



## AETA International Trade Show Terms and Conditions

1. **Show Management:** The AETA International Trade Show is owned by AETA (“Producer”). All matters and questions not covered by these Terms and Conditions are subject to the decision of Producer.
2. **Exhibitor Registration:** Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company’s product or services in the trade show area. Booth personnel shall wear “Trade Show” badge identification furnished by Producer, and agree to be bound by the rules and regulations as may be established from time to time by the Producer. All Exhibitors are required to set up and staff a physical booth in the exhibit hall throughout the entire exhibit hall hourly schedule. If Exhibitor fails to comply with this requirement then Producer will terminate this agreement immediately, Exhibitor will not receive any refund and all Exhibitor marketing materials will be removed from the trade show floor. Exhibitor’s failure to comply with this requirement will also prevent Exhibitor from participating as an Exhibitor in future trade shows.
3. **Exhibitor Representative:** Each exhibitor must name at least one person to be its representative in connection with the installation, operation and removal of the exhibit. Such representative shall be authorized to enter into service contracts as may be necessary and for which the exhibitor shall be responsible.
4. **Payment:** Payment must be received in full before fulfilment of items included with exhibit package can begin. Payment must be received by exhibitor contract deadline listed on contract before assigning booth space. Booth space will be assigned based on fully paid contracts, booth preference and availability and will be done so following the exhibitor contract deadline.
5. **Exhibitor Cancellation:** In the event of a cancellation on or before the stated date on the current show’s contract, the Exhibitor is liable for fifty percent (50%) of the total booth space cost. One hundred percent (100%) of the cost of exhibit space is due in the event of cancellation or “no show” after that stated date. Failure to make full payment of deposit or exhibit space rental fee prior to the Trade Show will subject Exhibitor to cancellation of Contract, and forfeiture of deposit. So that Exhibitor may plan accordingly, Producer will disclose expected attendance two weeks prior to the Trade Show. Producer does not guarantee attendance figures and attendance is not cause for Exhibitor cancellation or adjustment.
6. **Use of Space:** Exhibitor may not sublet, assign, or apportion any part of the space allotted, nor represent, advertise or distribute literature for the product or services of any other firm or individual except as approved in writing by Producer. Marketing activities and distribution of literature and products may only occur in exhibit space assigned to Exhibitor.
7. **Eligible Exhibits:** Producer reserves the right to determine the eligibility of any company interested in exhibiting in the trade show, including persons or products related to that company.
8. **Booth Equipment and Services:** Each contracted 10’x10’ booth includes the following: 8’ high drape back wall, 3’ high drape side walls, 30” skirted table (4’, 6’ or 8’), 2 folding chairs, one wastebasket and one 7”x44” ID sign listing company name and booth number.

9. **Booth Construction and Arrangement:** Exhibits shall be arranged so as not to obstruct the general view or exhibits of others. Specially-built displays not in accordance with regulations are to be submitted to Producer before construction is ordered.

*Standard Booths:* For one or more booths in a straight line (in-line booths), the maximum height of backwalls, signs, facias and lights will be 8'.

*Display Fixtures:* All Display Fixtures over 3' in height may be placed next to the side walls and may extend 7' from the back wall. The last 3' to the aisle may not exceed over 42" in height. Other items of furniture, such as chairs or tables, may be set at the front booth line, but cannot exceed the 42" height limit.

*See-through Panels:* May be used as an entire side wall, provided samples are sent to Producer in advance for approval. Exhibitors using canopies of false ceiling over their exhibit may use vertical supports up to 3" in width in the corner of their booth. Vertical supports, which are strictly decorative, will not be permitted if they interfere with sight lines of other exhibitors.

*Perimeter Booths:* One or more booths in a straight line located on the outer perimeter wall of the floor may extend the back wall to a maximum of 12' (including signs, displays and lights). All other regulations governing standard booths apply to perimeter booths.

*End-cap Booth* (2 booths side-by-side with each booth on the end of a row): The back wall of the 2 booths may be 8' in height so long as it does not exceed 14' in length (last 3' on each side to aisle must not exceed 42" in height).

10. **Installation and Dismantling of Exhibits:** All displays must be completely arranged for viewing, by the date and hour specified by Producer. **Dismantling will not be permitted prior to the stated time on Monday at the closing of the trade show.** Exhibitors do not have the right prior to closing of the trade show to pack or remove articles on exhibit. Early booth breakdown is strictly prohibited. An exhibitor is in violation of early breakdown if they start to break down their booth, remove product from their shelves, box up product and are unable to conduct business in their booth PRIOR TO 3stated time on the last day of the show. Show management will assess a fine to first time violators in the amount of US \$500, second time violators will be fined \$1,000 and third time violators will forfeit opportunity to participate in the show. Companies in violation of this policy are jeopardizing their booth location for future shows and the fine must be paid prior to being able to reserve space in subsequent shows.
11. **Safety, Fire and Health:** Exhibitor must comply with all safety, fire, and health ordinances applicable to its exhibit booth.
12. **Restrictions:** Producer reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable or otherwise detract from, or are out of keeping with the character of the Trade Show as a whole. This right extends to materials the Producer may deem objectionable or out of keeping with the character of the Trade Show as a whole. No exhibiting firm, organization or trade publication, regardless of its product or service not assigned space in the exposition will be permitted to engage in direct selling in the exhibit hall area. The serving of food or the running of contests of any kind must follow the guidelines of the exclusive building caterer and then be approved in writing by Producer.
13. **Exhibitor Activities:** Exhibitor agrees not to schedule or conduct any outside activities including, but not limited to receptions, seminars, symposiums and hospitality suites that are in conflict with the official program of Producer whether such activities are held at or away from the official show site,

except with written approval of Producer. Exhibitor will submit to Producer 60 days prior to the trade show's opening date any program the exhibitor intends to hold at or in conjunction with this trade show for written approval as to the time and place.

14. **Safety:** Machinery, operating equipment or other objects that might cause bodily harm must be adequately safe guarded. No storing of inflammable materials is allowed behind any back all or between two back walls.
15. **Shipping & Receiving:** Contracted decorating company must do all shipping and receiving. All shipments sent directly to Expo Center will be refused and/or forwarded to decorating company. Exhibitor will be responsible for any related storage and/or drayage fees assessed by decorating company.
16. **Liability:** Producer, the Greater Philadelphia Expo Center, and O'Shea Events shall not be liable to Exhibitor in any respect for any claims, losses, expenses, injuries, or damages arising out of or related to the Trade Show or Exhibitor's participation in the Trade Show due to any act or omission of Producer, the Greater Philadelphia Expo Center, or O'Shea Events, or their respective employees or agents, or any third person, whether based on breach of contract or warranty, negligence or other tort, or strict liability, unless directly and solely caused by the gross negligence or wilful misconduct of Producer, the Greater Philadelphia Expo Center, or O'Shea Events. Producer disclaims all warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Producer, the Greater Philadelphia Expo Center, and O'Shea Events shall not be liable to Exhibitor for any indirect, special or consequential damages, including lost profits, whether based upon a claim or action of contract, warranty, negligence, strict liability or other tort. Notwithstanding any other provision of these terms and conditions, the maximum liability of Producer, the Greater Philadelphia Expo Center, or O'Shea Events to Exhibitor will in no event exceed the lesser of (i) the amount of exhibit fees paid by Exhibitor to Producer or (ii) \$5,000; recovery of such amount shall be the Exhibitor's sole and exclusive legal remedy. Any claim against Producer, the Greater Philadelphia Expo Center, or O'Shea Events by Exhibitor not submitted within thirty (30) days of the close of the Trade Show shall be forever waived, and no suit or action shall be brought against Produce, the Greater Philadelphia Expo Center, or O'Shea Events more than one (1) year after the Trade Show.
17. **Indemnification:** Exhibitor shall indemnify and hold harmless Producer, the Greater Philadelphia Expo Center, and O'Shea Events, and their respective employees and agents from and against any and all liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney's fees) on account of personal injury, death, or damage to or loss of property arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by Exhibitor, its employees, agents, contractors, patrons, or invitees. The foregoing shall not apply with respect to any liability, damage, or loss directly and solely caused by the gross negligence or wilful misconduct of the entity or person seeking indemnification.
18. **Insurance:** Exhibitor shall obtain and maintain in effect (a) an insurance policy of Commercial General Liability form with a combined single limit of \$1,000,000 for bodily and/or personal injury or death and property damage, and (b) Workers' Compensation coverage with statutory limits. Such insurance coverage shall name the American Equestrian Trade Association (2207 Forest Hills Drive, Harrisburg, PA 17112) as additional insured as their interests may appear, covering the activities of Exhibitor in connection with the Trade Show. Exhibitor must provide Producer with certificates of insurance evidencing these policies.
19. **Property:** Exhibitor agrees to assume risk of loss for its property and agrees to waive any and all claims and hold Producer harmless from and against any loss of, damage to, or disappearance of such property.

20. **Taxes and Licenses:** Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity in the Trade Show. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes (including sales tax), license fees or other charges that shall become due to any government authority in connection with their activity in the Trade Show.
21. **Compliance:** The exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning fire, safety, health, together with the rules and regulations of the operators and/or owners of the property wherein the exhibit is held. Federal, state and city laws must be strictly observed. Wiring must comply with fire department and underwriters' rules. All drapes, curtains, table coverings and skirts, displays, or any other materials used in Exhibits must be flame retardant. Wood and wood by-products must be treated by a certified fire retardant applicator, using pressure impregnation or similar impregnation method. ALL such material is subject to inspection and flame testing by the Fire Marshall.
22. **Non-Compete:** Exhibitor may not in any way market, promote, or mention products or services that are deemed by Producer to compete with its own products and services, or other business activities producer may identify. Violation of this condition will be deemed "cancellation for cause," and result in immediate ejection from the Trade Show, loss of all benefits specified in this contract, and forfeit of all monies paid to Producer. Producer reserves the right to decline exhibit space if, in Producer's judgment, the products and/or services to be marketed and/ or demonstrated are unrelated to or inappropriate for the conference, or for any other reason.
23. **Deadlines & Mechanical Specifications:** Exhibitor is responsible for insuring that all deadlines and specifications are met as outlined on the attached contract. Producer will not be responsible for Exhibitor items not submitted according to outlined specifications or received after the deadline. Additional charges may be incurred if specifications and deadlines are not met as outlined by Producer.
24. **Trade Show Cancellation:** Producer reserves the right to cancel the Trade Show and terminate all other aspects of this program at any time. In such event, agrees that the sole liability of Producer shall be to refund all exhibit space fees paid by Exhibitor to Producer. Should Producer terminate this agreement pursuant to the provisions of this section, Exhibitor waives claims for damage arising there from. Such cancellation relieves Exhibitor of requirements to perform as described in this contract, with the exception of fulfilled Sponsor benefits prior to cancellation.
25. **Governing Law/Jurisdiction:** The booth space contract, including these terms and conditions, is made under and shall be governed by the laws of the Commonwealth of Pennsylvania in all respects, including matters of construction, validity and performance. The sole and exclusion forum for the litigation of legal disputes shall be a State or Federal court of competent jurisdiction in or for Harrisburg, Pennsylvania.
26. **Management:** Producer reserves the right to interpret, amend and enforce these Rules and Regulations as it deems proper to assure the success of the Trade Show. The exhibitor further agrees that these Rules & Regulations of the American Equestrian Trade Association International Show are made part of the agreement and the signing of this contract for space, indicates that the exhibitor has read, understood and agreed to same.
27. **Responsibility:** If the exhibitor fails to comply in any respect with the terms and conditions of this agreement, Producer shall have the right without notice to the exhibitor to offer said space to another exhibitor, or to use said space in any other manner. This shall not be construed as affecting the responsibility of the exhibitor to pay the full amount specified by the contract.