

## **NATIONAL ATHLETIC TRAINERS' ASSOCIATION Exhibitor Space Contract Rules and Regulations**

**NATA is not responsible for stolen or damaged property in Exhibit Hall.**

These rules and regulations (the "Rules") apply to all exhibitors that occupy booth space at the National Athletic Trainers' Association Trade Show to be held at the Pennsylvania Convention Center (the "Center"), Philadelphia, PA, June 23 – June 25, 2010 (the "Trade Show").

**General:** The NATA reserves the right to render all interpretations and decisions relating to the Rules, and to establish further rules and regulations as the NATA may deem necessary to the general success and well-being of the Trade Show. The NATA shall have sole control over admissions of all persons to the Center and its exhibit area (the "Exhibit Hall"). The NATA reserves the right to refuse to rent or provide booth space to any exhibitor. **Violation of these rules will result in the deletion of one or more priority points, and/or expulsion from the Trade Show and may jeopardize the exhibitor's opportunity to exhibit at future NATA trade shows. Exhibitor shall not undertake any activity that may cause harm, intended or otherwise, to any persons present in the Exhibit Hall, and shall cease any activity upon request of the NATA.**

**Payment for Space:** No space assignment will be made without exhibitor payment in full.

**Assignment of Space:** Space assignment is based on a first-come, first-served basis. Notwithstanding any other provisions of these Rules, the NATA reserves the right to assign booth space based on other equitable considerations, to alter the exhibit floor plan and change location assignments at any time, as it may deem necessary.

**Space Cancellations:** Booth space cancellations must be submitted to the NATA in writing, and become effective on the date the written notification is received by NATA. Any exhibitor that cancels booth space on or before April 15, 2010 will be refunded 50% of the amount submitted. Exhibitors canceling space after April 15, 2010 will not be refunded any portion of the amount submitted.

**General Arrangement of Exhibits:** Exhibitor shall arrange exhibits so as not to obstruct the general view or hide other exhibits. All exposed and/or unsightly sides and parts of a display must be finished so as not to be objectionable to other exhibitors or attendees. Overhead signs supported from the floor are permitted (a) if the top of the sign is no higher than the permitted booth height, (b) the sign is no wider than half the length of the side of the booth where hung and (c) the sign is set back at least 25% of the booth's width dimension from the back line of the booth. No sign may span an aisle. Exhibitor must have carpet or floor covering in its booth. No open flames may be used, and no combustible objects, including packing containers and/or wrapping paper, may be stored behind displays or near any electrical wiring. No canopies may be erected over exhibits. Exhibitor shall ensure that its exhibit complies with all applicable laws, including the public accommodations requirements of the Americans with Disabilities Act. Exhibitor agrees to take necessary measures to safeguard visitors from any hazards associated with its exhibit.

**Good Neighbor Policy:** NATA recognizes a spirit of friendly and honest competition as a valid business practice; however, the use of deceptive and/or unethical methods to obtain information and/or gain an advantage over a competitor is considered a violation of the Rules and Regulations.

**Sound and Odor:** Sound or other demo equipment must not interfere with adjacent booths. Sound must not be louder than a conversational level and exhibitor agrees to cease use of demo equipment if management receives complaints. Odor from demo equipment must be kept at levels determined acceptable by NATA Show Management or be discontinued.

### **Forms of Entertainment or Amusement**

Attention-getting devices in the form of entertainment or amusement must be approved by NATA Show Management prior to the opening of the exposition. Only activities that, at the discretion of NATA Show Management, are in keeping with the professional environment of the annual meeting and trade show will be allowed.

### **Photography, Video and Audiotape Activities**

Except for services ordered through the official photographer, exhibitors must have prior NATA written approval for any photographing, videotaping or audio taping activity in the exhibit hall. If an exhibitor request is approved by NATA, a security guard must be hired at the exhibitor's expense to accompany any camera crew for video taping within the exhibitor's booth space.

**Inline Booths:** Side dividers at the 8' height may be extended no more than 4' from the back line of the booth. In-line booths must not exceed 8' in height. All display fixtures over 4' in height that are within 10 lineal feet from an adjoining exhibit must be located within 5' of the exhibit booth back line. No partitions other than the side rails provided by the official general service contractor will be allowed unless specifically approved by the NATA.

**Island Booths:** Island booths must not exceed 20' in height.

**End Caps:** An End Cap Booth is exposed to aisles on three sides and composed of two booths (10' high x 20' wide). The maximum backwall height of eight feet (8') is allowed only in the rear half of the booth space and within five feet (5') of the two side aisles with a four foot (4') height restriction imposed on all materials in the remaining space forward to the aisle.

**Canopies:** Canopies, including ceilings, umbrellas and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or for hanging products). The base of the Canopy should not be lower than seven feet (7') from the floor within five feet (5') of any aisle. Canopy supports should be no wider than three inches (3"). This applies to any booth configuration that has a sightline restriction, such as a Linear booth (including Corner Booths and End Caps).

**Hanging Signs:** Hanging signs are permitted over island booths (400 sq. ft. and over). The maximum height allowed for island booths is 20'; therefore, the highest point of the hanging sign should not exceed 20'. Hanging signs should be set back 10' from adjacent booths.

**Two-Story Booths:** Two-story booths must not exceed 20' in height and must be approved in writing by the Fire Marshal. The exhibiting company and/or its representing agency is responsible for securing safety certification from a licensed architect or structural engineer, as well as all local approvals (Fire Marshal, Pennsylvania Convention Center) and having them readily available on-site. The plans for the two-story booth must be submitted to the NATA in writing at least 6-months prior to the first day of the Trade Show.

**Booths and Equipment:** The booth prices include back wall, booth dividers, and 24-hour perimeter security. The Inline booth price includes one ID sign as ordered on the front side hereof. All other furnishings, equipment, security services, etc., required by each exhibiting company shall be at its own expense and responsibility and may be ordered through the official contractors.

**Decorating, Storage, Handling & Shipping and Electrical Services:** Labor will be available and pursuant to the rules of the Center and may be required to assist in the assembly, dismantling, packing and unpacking of displays. No exhibitor shall use the Exhibit Hall or its booth for storage. The official general service contractor will furnish complete information about available services and costs, including accessible storage, to all exhibitors.

#### **Porter Service**

If you have giveaways that generate trash, you will need to order porter service to remove your empty cartons. Any exhibitor disposing of cartons, containers or other trash in the aisles will be charged for removal and cleaning.

### **Rules for Installation and Dismantling of Exhibits**

#### **Exhibit Installation**

Go to [www.nata.org/annualmeeting/Philadelphia2010/tradeshows/becomets.htm](http://www.nata.org/annualmeeting/Philadelphia2010/tradeshows/becomets.htm) to view exhibit installation hours. All booths and exhibits must be setup during the installation hours. The installation hours will be strictly enforced. Exceptions will be considered for those companies which submit a request in writing to NATA for an Early/Late Work Pass. Upon approval by NATA, the company may proceed with an early or late exhibit installation. Any booth space with an incomplete exhibit after the final installation hour may be reassigned by the NATA without any obligation on the part of the NATA for any refund whatsoever, and the NATA will not be liable for any expense incurred by the exhibitor. If freight has been delivered to the booth, NATA reserves the right to order labor from the general contractor to setup the booth at the exhibitor's expense. Exhibitor shall keep exhibit staffed and intact during all Trade Show hours.

#### **Exhibit Dismantling**

No dismantling or removal of any portion of an exhibit will be permitted during the Trade Show without written permission from the NATA. **Absolutely no dismantling may occur before 1:00 p.m. on Friday, June 25, 2010.** Any exhibitor that dismantles or removes any portion of an exhibit prior to 1:00 p.m. on Friday, June 25, 2010, will be prohibited from purchasing booth space at future NATA trade shows for a period of 1 to 3 years. Exhibitors will have until 10 a.m., Saturday, June 21, 2010, to remove their exhibits and materials from the Center.

#### **Sharing or Subletting of Space**

No exhibitor shall assign, sublet or apportion the whole or any part of the space allotted to its exhibit therein, or permit any other person or party to exhibit therein any goods, service or apparatus other than those of the type typically manufactured or sold by the exhibitor in its regular course of business.

#### **Use of Booth**

Presentations, demonstrations, distribution of literature, promotion, etc. are permitted only within the exhibitor's booth. Activities that may cause people to congregate in the aisles are prohibited.

#### **Selling on the Exhibit Floor**

Exhibitors are not permitted to execute transactions on the exhibit floor, except with the NATA's prior approval. If the NATA permits a transaction, the exhibitor is solely responsible for abiding by the local and state sales tax codes. Non-exhibitors may not market products on the exhibit floor. Any person violating the Rules set forth in this section will be immediately evicted from the Exhibit Hall.

#### **Exhibitor Conduct**

Exhibitors will be admitted to the Exhibit Hall **two hours prior to the opening of the Trade Show**. Exhibitors must leave immediately when the Exhibit Hall closes each day. All exhibitor representatives, models and demonstrators must be 18 years of age or older and must be registered as exhibit booth personnel. Exhibitor may only distribute or provide a medicine if it is an over-the-counter product in its original form. Exhibitor shall not perform any medical procedures in the Center during the Trade Show, including but not limited to taking x-rays or inserting IVs. The use of helium in any form is not allowed. No exhibitor may video record or photograph another exhibitor's display without the permission of such exhibitor. Exhibitor hereby grants the NATA the right to video record and/or photograph exhibitor's exhibit. No weapons of any kind are permitted in the Center during the Trade Show. The NATA reserves the right to require modification of any exhibit or activity, to refuse to permit excessive noise, distribution of souvenirs, advertising matter and to impose or require any other restriction or modification at its sole discretion. Food and beverages may be distributed in sample sizes only, if approved by the Center. If any corkage fee is applicable, the exhibitor will work directly with the Center. All exhibit decorations must be fire retardant. The NATA is not responsible for stolen or damaged property in the Exhibit Hall.

#### **Use of NATA Members List**

After the Trade Show the NATA will provide each exhibiting company with a post-convention attendee list of the NATA members that attended the Trade Show (the "Member List"). The Member List is the NATA's confidential information, and exhibitor may not disclose the Member List or its contents to any third party. Exhibitor's use of the Member List is strictly limited to one mailing that may be sent only once to each member on the Member List.

#### **Liabilities**

The exhibitor shall defend, hold harmless and indemnify the NATA, the Center and their respective employees, representatives, agents, successors and assigns (the "Indemnified Parties") from and against all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, settlements, costs and expenses (including reasonable attorneys' fees) (collectively, "Claims") incurred by, borne by or asserted against the Indemnified Parties to the extent such Claims in any way relate to, arise out of result from (a) the exhibitor's use of the booth and/or participation in the Trade Show, (b) sales and/or distribution of products, (c) intellectual property infringement or (d) violation of the Rules.

Exhibitor is responsible for any damage caused by the exhibitor or its employees. Exhibitor shall not drive any nails, tacks or screws into the floor, walls or woodwork of the Center. The NATA, its agents and employees will not be liable to exhibitor for any damages arising from failure to hold the Trade Show as scheduled. Exhibitor's payments for the booth space will be returned if the Trade Show is canceled. However, if the Trade Show is canceled because of fire, an act of God, the public enemy, strike, acts of terrorism, epidemic or any law or regulation of public authority which makes it impossible, impractical or illegal to hold the convention, actual expenses incurred or committed by the NATA in connection with preparing for the Trade Show will be prorated and deducted from exhibitor's payment before refunding the difference to exhibitor.

#### **Insurance**

Exhibitor shall, at its own expense, secure and maintain through the period of the exhibition, inclusive of move-in and move-out days, the following insurance: (a) Worker's Compensation and (b) coverage in the amount of one million dollars (\$1,000,000) of Combined Single Limit coverage to include: Comprehensive Form, Premises/Operations, Contractual, Broad Form Property Damage, Products/Completed Operations and Personal Injury. The certificate shall name the NATA as an additional insured, shall provide that the policies may not be canceled or materially altered unless at least 30 days prior written notice has been given to the NATA and shall cover occurrences on any part of the Center property, as well as any occurrences related to exhibitor's participation in the Trade Show. **Exhibitor shall, upon request, provide NATA with the Certificate of Insurance. Failure to provide said Certificate to the NATA does not relieve exhibitor of the responsibility to obtain this coverage.** Exhibitor's obligations under this paragraph are material and if Exhibitor fails to comply with them, Exhibitor shall be liable to NATA for all damages, consequential or otherwise, NATA suffers as a result. The insurance carriers providing such insurance shall have no less than an "A" rating according to A.M. Best's rating and shall be authorized to do business in the State of Pennsylvania.

#### **Exhibitor Appointed Contractor (EAC)**

Exhibitors must submit all EAC information and insurance to The Expo Group, NATA's general services contractor, no later than two weeks prior to June 23, 2010. If this information is not received the EAC will not be allowed on the trade show floor and The Expo Group will provide official labor to install the exhibitor's booth.

#### **Enforcement of Rules**

Each exhibitor agrees to adhere to all the Rules. Any action taken against an exhibitor for violation of the Rules will be determined on the basis of the particular circumstances of each case. The NATA reserves the right to terminate or modify the exhibitor's display privileges at any time for breach of the Rules. The NATA's decisions and interpretations shall be accepted as final in all cases.

#### **Violation of Rules and Regulations**

Violation of the Rules may result in any or all of the following: (a) verbal and/or written warning to the exhibitor, (b) loss of accrued priority points, (c) eviction from the Trade Show, (d) termination of the current exhibit and subsequent ineligibility to exhibit at future trade shows, **or (e) up to \$1,000 in fines.** The NATA is not liable for any refunds on rentals or other exhibit expenses. In the case of an eviction, dismantling of the booth will take place after the Exhibit Hall closes to prevent disruption of the show.

#### **In Case of an Eviction**

1. Exhibitor must leave the Center immediately without protest or appeal, 2. Exhibitor shall not dismantle its booth until the Trade Show ends for the day, 3. The NATA is not liable for any refunds on exhibit space or other expenses, and 4. Exhibitor will be accompanied from the Center by security, and after the Trade Show ends for the day, exhibitor shall not re-enter the Center to dismantle and remove its exhibit unless accompanied by security.

#### **Liability Limits**

In no event shall the NATA be liable for any lost profits or special incidental or consequential damages (however arising, including negligence) arising out of or in connection with the Trade Show, the exhibitor's exhibit or this contract. Further, in no event shall the NATA be liable to you in an amount greater than \$75.

#### **Choice of Law and Venue**

This contract is governed in all respects by the laws of the State of Texas as such laws applied to agreements entered into and to be performed entirely within Texas between Texas residents. For the purpose of any dispute arising out of this Contract, the parties submit exclusively to the jurisdiction of the state and federal courts located in Dallas County, Texas.