

# Application and Contract for Exhibit Space

October 4-7, 2014  
San Diego Convention Center  
San Diego, CA

Fax application with credit card deposit to: 703-838-1852  
Mail application with deposit to:  
American Trucking Associations  
Attn: 2014 MCE  
P.O. Box 101360  
Arlington, VA 22210  
Questions? CALL 703-838-1756  
Show Site: mce.trucking.org

## 1. EXHIBITING COMPANY INFORMATION (Please type or print clearly)

Exhibiting Company \_\_\_\_\_

Key Contact \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State/Prov. \_\_\_\_\_ Country \_\_\_\_\_ Zip/Post Code \_\_\_\_\_

Phone ( ) \_\_\_\_\_ E-mail \_\_\_\_\_

Web Site \_\_\_\_\_ Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

ATA Member # \_\_\_\_\_  ATA Non-Member  ATA First-Time Exhibitor

The key contact will receive ATA's exhibitor mailings. Please provide billing address information if it is different from the address listed above.

Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## 2. BOOTH REQUEST INFORMATION

### A. Configuration

\_\_\_\_\_ x \_\_\_\_\_ Total Square footage \_\_\_\_\_  
(ft) (ft) (minimum 100 square feet)

**B. Preferred Booth Location:** Refer to the floor plan and list your top 3 preferred booth locations:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

We understand ATA may allocate other space to us subject to approval. We agree that the space assigned to us shall be accepted by us unless we reject it within ten (10) days of your notice.

MEMBER TYPE	BOOTH PRICING	TRUCK PRICING
ATA Member Companies before 6/1/14	\$42.00 per square foot	\$17.50 per square foot
ATA Member Companies after 6/1/14	\$45.00 per square foot	\$20.50 per square foot
Non-Member before 6/1/14	\$52.00 per square foot	\$21.50 per square foot
Non-Member after 6/1/14	\$55.00 per square foot	\$24.50 per square foot

**Booth fee includes:** Advanced registrant listing, hyperlink on mce.trucking.org, identification sign, 8' draped backwall and 3' high draped sidewalls, aisle carpeting, company listing in official program, 24-hour security service for duration of the exhibit, and three complimentary partial registrations per 10' x 10' (up to 600 square feet). Booth space over 600 square feet receives 18 complimentary partial registrations.

**Booth Space Over 20' x 40':** The initial 800 sq. ft. is priced at \$42.00 per square foot for ATA members and \$52.00\* for non-members. Additional footage is discounted at \$21.00 per square foot for ATA members and \$26.00 per square foot for non-members with no additional partial registrations.

*Note: After June 1, 2014 the Member rate increases to \$45.00 per square foot and the Non-Member rate increases to \$55.00 per square foot.*

## 4. PAYMENT INFORMATION

Please send deposit with this Application. No application will be accepted without deposit.

Check/Money Order payable to ATA

Check No. \_\_\_\_\_

American Express  MasterCard  VISA

Card # \_\_\_\_\_

Exp. Date \_\_\_\_\_

Name on Card \_\_\_\_\_

Signature \_\_\_\_\_

**5. Describe the specific types of products your company will display. Do not use brand names. (Required for this contract to be valid)**

\_\_\_\_\_  
\_\_\_\_\_

**6. We prefer not to be near the following competitive companies:**

\_\_\_\_\_  
\_\_\_\_\_

## 3. DEPOSIT/PAYMENT

\$1,000 per 100 sq. ft. **Space Deposit Required** with Application (Deposit non-refundable)

**Balance is due within 30 days of receipt of invoice. Full payment is due with all contracts received after July 18, 2014.**

### Additional Opportunities

4"x 8" Full-Color Advertisement in the Official Program + \_\_\_\_\_  
\$2,500 per page

Other Sponsorship \_\_\_\_\_ + \_\_\_\_\_

**Total Enclosed = \$ \_\_\_\_\_**

It is understood that by submitting this Application and Contract for Exhibit Space, we agree to abide by the Rules and Regulations appearing on the reverse side of this agreement and that the terms and conditions printed in the Invitation to Exhibit and the Exhibitor Service Manual are hereby incorporated by reference and Exhibitor agrees to be bound thereby.

Products To Be Exhibited: Exhibitor hereby designates the products listed above as those which shall be displayed or demonstrated and agrees to notify ATA in writing of any changes prior to the Exhibition.

Accepted by the American Trucking Associations: \_\_\_\_\_  
Authorized Signature

Date Received \_\_\_\_\_

Booth Assignment \_\_\_\_\_

# 2014 AMERICAN TRUCKING ASSOCIATIONS MANAGEMENT CONFERENCE & EXHIBITION RULES AND REGULATIONS

## DEFINITIONS

ATA is the American Trucking Associations and its authorized affiliates, agents and representatives acting within the scope of their authority. Exhibitor, as used in these rules, means any person or company exhibiting in the 2014 ATA Management Conference & Exhibition. The decision of ATA in interpreting these rules shall be final.

## CODES AND AGREEMENTS

Exhibitor hereby agrees to be bound by the "Rules and Regulations of the Exhibition." Exhibitor further agrees to adhere to and be bound by: (i) all applicable fire, utility, and building codes and regulations; (ii) any rules or regulations of the facility where the Exhibition is held; (iii) the terms of all leases and agreements between ATA and any other party relating to the Exhibition.

## AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

Exhibitor agrees to use its good faith efforts to ensure their exhibit complies with the requirement of the Americans with Disabilities Act and its regulations and guidelines (collectively, the "ADA"). Exhibitor further agrees to indemnify and hold ATA, its officers, directors, affiliates, agents and employees harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against ATA, or its officers, directors, agents, and employees on the basis of the Exhibitor's non-compliance with any of the provisions of the ADA.

## SPACE ASSIGNMENTS

ATA reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary. All exhibits will take place inside the Exhibit Hall. No displays or exhibits are permitted outside the official facility. All exhibits and displays must be approved by ATA.

## PAYMENTS AND CANCELLATIONS

In applying for space, Exhibitor will pay the space cost in accordance with validation regulations appearing on reverse side of this contract. In the event of cancellation or downsizing by Exhibitor at any time, ATA shall have the right to rent the space to anyone else, and the right to retain amounts already received as liquidated damages. If ATA is unable to rent the cancelled or downgraded space, exhibitor shall pay ATA any balance due on this contract. Cancellations or downsizes must be in writing and an original document delivered to the ATA Offices in Arlington, VA. No refunds will be given unless all exhibit space is rented. Any amount paid in advance by the Exhibitor may be refunded by ATA according to the following schedule:

### Refund schedule

Written cancellations received:

- On or before May 29, 2014 50% refund of space cost, less the deposit
- Between May 30 - July 25, 2014 25% refund of space cost, less the deposit
- Full payment is due with all contracts received after July 25, 2014 – no refunds will be given for space cancelled after this date.

Cancellation fees will not be applied to any other past, present or future charges incurred by Exhibitor and are non-transferrable. Exhibitor shall also forfeit all exhibitor privileges, including, but not limited to:

- Complimentary Partial and Exhibits Only badges
- Access to press room and press conference slots
- Ability to receive the 2014 pre-registrant list
- Access to sponsorships and advertising opportunities
- Posting of exhibitor's name on web site

**UPSIZING:** At any time after signing the original Contract, Exhibitor may enter into a new contract for larger space, subject to availability. All monies paid will be applied against the new space contract.

**DOWNSIZING:** The amount of space reserved may be reduced by Exhibitor by giving written notice to ATA, subject to the following:

- On or before July 25, 2014 - Exhibitor must pay deposit amount applicable to the original Contract price, which may be applied against the reduced space. Any remaining amounts previously paid by Exhibitor will be refunded.
- After July 25, 2014 - Exhibitor must pay 100% of the original Contract price, which may be applied against the reduced space. Any payment in excess of the cost of the new space is nonrefundable.

## EQUIPMENT

Booth equipment provided by ATA shall be returned to ATA at the end of the term of this lease, complete and in good condition, normal wear and tear excepted. Exhibitor shall have no right, title or interest in such equipment but only the right to use it under this lease. All other equipment shall be provided by Exhibitor at its own expense. All draping and decorative materials used by Exhibitor shall be flameproof. All Booth equipment shall be in keeping with and consistent with all rules, codes and regulations referred to under Codes & Agreements above. All demonstrations and displays shall be confined to the Booth.

## ARRANGEMENT OF EXHIBITS

Standard Booth backgrounds, side rails and uniform identification signs are provided without charge to all in-line exhibitors. Booth backgrounds are eight feet in height, and divider rails are three feet in height. ATA MC&E follows International Association of Exhibits & Events (IAEE) Guidelines for Booth Construction, a copy of which is provided in the service kit and available upon request. Exhibits not conforming to these specifications, or which, in design, operation, or otherwise are objectionable in the opinion of ATA, will be prohibited. The floor space for all booths must be carpeted or in some other way professionally covered. If such floor covering has not been arranged by the Exhibitor prior to the completion of move-in, ATA reserves the right to order carpeting at Exhibitor's expense.

## INSTALLATION AND DISMANTLING OF EXHIBITS

No exhibit may be erected after the exhibition opens or be dismantled before the official closing date and time. Until full payment of the space rental fee has been received, Exhibitor will not be allowed to set up, nor will freight or furnishings be delivered to booth.

## EXCLUSION

ATA shall have the right to exclude, remove at Exhibitor's expense, or to require modification of any display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the Exhibition. ATA shall have the right to demand modification of the appearance of dress of persons or mannequins used in connection with displays or demonstrations. If Exhibitor refuses ATA's demand, ATA reserves the right to exclude or remove, at Exhibitor's expense, the entire display or demonstration.

## ASSIGNMENT AND SUBLEASE

No Exhibitor shall assign, sublet, or share the whole or any part of the Booth space allotted.

## HANDLING AND STORAGE

ATA and the owners or managers of the facility where the Exhibition is to be held shall not accept or store display materials or empty crates. Exhibitor shall make arrangements for shipment, delivery, receipt and storage of materials through the Official Drayer. All shipments and deliveries to the Exhibition shall be prepaid.

## SECURITY

ATA shall provide guard service throughout the hours of installation, show, and dismantling period, and exercise reasonable care for the protection of the Exhibitor's materials and display. Beyond this, ATA, the show facility, or any officer or staff member thereof will not be responsible for the safety of the property or person of the Exhibitor, his agents, or employees, from theft, damage by fire, accident, or any other cause. Exhibitor is required to provide all insurance and/or policy riders to cover all Booth contents.

## ADMISSIONS

ATA will have sole control over admissions to the Exhibit of all persons including Exhibitor personnel and/or registrants. All persons visiting the Exhibit area will be admitted according to the Rules and Regulations of the Exhibition as issued or amended (with or without advance notice) by authorized representatives of ATA. No persons under 18 years of age will be admitted to the Exhibit. ATA makes every effort to attract the maximum number of attendees to its Exhibit, but does not guarantee specific volumes or levels of attendance. Traffic by a specific booth is a function of the particular exhibit and not a responsibility of ATA.

## RESTRICTION OF ROOM RESERVATIONS, ASSIGNMENTS AND USE OF HOSPITALITY SUITES AT THE HOTEL

Exhibitor agrees that ATA has sole control over the reservations of sleeping rooms, and the assignment and use of hospitality suites at the Official Hotel(s) during the period of ATA's Management Conference & Exhibition. No Exhibitor shall assign, sublet, or share the whole or any part of any accommodation without receipt of written consent in advance by ATA. Violation of any regulation of ATA shall be construed as justifiable cause for the immediate removal of Exhibitor's display without further compensation to Exhibitor and/or their distributors, dealers or personnel.

## LIABILITIES

The relationship between ATA and Exhibitor shall be that of independent contracting parties and this Agreement shall not be construed as creating a partnership, employer-employee relationship, joint venture or agency between ATA and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless and defend ATA, its officers, directors, affiliates, agents and employees, and the corporation, city of San Diego, San Diego Unified Port District from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest and attorney's fees) which ATA and / or the corporation, city of San Diego, San Diego Unified Port District may incur, suffer, be put to, pay or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission by Exhibitor or any of its employees, servants or agents. Exhibitor further agrees that ATA and the corporation, city of San Diego, San Diego Unified Port District and their respective agents and employees shall not be responsible in any way for: (i) damage, loss or destruction of any property of Exhibitor or (ii) injury to Exhibitor or its representatives, agents, employees, licensees or invitees.

The Exhibitor also assumes the entire responsibility and liability for losses, damages and claims arising of Exhibitor's activities on the Hotel premises and will indemnify, defend and hold harmless the Hotel, its owner and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages and claims.

## CANCELLATION OR POSTPONEMENT OF EXHIBITION

In the event that the Exhibition is postponed due to any occurrence not caused by the conduct of ATA or Exhibitor, whether such occurrence be an Act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this Lease, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation of the Exhibition, the obligations of the parties under this Agreement shall be automatically terminated and all rental payments under this Lease shall be refunded to Exhibitor, less a pro rata share of expenses actually incurred by ATA in connection with the Exhibition.

## LIVE OR RECORDED MUSIC

Exhibitors wishing to have either live or recorded music must submit to ATA either evidence of ownership of such music or copyright license agreements permitting the use of such music. In the absence of such agreements, the performance of live or recorded music is prohibited. EXHIBITOR AGREES TO INDEMNIFY ATA FOR ANY LIABILITY ARISING FROM THE UNLICENSED PERFORMANCE OF SUCH MUSIC.

## AMENDMENTS AND INTERPRETATION OF RULES

ATA retains the right to amend these rules at any time. Further, the parties agree that ATA retains the sole right to interpret these rules and any amendments thereto. Any interpretation by the duly appointed representative of ATA shall be binding on all parties to this contract. Finally, ATA shall have full power to make any determination with respect to matters not specifically addressed in this contract. A determination by a duly appointed representative of ATA with respect to such matters, all amendments to these rules, and any interpretation of the rules by ATA shall become effective upon mailing to the designated representative of Exhibitor or upon presentation to Exhibitor and shall have the same force and effect as if included in this contract.

## CHOICE OF LAW

This contract shall be governed by, and interpreted and enforced in accordance with, the laws of the state of Virginia, except for any Virginia choice of law rule that would result in applying the governing law of any other jurisdiction.