

APTA's TRANSform Conference 2019: A *reimagined* Annual Meeting

October 13 – 16, 2019 • Marriott Marquis • New York, NY

CONTRACT FOR EXHIBIT SPACE

The undersigned, by the duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with the American Public Transportation Association (hereinafter called "APTA") for exhibit space at the APTA's TRANSform Conference 2019: A *reimagined* Annual Meeting, October 13 – 16, 2019 at the Marriott Marquis, New York, NY (hereinafter called "Facility"). This contract is subject only to (1) the acceptance by counter signature of APTA's show management company, National Trade Productions, Inc. (hereinafter called "NTP") and (2) such additional terms and conditions which constitute a part of, or are included in, this contract. Reservation of exhibit space by NTP on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Exhibitor or be binding upon NTP or APTA.

THE EXHIBITOR further agrees that if, in the opinion of NTP, it becomes necessary to change the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor.

TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS:

- A. EXHIBIT SPACE RENTAL FEE:** The rental fee for a contracted Kiosk is twenty-eight hundred dollars (\$2,800) for APTA's TRANSform Conference 2019: A *reimagined* Annual Meeting. **The following is included with your Kiosk:**

- Smartwall Panel with 1m x 1/2m x 42" H Cabinet
- One (1) High Stool
- One (1) Waste basket
- One (1) complimentary exhibit-only pass valid for show floor only
- One (1) complimentary ticket to the Welcome Reception and Monday Lunch
- Attendee List by logging on to APTA member portal, post show

- B. PAYMENT TERMS:** Payments are due upon receipt of the invoice. Please login via the link provided on the invoice for credit card payments. If paying by check: Make checks payable to: American Public Transportation Association. Send payment along with original contract to APTA c/o NTP, 313 S. Patrick Street, Alexandria, VA 22314. Please include "APTA's TRANSform Conference" on the check.

Complete, sign, scan and email contract to APTATransFormSales@ntpevents.com. A copy of this contract will be emailed to you upon acceptance. Note: Each exhibitor must also submit an original certificate of liability insurance to the above address by September 27, 2019 (see INSURANCE paragraph on 2nd page.)

- C. CANCELLATION:** In the event the Exhibitor cancels all or part of the exhibit space contracted herein, the Exhibitor must do so in writing. Fees will be refunded if a request is received in writing no later than August 15, 2019 (60 days prior to event). A 20% cancellation fee will be withheld. There will be no refunds after August 15th, 2019. Exhibitors will be liable for any collection expense, including reasonable Attorney's fees, "reasonable" to be construed as not less than twenty-five percent (25%) of the amount of all other monies determined to be owed by the Exhibitor.

D. EXHIBIT SPACE:

Must be an APTA Member to rent exhibit space and participate at APTA's TRANSform Conference 2019: A *reimagined* Annual Meeting.

1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____ Member: ☐ Yes
Total Cost: _____

- E. Please do not place me next to these companies** _____
Special Request _____

F. ACCEPTANCE AS BINDING CONTRACT:

Company Name _____
Contact Name _____
Address _____
City/State/Zip _____
Name _____
(Please print)

- G.** Title _____
Telephone _____
Fax _____
Email _____

X

Signature by Authorized Representative

Date

By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor.

H. ALL INVOICES SHOULD BE SENT TO:

Name _____
Mailing Address _____
Title _____
Telephone _____
Fax _____
Email _____

I. EXHIBITOR SERVICE MANUAL (ESM PROVIDED ONLINE):

Please provide ESM contact information below:

Name _____
Title _____
Telephone _____
Fax _____
Email _____

For Use by National Trade Productions, Inc.

Exposition Assigned APTA TRANSform19 Kiosk Assigned _____

Total Rental Fee \$ _____

Accepted for National Trade Productions, Inc. _____ Date: _____ A/E Code RB

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Contract for Exhibit Space (Continued)

CANCELLATION: In the event the Exhibitor cancels all or part of the exhibit space contracted herein, the Exhibitor must do so in writing. Fees will be refunded if a request is received in writing no later than August 15, 2019 (60 days prior to event). A 20% cancellation fee will be withheld. There will be no refunds after August 15th, 2019. Exhibitors will be liable for any collection expense, including reasonable Attorney's fees, "reasonable" to be construed as not less than twenty-five percent (25%) of the amount of all other monies determined to be owed by the Exhibitor.

EXHIBIT HOURS: Exhibit hours, subject to change, are as follows:

Monday, October 14, 201912:00 p.m.–5:00 p.m.

Tuesday, October 15, 20198:00 a.m.–5:00 p.m.

Wednesday, October 16, 2019.....8:00 a.m.–12:00 p.m.

SPACE: The exhibit space diagram shows the floor arrangement of space. Dimensions and location of each kiosk are believed to be accurate but only warranted to be approximate.

ARRANGEMENT OF EXHIBITS: Smartwall Panel with 1m x 1/2m x 42" H Cabinet, One (1) High Stool and One (1) Waste basket. All other furnishings, equipment, facilities, etc., will be provided by Exhibitor at its own expense and responsibility. These may, at the Exhibitor's discretion be obtained through the official suppliers. No exhibitor shall assign, sublet, or share the whole or any part of the kiosk space allotted.

GENERAL RESTRICTIONS:

- Exhibitors are prohibited from using amplifying equipment that is objectionable to APTA or NTP.
- Exhibitors must confine their activities to their contracted space.
- Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own kiosk.
- Exhibitors who use costumed models or mannequins should be sure that their manner of appearance and dress is such as to not offend even the most critical.
- Draping materials and other decorative materials must be flameproof and comply with all State and local regulations.
- APTA reserves the right to require the modification of any questionable exhibit.
- "Cash and Carry" sales are not permitted from the exhibit floor.
- Exhibitors are prohibited from using music in their kiosk, either live or mechanical.
- Exhibitors must comply with all safety provisions as noted in the Exhibitor Services Manual and as required by Facility and Fire Marshal.
- The laws of the State of New York shall govern the construction, interpretation and enforcement of this agreement

LIABILITIES: The Exhibitor agrees that APTA, NTP, their agents, and their employees, and the Facility or their employees: (a) Will not be responsible for any damage to or loss or destruction of the Exhibitor's property or injuries to the Exhibitor, his representatives, agents or employees, all claims for any such loss, damage, destruction, or injury being expressly waived by the Exhibitor, (b) Will be exempted from or indemnified for any claims for injury to any of the Exhibitor's representatives, agents, or employees (c) Will be exempted from or indemnified for any claims of violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (d) Will be exempted from or indemnified for any claims of libel, slander, defamation or similar claims resulting from the actions of exhibitor. The Exhibitor may be required to provide a certificate of insurance to APTA. Exhibitor shall also indemnify and save and hold harmless NTP, APTA and Facility from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act, omission, negligence or misconduct on the part of Exhibitor or its agents, servants, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the gross negligence of NTP, APTA or Facility. Such indemnification shall not be limited to insurance required herein. APTA, NTP, and their agents and their employees will not be liable for failure to hold the Exhibits as scheduled. Payments for exhibit space will be returned in that event except that any actual expense incurred in the connection with the Exhibits will be deducted if the Exhibits are called off because of fire, or any act of God, or the public enemy, or strike, or epidemic, or act of terrorism or any law or regulation of public authority or any other act beyond the control of APTA, which makes it impossible or impracticable to hold the Exhibition.

INSURANCE: Exhibitors shall insure their own exhibits and display materials. Exhibitors shall carry Public Liability Insurance with a \$1,000,000.00 combined single limit or bodily injury, accident, and property damage. Exhibitor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier that carries fire, explosion or any other risk coverage insuring their property. APTA will provide security guard service throughout the entire meeting, including the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft of any kind.

AMERICANS WITH DISABILITIES ACT: Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their exhibits accessible to persons with disabilities. Exhibitor shall also indemnify and hold harmless APTA, NTP and Facility against cost, expense, liability or damage which may be incident to arise out of or be caused by Exhibitor's failure to have their exhibit comply under the Act.

HANDLING AND STORAGE: The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official general services contractor. Fire regulations prohibit the storage of empty crates and cartons within the exhibitor's exhibit area. Crates and cartons will be stored by the official general services contractor and returned to the exhibit in a timely manner at the end of the show as part of the handling contract.

LABOR, AND DRAYAGE: When notified, exhibitors are encouraged to forward prepaid shipments directly to the general services contractor's warehouse at the address given in the Exhibitor Services Manual with the name of show, name of exhibitor, and Kiosk number. A copy of the bill of lading should also be forwarded to the official general services contractor. Schedule of prices and applications for rental and labor services will be emailed to exhibitors well in advance of the show. Orders for utility services may have advance order deadline requirements which should be adhered to by exhibitors in order to ensure installation prior to show opening. Special forms, showing rates of other basis of charges, will be included in the exhibitor services manual.

ADMISSIONS: All persons visiting the exhibits will be admitted according to the rules and regulations of the Exhibit as issued or amended by APTA and NTP.

RULES AND REGULATIONS: Exhibitors will abide by all other provisions of these rules and regulations, and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by APTA are hereby made an integral part of the Contract and of the agreement between Exhibitor and APTA for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

UNION RESTRICTIONS: Exhibitors agree to all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

Signature by Authorized Representative

Date

By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor.