

OFFICIAL TERMS AND CONDITIONS

The following terms and conditions are incorporated into the contract for exhibit space:

We agree that The Great American Trucking Show, owned and operated by Randall-Reilly, LLC is responsible for all aspects of The Great American Trucking Show and shall have full power in the interpretation and enforcement of the requirements outlined in this Contract. Any changes to this Contract must be initiated by both parties. All matters not covered by the foregoing shall be subject to the final judgment of Show Management. It is understood that by submitting this Application/Contract for Exhibit Space, I agree to abide by the Official Terms and Conditions appearing in this agreement and in the Exhibitor Services Manual are hereby incorporated by reference and the Exhibitor agrees to be bound thereby.

1. **Allotment of Space:** We hereby contract for the booth(s) listed on page one in the exhibition area of the Kay Bailey Hutchison Convention Center Dallas, or KBHCC, for the purpose of displaying and demonstrating equipment manufactured or distributed by us or services available from us during The Great American Trucking Show, scheduled for August 23, 24 and 25, 2018.
 - a. We agree that we will only display and demonstrate products or services directly related to, utilized by, or benefiting the trucking industry.
 - b. We accept the floor plan submitted by Show Management and understand that we may be relocated or the floor plan modified if it is in the best interest of the Show or if it is required by any agency regulating the exhibit facility.
 - c. Any space allotted and not occupied for the purpose set forth by 10:00am, August 23, 2018 shall revert to Show Management to be resold and occupied in any manner and for such purposes as Show Management may choose. All money paid by us, the exhibitor, as provided for above, shall be retained as liquidated damages and this contract shall be null and void.
2. **Payment/Refund Policy:** The Exhibitor shall pay the following installments:
 - a. **50% non-refundable deposit due on contracts received prior to May 1st.**
 - b. **100% non-refundable payment due on contracts received on or after May 1st.**
 - **Deposits due are for processing of the Application/Contract for Exhibit Space and are Non-refundable.**
 - Exhibitor understands that the total cost for exhibit space on any signed Application/Contract for Exhibit Space, which is not cancelled in writing prior to May 1st, 2018, will remain due and payable prior to opening of the 2018 Great American Trucking Show.
 - In the event the Show is cancelled for any reason or contingency Show Management shall not be held liable for any expense incurred by us and they shall determine the amount of exhibit fee to be refunded. **We agree to the payment schedule and understand that our assigned booth space may be cancelled by Show Management if payment is not received by the due dates outlined and that our account may be turned over to collections for remittance.** In the event of cancellation of this exhibit space by Show Management due to missed payments, we understand that all prior deposits and payments are non-refundable. Exhibitors will not receive the wide range of support services and facilities available until their booth payment installments are settled. The client understands that all past due balances will be subject to a 0 per month finance charge. The client further agrees to pay 35% collection charge in the event of default if the account is placed with a collection agency or attorney.
 - **NOTICE OF CANCELLATION must be made in writing to Show Management.**
 - **Deposit of 50% of exhibit space remains due if cancelled prior to May 1st.**
 - **100% of exhibit space remains due if cancelled on or after May 1st.**
3. **Sharing/Sub-Leasing:** As an exhibitor, WE WILL NOT SHARE, SUB-LEASE or assign this space or any part thereof either with or without charge. This space has been assigned for our exclusive use, and no product or service not normally handled by us will be displayed. We further agree that all demonstrations, displays and distribution of promotional matter will be confined to the limits of our booth and that no personnel will be permitted to canvass or solicit business in any other area of the exhibit hall.
4. **Eligibility of Exhibits:** Show Management has and shall retain the right to determine the eligibility of any potential exhibitor for inclusion in the Show and may reject any exhibit not deemed to be in keeping with or appropriate to the purpose of the Show.

EXHIBITS

5. **Installation & Dismantling of Exhibits:** Installation may start at 8:00am Monday, August 21st (for selected exhibitors only – see Target Move-In Schedule) and must be completed no later than 5:00 pm Wednesday, August 22nd. **Dismantling will not begin before 4:30 pm Saturday, August 25th.** We further agree that we will vacate the exhibition area no later than 12:00 noon Sunday, August 26th, and that we will leave our allotted space free of debris. We understand that it is our responsibility, at our sole cost, to install and put in place our exhibit before the opening of the Show and dismantle and remove it immediately after the closing as set forth above. We agree that any deviation must be cleared in advance with Show Management. We further agree not to dismantle or vacate our booth before 4:30 pm Saturday, August 25th or we shall receive a \$500 fine.
6. **Arrangement of Exhibits:** We accept the booth layout as outlined on the Show floor plan provided by management and agree that all displays and furnishings will be at our expense. Back drape and side drapes will be provided for all linear exhibits. A uniform two-line sign, approximately 7"x44", will be provided for all exhibitors upon request. We further agree not to erect signs, partitions, or to display products in such a way as to occasion injury or disadvantageously affect the display of other exhibits. We understand that displays in any standard booth may not exceed 8' in height and all displays over 4' in height and placed within 10 lineal feet of an adjoining exhibit must be confined to within 5' of the back wall unless written approval of Show Management. Plans for any questionable exhibits should be submitted within two weeks of issuance of contract.
7. **Columns:** We understand that our booth may have one or more columns inside its boundary (check floor plan). These columns may contain fire hoses or extinguishers and nothing can be placed on or around them that would in any way restrict the access and use of this equipment.

RULES AND REGULATIONS

8. **Fire & Government Regulations:** We accept that our exhibit, its material and installation must meet the requirements of the Dallas County Fire Department. We also agree to comply with all local, state and federal laws.
9. **Union Agreements:** We agree to conform to Union Contract Rules and Regulations and will use qualified Union personnel, when required, for erecting, assembling, dismantling, packing and

unpacking of displays and for material handling within the Show. The handling, placing or setting up of merchandise that is to be displayed does not require Union labor and may be done by the exhibitor. (Guidelines can be found in the Exhibitor Services Manual.)

10. **Product Sales:** Onsite sales will be permitted in the Exhibit Hall. If you engage in business in Texas and you sell or lease tangible personal property or provide taxable services in Texas to customers in Texas, and/or you acquire tangible personal property or taxable services from out-of-state suppliers that do not hold a Texas Sales or Use Tax permit, you must complete Form AP-201. Additional information is available online at: www.window.state.tx.us/taxinfo/sales/ or by calling 1-800-252-5555.
 - a. Companies that sell, produce, or distribute TENS Units/Massagers/Electronic Muscle Stimulators (of any kind) MUST receive approval from Show Management in order to display these products in booth space.
11. **Product Eligibility:** All materials including bumper stickers, greeting cards, phone cards, t-shirts, posters, etc., which contain profane language, nudity, obscene images or illegal drug related images will not be permitted in the Show.
12. **Live Show, Sound Systems, Movie(s):** Exhibitors incorporating movies, live shows, or sound systems in their display must notify Show Management on or before July 6, 2018 and have a sufficiently large area to accommodate their audience without causing any blockage of aisles. Also the sound level must be low enough not to disturb other exhibitors or guests. Show management reserves the right to cancel or regulate any such show by reducing the sound level and/or frequency and/or length of any such show.
13. **Noisy or Obnoxious Equipment:** Any equipment or apparatus or giveaways producing noise, vibration, odor, or light that could be detrimental to neighboring exhibitors or guests is prohibited.
14. **Sound Level and Music:** Exhibitors may use sounds equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. The noise level within an exhibit must not exceed 85 decibels as measured from the aisle immediately in front of the booth. No music (live or recorded) is allowed in any booth without permission of Show Management. Show Management is not responsible for the Exhibitor's licensing for the use of music in any form during the show.
15. **Literature:** Any distribution of literature or samples shall be restricted to materials directly related to the services or equipment exhibited. Such distribution shall be made only from the exhibitor's booth.
16. **Food, Beverage & Popcorn Machines:** Show Management must approve any distribution of food and/or beverages, including popcorn. All food, beverage and popcorn machines must be ordered directly from the Kay Bailey Hutchison Convention Center or be a sample size of 3 ounces or less and accompanied by a sample authorization form sent to Centerplate, the KBHCC caterer. Exhibits with popcorn machines must provide full-time janitorial service to clean up spills in any nearby booths.
17. **Promotional Stickers:** We will not place promotional stickers on any portion of KBHCC Property or on Visitor's badges and we will pay any charge incurred in removing stickers from KBHCC Property.
18. **Balloons:** Helium balloons no smaller than 36 inches in diameter are allowed only where they are anchored to exhibit. Absolutely no helium balloons shall be permitted to give away or sell.
19. **Copyrighted Music:** We agree to obtain any licenses necessary for any music performed or played in our booth.
20. **Exhibitor Personnel:** All exhibitor personnel must be clothed in no less than shorts and a tank top and must restrict activities to their own booth.
21. **Official Services:** We understand that designated official Show Contractors are responsible for their area of operation and any outside contractor or worker must operate within the concurrence of the official contractor and Show Management. An Exhibitor Services Manual with a complete index of designated contractors and their forms will be sent to each exhibitor. We agree to supply Show Management, 30 days in advance, the name, address, and specific service to be supplied by any contractors not designated in the Exhibitor Services Manual. Any outside contractor used according to this section must furnish Show Management with a Certificate of Insurance and a list of all persons who will be working the exhibit hall.

LIABILITY

22. **Limitation of Liability:** We agree that neither The Great American Trucking Show, Randall-Reilly, LLC, their employees, the owner of the Kay Bailey Hutchison Convention Center nor their representatives, will be responsible for any injury to any exhibitor, its employees, agents or property; or for loss by fire, theft, damage, delay, electrical or mechanical failure, labor trouble, or any cause whatsoever while the exhibits and merchandise are in transition within the exhibit area, or while being moved into or out of the KBHCC. We further agree to indemnify and save harmless the above organizations from injury to any person or loss or damage to any property caused by the act or omission of ourselves, our agents or employees arising out of, or in connection with, our exhibit and the use, occupancy and maintenance of the space allotted under this agreement.
23. **Insurance:** All exhibitors must provide a Certificate of Insurance indicating General Liability coverage with a limit of at least \$1,000,000 per occurrence with a \$2,000,000 aggregate limit. The Certificate of Insurance must be received for the event prior to the exhibitors being permitted onto the floor. Make sure the Certificate of Insurance names the Kay Bailey Hutchison Convention Center Official Decorator/Contractor and Randall-Reilly, LLC as additional insured. Certificate holder should be shown as Randall-Reilly, LLC. Show Management must receive the Certificate of Insurance no later than August 1, 2018. Include booth name and booth number on the form. Please fax, mail or email one Certificate of Insurance to the address or email below:
Address: Randall-Reilly, LLC, Attn: Betsy Morrison, 3200 Rice Mine Road NE, Tuscaloosa, AL 35406
Email: betsymorrison@randallreilly.com
24. **Security:** Show Management will assign a security detail during all hours of the Show. Show Management does not assume responsibility for the loss and/or damage by fire, theft, or any cause of the exhibitor's property. We agree to have an attendant present and in charge of our exhibit during exhibition hours.
25. **Protection of the Kay Bailey Hutchison Convention Center:** We agree that we shall compensate the Kay Bailey Hutchison Convention Center for any expense resulting from either injury or damage to the physical property of the Kay Bailey Hutchison Convention Center caused by any rigger, hauler or contractor engaged for the purpose of moving our display either into, within or out of the exhibit hall. We agree also that nothing will be tacked, nailed, screwed or otherwise attached to any part of the building, and such damage/repairs will be at the exhibitor's expense.