

**2022 NATDA TRAILER SHOW LICENSE AGREEMENT**

**1. DEFINITIONS.** "Exhibitor" means the applicant identified during the booth selection process and using the online, or paper, application; "Show" means the trade shows, conferences and expositions identified through the online, or paper, application; "Show Management" means North American Trailer Dealers Association, Inc. (NATDA) and their respective agents and employees; "Hall Management" means the owner or manager of the facility in which the Show is conducted, and its respective agents and employees; "Hall" means the facility in which the Show is conducted.

**2. AGREEMENT.** This application, when executed by Exhibitor and upon acceptance by Show Management, shall constitute a valid and binding license agreement. Show Management reserves the right to accept or refuse any application for participation in the Show in its sole discretion. Show Management reserves the right to interpret this Agreement and to adopt further regulations as may be deemed necessary by it for the general success of the Show, including the conditions, rules and regulations stated herein, in the Exhibitor Manual and in the Hall Management Contract to which Show Management is or will be a party, all of which are made a part hereof as though fully incorporated herein, and the Exhibitor agrees to be a bound party.

**3. USE OF SPACE.** Show Management reserves the right to decline, expel or prohibit any exhibit, or item, or feature thereof which, in its judgment, is inappropriate or out of keeping with the character of the Show, this reservation being all inclusive as to persons, things, printed matter, product, conduct, sound level, etc. Distribution of advertising material and solicitations of any sort are restricted to Exhibitor's booth. Exhibits and products may not extend beyond the limits of the Exhibitors booth and no part of any exhibit or product may extend into any aisle. No Exhibitor shall arrange its exhibit so as to obscure or prejudice adjacent Exhibitors as determined by Show Management and defined in the Exhibitor Manual. No Exhibitor shall assign or sublet or share any part of its assigned space without the written consent of Show Management. Any space not occupied by the time set for completion of installation of displays will be reassigned at the discretion of Show Management, in which case all amounts paid or payable by Exhibitor will be forfeited unless special arrangements have been approved in writing by Show Management. Exhibitors agree to keep its exhibit open and staffed at all times during show hours. **BOOTHS---** Standard booth equipment (back and side walls, identification sign) is provided by Show Management without additional cost. If Exhibitor plans to install a completely constructed display, no part shall project as to obstruct the view of adjacent booth. No display or contents may exceed a height of 8' nor may the side walls be higher than 8' within a distance halfway between the back wall and aisle. Raw wood, cardboard or similar material for wings to booths must be covered or painted if they are visible from adjacent booths.

**4. CHANGE OF SPACE.** Show Management shall have the right, in its sole discretion, to change Exhibitor space assignment after the acceptance of this Agreement if it is deemed to be in the best interest of the Show. In the event of a space change, Exhibitor will be notified of the change and Show Management will make reasonable efforts to ensure that any reassignment of space is to the same general style and size as Exhibitors original space. If a reduction of space is necessary, Exhibitor will be reimbursed on a pro-rated basis.

**5. PAYMENT SCHEDULE.** Personalized deposit due upon signing, remainder of a 50% deposit due upon selection of booth and final 50% due on February 1, 2022.

**6. CANCELLATION.** In the event Exhibitor seeks to cancel this license for exhibition space, withdraw from the Show, or reduce its space requirements for the Show, Exhibitor acknowledges that Show Management would be harmed and suffer loss and that it would be difficult to determine the precise value of that harm. All cancellations, withdrawals or request in reduction of space must be in writing, either by certified or electronic mail. The date of cancellation, withdrawal or reduction in space as applicable, shall be the date on the notice. If Exhibitor cancels, withdraws or reduces its space requirements for the Show, Exhibitor agrees to pay on demand to Show Management the amounts set forth below, if not previously paid by Exhibitor. Such payment shall be liquidated damages and not a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. **In the event of cancellation after February 1, 2022, Exhibitor agrees to forfeit any deposits already made and to make payment of any remaining balance, whether or not the space is re-let to another Exhibitor.**

<b>BEFORE FEBRUARY 1, 2022</b>	.....	<b>50% TOTAL BOOTH COST + \$200 PROCESSING FEE</b>
<b>ON OR AFTER FEBRUARY 1, 2022</b>	.....	<b>NO REFUND</b>

Any time an Exhibitor cancels, withdraws or requests a reduction in space, an administrative and processing fee of \$200 will be assessed. If a reduction in space is requested, Exhibitors booth space may be moved at the sole discretion of Show Management. Any cancellation or failure of Exhibitor to actually occupy the exhibition space assigned to Exhibitor may, in Show Management's sole discretion, result in partial or complete forfeiture of Exhibitor's rights under any applicable agreements or opportunities including, but not limited to, the right to present speakers at, or participate in, any conference components of the Show. Cancellation fees cannot be applied toward exhibition space at other shows or advertisements. In the event Exhibitor fails to make any payments as specified herein, Exhibitor shall be deemed in default, and Show Management shall have the right to retain Exhibitor's deposit and all monies paid as Show Management non-exclusive remedy, thereby reserving any and all rights under law including, without limitation, Show Management's right to collect the full amount set forth on the front hereof. In the event of default by Exhibitor, Show Management shall have the right, but not the obligation, to license the subject Show space to another exhibitor prior to the Show without any rebate or allowance whatsoever to the Exhibitor and without in any way releasing said Exhibitor from any liability hereunder, and said Exhibitor expressly agrees to pay Show Management the full sum set forth on the Agreement. Exhibitor shall remain liable for the full balance under the terms of the Agreement together with all costs of collection including, but not limited to, all reasonable attorneys' fees, court costs and interest. Show Management will not be liable for the fulfillment of this Agreement as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the Hall being damaged or destroyed by fire, act of God, terrorism, public enemy, war or insurrections, strikes, pandemic or epidemic, the authority of the law, postponement or cancellation of the Show, or for any reason beyond its control. Show Management, however, in the event of its not being able to hold the Show for any of the above named reasons, may reimburse Exhibitor on a pro-rata basis on any amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, operating costs, deposits, etc.

**5a. 2022 Exhibit Space Transfer Clause:** any exhibitors moving funds from the 2021 Show to the 2022 Show, agree that the above schedule is not applicable and all funds transferred are non-refundable unless an exception is made by Show Management. Should an exception be made, Show Management reserves the right to apply administrative expenses on a pro-rata basis prior to any refunds. Any cancellations after March 1, 2022 are not eligible for any refunds.

**7. INSURANCE.** A) Exhibitor agrees to maintain adequate insurance to fully protect Show Management and its affiliates, co-sponsors, service contractors and the Hall and Hall Management from any and all claims, arising from Exhibitor's activities including, but not limited to, the installation, operation and dismantling of Exhibitor's display. The foregoing insurance requirement includes claims under the Worker's Compensation Act or for personal injury, death, or for damage to property. Exhibitor understands that neither Show Management nor the Hall maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. B) Exhibitor is responsible for any and all damages caused by Exhibitor or Exhibitor's agents, employees or guests. Exhibitor agrees to indemnify, defend and hold harmless Show Management and its affiliates, subsidiaries, agents and employees from and against any liability for loss or damage of any kind which Exhibitor may directly or indirectly cause. C) Exhibitors in the Show must carry: Statutory limits for workers' compensation coverage; and Commercial general liability including products and completed operations, independent contractors' personal injury and blanket contractual liability insurance limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. This coverage must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The certificate must name North American Trailer Dealers Association Inc. and the Music City Center as additional insured and be provided to Show Management at least 30-days before the proposed exhibit date.

**8. LIABILITY.** Exhibitor agrees that Show Management, Show Management's service contractors, the Hall and their representatives, employees and agents are not liable for any injury, loss, illness or damage that may occur to Exhibitor, or to Exhibitor's employees, agents, guests or property from any cause whatsoever, prior to, during or subsequent to the period covered by this Agreement. Exhibitor assumes responsibility and agrees to indemnify, defend and hold Show Management, Hall Management, their affiliates and their respective employees and agents harmless from and against any claims or expenses arising out of the use of the Hall. Exhibitor assumes all responsibility and liability for losses, damages and claims arising out of injury or damage to, or caused by, Exhibitor's displays, equipment, employees or representatives. In no event shall Show Management or any of its affiliates be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement. The liability of Show Management and its affiliates and Exhibitor's remedy for any claim of loss or damage arising from or related to this Agreement, regardless of the form of

action, shall be limited to one-half of the fees paid to Show Management hereunder.

**9. AVAILABLE SERVICES.** On behalf of the Exhibitors, Show Management has designated official Show contractors to provide the following: drayage, cartage, furniture, booth and floor decorations, signs, photographs, telephone services, etc. Services of electricians, plumbers, carpenters and other labor will be available and charged for at the then prevailing rates. Contractors and rates will be listed in the Exhibitor Manual to be issued separately. Show Management assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons, parties and organizations. Arrangements for these services and payments are to be made between Exhibitors and official Show contractors. Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, exhibitor agrees to comply with their regulations.

**10. PROTECTION OF FACILITIES.** Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, or other parts of the Hall exhibit area without permission from the proper building authority. Fluids, caustic or staining, must not be used where they may damage floor coverings. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions of the Show Management, Hall Management or their assistants.

**11. EXHIBITOR MOVE IN, MOVE OUT.** The specific requirements as to time for installation and dismantling of exhibits shall be as set forth in the Exhibitor Manual, which will be supplied to each Exhibitor for the Show. Such requirements shall be binding upon the Exhibitor as though fully set forth herein. Movement of exhibits in and out of the Hall must be handled by official Show Contractors. No exhibit will be allowed into or out of the Hall without an official clearance from Show Management. The Exhibitor must make its own arrangements for transportation of exhibits and packing material. Show Management cannot accept or sign for exhibits on behalf of the Exhibitor. Move in and move out times and access outside of Show hours are limited to those described in the Exhibitor Manual. At such time after the close of the Show as Show Management may specify or upon sooner termination of this Agreement, all exhibits shall be removed and cleared from the Show space and shall be delivered to Show Management in as good and clean order and condition as it was when delivered to Exhibitor. Exhibitors will pay the cost of repairing any damage caused to the Hall facility by the Exhibitor and/or its contractors. Any property remaining after the last day designated by Show Management for it to be removed may be held or otherwise disposed of by Show Management or Hall Management at the Exhibitor's expense. No property may be removed from the Show before the Show ends.

**IF BOTH DISMANTLE OCCURS PRIOR TO SHOW END, A \$500.00 FINE WILL BE ASSESSED.**

**12. SAFETY.** All display materials used for decoration must be flameproof and fire retardant. All electrical equipment or devices used in or about an exhibit must be in good operating condition and able to pass fire and/or electrical inspections. Extra materials stored in Exhibitor's exhibit space must not block access to the exhibit or cover electrical wires or outlets. Exhibitor shall cooperate responsibly with local ordinances and Hall Management rules regarding health, fire prevention and public safety. If inspection of an Exhibitor's booth discloses a failure to comply with any applicable law, code or regulation, or if Show Management determines that all or any part of an exhibit presents a fire hazard or other danger, Show Management may cause the removal of all or a portion of such exhibit at the Exhibitor's expense. Any exhibits with a vehicle as part of the display must adhere to local fire codes (typically 1/4 tank of gas or less, gas cap taped, battery disconnected and a copy of the keys provided to show management in case of

emergency). Under no circumstances may the weight of any equipment or exhibit material exceed the Hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.

**13. SECURITY.** Show Management will provide perimeter guard service during the Show and while the Exhibit Hall is closed. Exhibitor agrees that Show Management is not liable for anything its guard service, or facility security does or fails to do. This includes, but is not limited to, damage, theft, or loss sustained by Exhibitor's exhibit or its representatives. Exhibitor will not be allowed into the Exhibit Area after Show Hours without express permission from Show Management. Exhibitor may want to consider arranging security for its specific booth space for either during or after Show hours.

**14. ATTENDANCE.** Show Management shall have sole control over admission policies at all times.

**15. FILMING, VIDEO RECORDING RIGHTS AND ELECTRONIC MESSAGES.** From time to time, photographs and/or video recordings, or live broadcasts, may be made in the Show facility, which recordings may include images of Exhibitor, its employees, agents and related merchandise and displays. Exhibitors may not hinder, obstruct or interfere in any way with such photography or recordings whether by Show Management, its agents, attendees or other exhibitors, and hereby consent to Show Management's use of such recordings for commercial purposes including the use of Exhibitor's voice and/or likeness without the expectation of compensation for such use. To the extent necessary to fulfill Show Management's express obligations hereunder, Exhibitor hereby grants Show Management a non-exclusive, royalty-free, irrevocable, nontransferable worldwide license (without the right to sublicense) to use Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files and images. By providing Show Management the e-mail addresses set forth within the Agreement or on the accompanying intake form, Exhibitor hereby consents to receiving unsolicited commercial e-mail messages from Show Management, its affiliates and partners as well as third parties licensed to send such messages to Exhibitor by any of the foregoing.

**16. EXHIBITION ACTIVITIES.** Exhibitor agrees not to schedule or conduct any outside commercial activity including, but not limited to, receptions, seminars, symposiums and hospitality suites during the Show, whether such activities are held at or away from the Hall facility, except with the written approval of Show Management.

**17. ERRORS AND OMISSIONS.** Exhibitor agrees that Show Management will not be liable in the event of any errors or omissions in the NATDA directory listing or in any related materials. Exhibitor acknowledges and agrees that Show Management makes no representation or warranties with respect to the number of exhibition attendees or the demographic nature of such attendance.

**18. ASSIGNMENT, SEVERABILITY, COSTS, EXPENSES AND ATTORNEYS' FEES.** This Agreement cannot be assigned, in whole or in part, without the written approval of Show Management. Show Management may assign this Agreement without the prior written consent of Exhibitor. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. If either party commences any action or proceeding against the other party to enforce or interpret this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the actual costs, expenses, and attorneys' fees (including all related costs and expenses) incurred by such prevailing party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.

**19. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by Florida law without application of its conflict of laws principles. Any suit relating to this Agreement shall be instituted in a state or federal court in Pinellas County, Florida, and the parties submit to the jurisdiction of any such court.

**20. SPONSORSHIP AGREEMENT.** All rules and regulations of all applicable sponsorship agreements and related materials are hereby incorporated into this Agreement if applicable.

**21. AMERICANS WITH DISABILITIES ACT.** Exhibitor acknowledges and agrees that, in connection with the Show, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Exhibitor agrees that in connection with the Show, Exhibitor will (1) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Show, (2) assure, at its expense, that displays posted at or on Exhibitor's booth(s) are accessible to individuals with disabilities, and (3) not discriminate or retaliate against any individual in violation of the ADA.

**22. ADDITIONS OR CORRECTIONS.** Show Management may amend these terms from time to time in the best interest of the Show upon written notice to Exhibitor. Exhibitor agrees to accept notice of additions or amendments and to consider them as part of this Agreement.

**23. BADGES.** Exhibitors must, at all times including but not limited to during set-up and break-down, wear a NATDA Trailer Show badge to enter the Hall. PLEASE NOTE: Due to security regulations, Exhibitors may be asked to present photo ID to receive badges. All Exhibitors must identify all personnel who will be working in Exhibitor's booth.

**24. WHO MAY EXHIBIT.** Exhibitors must be a current NATDA Manufacturer or Vendor Member. Exhibitors are required to maintain a current NATDA Membership throughout the length of the exhibiting contract.

**25.** This contract encompasses all rules and regulations of the official NATDA Exhibitor Manual.