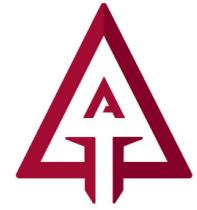


# 2021 ATA SHOW SPONSORSHIP TERMS & CONDITIONS

20



21

JANUARY 8-10, 2021

Indiana Convention Center- Indianapolis, IN

## KEY DATES

Prior to August 31, 2020: 20% deposit due at the time sponsorships are reserved.

September 1, 2020: Payment for sponsorships are due in full.

After November 1, 2020: No refunds or credits issued for cancellation.

## SPONSORSHIP CANCELLATION

Cancellation of all or any sponsorship must be in writing. The date of cancellation shall be the date the ATA receives written notice. Any credits issued can be applied to the purchase of sponsorship for the 2022 ATA Show. Credits will expire if not used for the 2022 ATA Show.

DATE (when written notice is received)	CANCELLATION OF SPONSORSHIP
PRIOR TO: Sept. 1, 2020	Refund of 50% of payment made No credit
Sept. 1, 2020 - Sept. 30, 2020 Sponsorship Paid in Full	Credit of 75% of payments made No refund
Oct. 1, 2020 - Oct. 31, 2020	Credit of 25% of payments made No refund
ON or AFTER Nov. 1, 2020	No refund or credit

WHEREAS, SPONSOR desires to display certain promotional materials at the ATA'S 2021 Trade Show ("ATA Trade Show"), and WHEREAS, the ATA has agreed to permit SPONSOR to display certain promotional materials (to include, but not limited to, banners, column wraps, vehicle displays, inflatables, venues and events, floor graphics, Show signage, SPONSOR logo, name, image, tagline or other SPONSOR intellectual property integration in ATA produced materials and window clings) at the ATA Trade Show, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises set forth herein above, the terms and conditions set forth herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## 1. PAYMENT TERMS AND SPONSORSHIP SCOPE

SPONSOR agrees to pay the ATA for the right to display its promotional materials in accordance with the Term Sheet executed contemporaneously herewith, all such payments require, before August 31st, a 20% deposit of the total sponsorship bill and after September 1st payment in full at the time sponsorship(s) are ordered. The manner, scope, location, dimensions and other

details associated with the display of any promotion by reference and made a part hereof. All materials likewise shall be governed by the Term Sheet. The Term Sheet is incorporated herein.

## 2. EXTENT OF ATA AUTHORITY

The ATA Trade Show is produced and managed by the ATA, for the ATA's members and for qualified and approved companies and/or individuals in the archery and bowhunting industry. All matters and questions not covered by this Agreement are subject to the sole and absolute discretion of the ATA. Further, the ATA determines the eligibility of all companies and/or products intended for display at the ATA Trade Show. The ATA, in its sole and absolute discretion, may prohibit installation or request removal of any exhibit, display, etc., either in whole or in part, that does not fit with the ATA Trade Show's character and purpose, or in the event of the existence of any dispute that arises regarding the exhibit or promotion that the ATA otherwise is unable to resolve amicably. In all instances, ATA reserves the right to determine final placement of SPONSOR'S display.

## 3. RANKING SYSTEM

The ATA Exhibitor Preference Points Ranking System is used to determine the order for exhibitor booth selection for each show. The Ranking System is also used to determine the order for any programs where exhibitors have options to participate. In every case, companies with more preference points are offered options before companies with fewer points. Companies who have purchased specific premium sponsorships (lanyards, registration, hotel key-cards, etc.) or specific premium locations (banners, wall clings, window clings, stairs, etc.) will have the right-of-first-refusal on these locations for the succeeding Trade Show. The right-of-first-refusal will expire at 11:59 pm on March 31st of the calendar year prior to the next show. On April 1st, any sponsorship that has not been secured by contract will become available to all exhibiting companies on a first-come basis. Unless otherwise agreed to in writing by the ATA, only ATA Members in good standing will be granted the right to display promotional materials at the ATA Trade Show.

## 4. CONDUCT AT THE ATA TRADE SHOW

Abusive conduct and inappropriate behavior at the ATA Trade Show, including such conduct that is directed toward ATA staff, attendees, guests, exhibitors, affiliated representatives, or any other person participating in the ATA Trade Show is strictly prohibited. The ATA reserves the right to immediately reject, eject, remove or prohibit any display and/or SPONSOR (and all of its representatives) from the Trade Show, if, in its sole and absolute discretion, the display or the conduct of the SPONSOR violates

this Agreement and/or are detrimental to the goals and purpose of the ATA Trade Show. In such event, SPONSOR shall not be entitled to any refund of any sums paid hereunder and will remain liable for any damages caused by its actions. SPONSOR further acknowledges and agrees that the ATA shall have no liability whatsoever arising out of its interpretation and enforcement of any aspect of this Agreement.

### 5. INSTALLATION AND DISMANTLING/REMOVAL

All displays must be fully installed within the scheduled move-in hours as established by the ATA. If any display is not installed in a timely manner, ATA reserves the right to direct the official ATA Trade Show General Services contractor to install the display at the sole expense of the SPONSOR or to prohibit the installation of the display altogether without refund.

Arrangement and payment for transporting displays and related materials to and from the ATA Trade Show, as well as receiving, decorating and removal of displays are the exclusive responsibility of the SPONSOR.

No display may be dismantled or removed before the Official Closing of the ATA Trade Show, as established by the ATA. All displays remaining in the convention center at the close of tear-down and removal time shall be removed by the operations personnel of the hosting convention center and the SPONSOR shall be responsible for any and all costs associated with such removal. The ATA shall have no liability of any kind in the event such removal becomes necessary.

Additional services, carpet, labor, electrical, internet, rigging, cleaning, material handling, telephone, plumbing and audio visual equipment are available through the official ATA Trade Show Exposition Services Provider, Shepherd Exposition Services, from the convention center, or other Official ATA Trade Show Service Providers and are the responsibility of the SPONSOR.

Nothing may be posted, taped, tacked, nailed, screwed, stuck or attached to any columns, walls, floor or other parts of the convention center, without the prior written approval of the ATA and an authorized representative of the convention center. SPONSOR must leave any display area and any other area used by it at the ATA Trade Show in the same condition as it was in prior to such use.

### 6. INSURANCE, SAFETY AND INDEMNITY

If requested by the ATA, SPONSOR must submit an acceptable (to the ATA) insurance certificate to the ATA on or before the September 1 of the calendar year immediately preceding the ATA Trade Show. SPONSOR further is solely responsible for safeguarding its materials, equipment and displays at all times. To the fullest extent permitted by law, SPONSOR, on behalf of itself, its employees, agents, customers and guests hereby agrees to assume, defend, indemnify, protect, save and hold harmless the ATA and all its members, agents, representatives and employees against all losses, claims, demands and/or damages (including attorney's fees and costs) arising or resulting from SPONSOR'S activities at the ATA Trade Show.

### 7. INTELLECTUAL PROPERTY

SPONSOR hereby represents and warrants to ATA that SPONSOR owns or validly possesses the right to make, use, perform, sell and/or display ("Use" or "Used") any patented products, copyrighted works, trademarks, service marks, trade names and all other protected property rights (collectively, "Intellectual Property") which may be Used in connection with its activities at the ATA Trade Show and/or at any other ATA-sponsored events (collectively, "Events"). SPONSOR further represents and warrants that it owns or validly possesses the right to Use any name, likeness, signature, voice or other impression owned by others at any Events ("Other Property Rights"). In the event a dispute arises at any Events regarding SPONSOR'S right to Use any Intellectual Property or Other Property Rights, the ATA, in its sole and absolute discretion, may restrict or terminate such Use immediately, without refund or liability to SPONSOR of any kind, and that SPONSOR unconditionally agrees not to assert any claim or lawsuit of any kind against the ATA, its officers, directors, employees and agents relating to the subject matter addressed herein. To the fullest extent permitted by law, SPONSOR agrees to defend, indemnify and hold harmless the ATA, its officers, directors, employees and agents from and against any and all losses, claims, demands and/or damages (including attorney's fees and costs) arising out of or relating to (in any way) the subject matter addressed herein.

ATA shall not be liable for any failure to perform under this Agreement if the failure is due to destruction of or damage to the convention center, or all or a material part of the ATA Trade Show by any act of God, fire, acts of a public enemy, strikes, the authority of law or any cause beyond the ATA's control.

### 8. TERMINATION

ATA reserves the right to terminate, without refund, SPONSOR'S right to display its promotional materials pursuant to this Agreement, without notice, in the event SPONSOR and/or any of its officers, directors, employees, agents, representatives and/or invitees fail to observe the conditions of this Agreement, or in the opinion of the ATA conduct themselves in an unethical or unprofessional manner (i.e., with cause). Furthermore, ATA reserves the right to terminate for convenience (i.e., without any cause whatsoever) SPONSOR'S right to display its promotional materials at the ATA Trade Show; provided however, in the event of an exercise of this right, ATA shall refund all fees and charges paid by SPONSOR within thirty (30) days of such termination. In the event any "with cause" termination hereunder is determined to be erroneous, the expulsion shall be deemed to be a termination without cause. Any termination hereunder shall be effective immediately.

### 9. UNAVAILABILITY OF CONVENTION CENTER

If any part of the convention center is damaged, or if circumstances make it either impracticable or impossible for the ATA to permit SPONSOR to display its promotional materials at the ATA Trade Show, this Agreement shall terminate effective immediately without liability of either party to this Agreement.

**10. DAMAGES WAIVER**

*IN NO EVENT SHALL THE ATA BE LIABLE TO SPONSOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT ATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.*

**11. RELATIONSHIP OF THE PARTIES**

This Agreement is not intended to be, nor shall it be construed as, a joint venture, association, partnership, franchise or other form of business relationship. Neither party shall have nor hold itself out as having any right or power or authority to assume, create, or incur any expense, liability or obligation, expressed or implied, on behalf of the other party, except as expressly provided herein. SPONSOR is and shall be deemed to be an independent contractor at all times during its performance of the work specified in this Agreement.

**12. ASSIGNMENT; SUBCONTRACTING**

Neither this Agreement nor any of the rights or obligations under it may be assigned, delegated, sublicensed or otherwise transferred by SPONSOR without the prior written consent of the ATA.

**13. APPLICABLE LAW/CHOICE OF FORUM; RECOVERY COSTS**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and no conflicts of laws principles shall be effective to modify the application of Virginia law to this Agreement. The parties agree to submit to jurisdiction in the Commonwealth of Virginia and that the proper venue for any dispute hereunder shall lie in the Circuit Court of Fairfax County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division. The ATA shall be entitled to recover from SPONSOR any actual attorneys' fees and costs incurred in enforcing this Agreement.

**14. MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER**

No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by an authorized representative of the party against whom enforcement thereof is sought. A failure or delay of either party to this Agreement to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions.

**15. ENTIRETY OF AGREEMENT**

This Agreement constitutes the entire Agreement and supersedes all previous or existing purchase orders, agreements, promises, representations, understandings, and negotiations between the parties, whether written or oral, with respect to the specific subject matter hereof, and the terms and conditions contained herein shall survive any termination or expiration of this Agreement.