

AEMTA TRADE SHOW AUG 2-4, 2018 TERMS AND CONDITIONS

Arkansas EMT Association is referred to herein as "Management". "Exhibitor" refers to the applicant indicated on page one of this contract.

1. Payment and terms

Exhibit space cost and payment terms are stated on the front of this contract, and all payments are non-refundable after July 1. In the event of total or partial cancellation (space size reduction) after July 1 by Exhibitor, the Booth Fee will not be reduced or refunded and the total amount will be due.

If Exhibitor fails to pay the entire Booth Fee at the times specified, or fails to comply with any of the terms and conditions or rules and regulations, Management may reassign the booth location reserved for Exhibitor and/or may resell that booth location to another party. The entire Booth Fee must be paid in full prior to move-in of the conference July 30.

If Exhibitor cancels or breaches this agreement for any reason whatsoever, in addition to whatever right Management may have under applicable law, any payments made by Exhibitor prior to the date of termination shall be retained by Management as liquidated damages and not as a penalty. Management and Exhibitor agree that such amounts constitute a reasonable provision for liquidated damages. Exhibitor shall also be liable for any required payments not received as of the date of cancellation or breach of this agreement.

If the conference is cancelled or not held for any reason whatsoever, then this agreement shall be cancelled. Exhibitor's sole and exclusive remedy shall be to receive a refund of all amounts actually paid.

If, for any reason beyond Management's control (e.g. act of God, fire), the conference is materially curtailed, Exhibitor shall receive a pro-rata refund of fees.

2. Booth Assignment

Management will attempt to make assignment in keeping with Exhibitor requests set forth on page one of this contract; however, Management reserves the right to make a final determination of all space assignments. Management shall have no liability for its failure or inability to comply with Exhibitor's requests, and Exhibitor shall have no right to cancel this contract because of such failure.

3. Exhibit content

The Trade Show provides a showcase for goods and services either specifically designed for or customarily used by the Emergency Medical Services (EMS) Industry; *the exception being the Personal Market Place area*. Exhibitor may not, under any circumstances, display or promote goods or services other than its own goods and services of the type described in this contract.

Management reserves the right to refuse rental of space to any company whose display of goods and services is not, in the opinion of Management, compatible with the general character and objectives of the conference.

4. Subletting of space

Exhibitor may not assign this contract and may not permit or sublet all or any part of its assigned space to be used by any other business or firm, unless Management has given prior written approval. Any such assignment, permission, or sublease without Management's prior written approval shall be null and void.

5. Authorized Representative

Exhibitor must designate one person as its representative in connection with installation, operation and removal of its exhibit. The designated representative must be in attendance throughout all exhibit hall hours and shall be responsible for keeping the exhibit neat, staffed and orderly at all times.

6. Fire, Safety and Health

Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. The Hot Springs Convention Center may have rules and regulations above state and local requirements.

7. Exhibit Rules and Regulations

Exhibitor's display must be contained within the designated contracted space and not interfere with adjacent Exhibitors, pedestrian flow or Emergency access. Management reserves the right to require an exhibitor to alter an exhibit before or during the conference as Management deems to be in the best interests of the conference. Such changes shall be made at the Exhibitor's expense and are subject to Management approval. No helium balloons or flying devices are allowed.

8. Licenses/Permits

Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the conference. Exhibitor shall be responsible for paying all taxes, license fees or other charges that shall become due to any government authority in connection with their activities at this conference. Current Hot Springs Sales Tax rate is 10%.

9. Recorded/Live music or public address

Due to the nature of the exhibit hall any sort of live or recorded music is not permitted which can be heard beyond the confines of the exhibitor's booth. Public address systems are not allowed. Management will provide public address opportunities from the designated Information Booth.

10. Installation and removal

Exhibitor must install its exhibit on the designated set up day and hours unless specific arrangements have been made with Management before said day. The exhibit must be dismantled and removed immediately after the exhibit hall closes. Exhibitor is requested not to dismantle the exhibit prior to close the last day of vendor hall; however, should Exhibitor require an early exit and knows this beforehand, the Exhibitor is expected to inform Management of this and Exhibitor will be assigned a space which will afford easy exit and minimal interference with other exhibit space. **Early departure without prior notification will result in a \$250 fine and loss of location for 2019.**

11. Property Loss or Damage

Management shall not be responsible for any loss of or damage to any property of Exhibitor or of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees.

All of Exhibitor's property shall remain under their custody and control in any transit to and from the exhibit hall and while in the confines of the exhibit hall.

Neither Management nor its service contractors, nor the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the loss or damage to property of Exhibitor or of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees or invitees from theft, fire, accident, vandalism or any other cause and Exhibitor expressly waives and releases any claim or demand against any of them by reason of any damage to or loss of any property.

Exhibitor shall be solely responsible for the loss of or damage to any property of Exhibitor's personnel, including but not limited to Exhibitor's booth personnel and representatives, models, demonstrators and actors.

11. Cont.

Accordingly, it is the Exhibitor's responsibility to secure its own insurance or otherwise protect itself and its property and the property of its booth personnel against loss or damage.

12. Shipping

The Hot Springs Convention Center does not have a Shipping and Receiving department and therefore cannot and will not accept any Exhibitor booth materials which are shipped to the Convention Center.

The Convention Center will refuse any Exhibitor materials shipped to them and Exhibitor will be responsible for any cost for their return.

Shipping will be handled by **Sunbelt Convention Services**
409 Collins St. Little Rock, AR 72202

501-244-9955 Fax 501-244-9995 sunbelt4u@gmail.com

Exhibitors should contact Sunbelt for their freight needs and info.

13. Labor

Exhibitor shall observe all contracts in effect between Management, service contractors, exhibit hall facilities and the labor organizations involved.

14. Disputes

In the event of a dispute or disagreement between Exhibitor and an official contractor, or between Exhibitor and a labor union or labor union representative, or between two or more exhibitors, or concerning the interpretation of the rules and regulations, the actions or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement shall be final and binding on Exhibitor.

15. Indemnification

Exhibitor agrees to defend, indemnify and hold harmless Management (and the exhibition facility management) from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Management (or the exhibition facility management) on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the Exhibitor (or any of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees, or invitees, or any other person entering in or about Exhibitor's booth space with the express or implied permission of Exhibitor), or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor (or any of its booth personnel, representatives, agents, employees, contractors, patrons, guests, licensees, or invitees) of any law, ordinance or governmental order of any kind, or when any such or damage may in any other way arise from or out of the operation or use of Exhibitor's booth space. Such indemnification by the Exhibitor shall be effective unless such damage or injury results from the gross negligence or willful misconduct of Management. Exhibitor covenants and agrees that in case Management (or the exhibit facility management) shall be made party to any litigation commenced by or against Exhibitor or relating to this contract or to Exhibitor's booth space or to any of its agents, employees, contractors, patrons, guests, licensees, or invitees, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred or imposed upon Management (or upon the exhibition facility management) by virtue of any litigation.

16. Acceptance of this Contract

This Exhibit Application/Contract does not become a binding contract until Management has issued a written confirmation of acceptance. The receipt and deposit of Exhibitor's payment accompanying the application for space does not constitute acceptance of a contract.

16. Modification

This contract contains the entire agreement between Management and Exhibitor. It may not be orally modified. Only an agreement by a duly authorized representative of Management may alter any part of this agreement.

17. Choice of Law and Forum

This contract shall be governed by the laws of the State of Arkansas. Any action commenced by Exhibitor arising out of or relating to this agreement, or arising out of or relating to the conference shall be brought solely in the courts of Arkansas unless Management consents to another forum. Exhibitor consents to the jurisdiction of the courts of Arkansas for the resolution of any action arising out of or relating to this Agreement, or arising out of the conference.

18. Other

MANAGEMENT RESERVES THE RIGHT TO CHANGE THE RULES AND REGULATIONS AND TO MAKE ADDITIONAL RULES AND REGULATIONS AS IT DEEMS TO BE IN THE BEST INTERESTS OF THE CONFERENCE. MANAGEMENT SHALL HAVE THE SOLE POWER TO INTERPRET, AMEND AND ENFORCE RULES AND REGULATIONS.

By signing below you confirm you have read and agree to all items in this contract.

Company _____

Authorized Signature _____

Printed Name _____

Date _____

You may fax this form to 479-824-3646 no cover sheet required

Contact: T.A. Sampson 479-824-8109 cell 479-957-7656(no text)

TRADE SHOW HOURS

Set up Thurs Aug. 2: ALL VENDORS 10:00-2:00

Sneak Preview Thursday Aug 2 4:00-6:00

Friday August 3: 11:00-5:00

Meet & Greet 12:00- 'til food is gone

Saturday August 4 9:00-1:00