

### APPLICATION & CONTRACT

Booth Location(s): (make up to 3 selections) \_\_\_\_\_

Contracting Company Name: \_\_\_\_\_

Exhibiting As Name (if different from above): \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Website: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_

Exhibit Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

#### Sponsorship & Exhibit Packages:

**Platinum Sponsorship:** Without session: \$33,500  
Add solution session for \$2,000 \$ \_\_\_\_\_

**Gold Sponsorship:** \$19,500 \$ \_\_\_\_\_

**Silver Sponsorship:** \$12,750 \$ \_\_\_\_\_

**Bronze Sponsorship:** \$8,400 \$ \_\_\_\_\_

#### Booth Only Options:

\_\_\_ Each 10'x10' Corner Booth: \$4,500 \$ \_\_\_\_\_

\_\_\_ Each 10'x10' Standard Booth: \$4,150 \$ \_\_\_\_\_

**Other Sponsorship** \_\_\_\_\_ \$ \_\_\_\_\_

#### Onsite Presentation/Meeting Options:

Exhibitor Solution Session: \$4,500 \$ \_\_\_\_\_

VIP Meeting Room(3 day rental): \$6,000 \$ \_\_\_\_\_

#### Marketing:

Branding Enhancement: \$750 \$ \_\_\_\_\_

Tote Bag Insert: \$5,000 \$ \_\_\_\_\_

Treasure Hunt Sponsorship: \$6,000 \$ \_\_\_\_\_

**TOTAL \$** \_\_\_\_\_

#### Billing Option

Invoice in Full on 7/5/19. Full payment is due upon receipt of invoice.

50/50 Option: Invoice 1st 50% on 7/5/19. Invoice 2nd 50% on 9/20/19. Payment is due upon receipt of invoice.

#### Payment Method (Choose One)

**Check or ACH/Wire.** Invoice us at the above address. Payment is due upon receipt of invoice.

**Credit Card.** Email a secure online Credit Card Authorization form to:

(insert name and email): \_\_\_\_\_

\*Upon invoicing per the Agreement billing terms, charge the Credit Card and Email us a receipt with the invoice.

**X Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name/Title:** \_\_\_\_\_

By signing this Application & Contract, you agree to the terms stated on both Form A and Form B. This document when signed by the contracting company constitutes a binding and irrevocable legal agreement on the contracting company. The individual signing this document represents and warrants that you are duly authorized to execute this binding contract on behalf of the contracting company. Cancellations must be made in writing and are subject to the terms and fees outlined in the contract terms on Forms A & B. Terms are enforced regardless if contracting company does not attend the conference or the exhibit space is resold. (Should the agreement be referred to a collection agency/attorney for any reason, the contracting company and/or representing agency of said contracting company, is responsible to pay a 25% attorney fee plus interest, lost discounts, and costs associated with any and all collection efforts.)

**COMPANY ACCEPTANCE:** This Contract is between the Association for Talent Development (hereinafter referred to as "ATD" or sometimes as "Exposition Management") and the Contracting Company (hereinafter referred to as "Exhibitor"). Network Media Partners LLC dba "MCI USA" (hereinafter referred to as MCI USA) is working on behalf of ATD as an agent of and independent contractor to ATD. This document, when signed by Exhibitor, with or without appropriate payment of the exhibit fee, constitutes a binding, irrevocable, legal agreement on Exhibitor; enforceable against Exhibitor in accordance with its terms. Exhibitor does hereby apply for the reservation of space at the ATD 2020 International Conference & Exposition in Denver, CO. ATD agrees to review this Contract and assign to Exhibitor, exhibit space, if available, consistent with show eligibility requirements, policies, and at the discretion of ATD. Upon acceptance of this Contract by ATD and MCI USA this Contract shall become a legally binding contract on ATD; enforceable in accordance with its terms. Acceptance of contract will be made via email, phone, or booth reservation on the ATD 2020 floor plan. Exhibitor agrees to be bound by the Application & Contract, Contract Terms on Forms A & B, the Exhibitor Service Manual and/or any other regulations issued prior to the exposition by ATD. Cancellations, in whole or in part, must be made in writing, and are subject to cancellation fees outlined in the Contract Terms on Forms A & B. By signing this contract, Exhibitor agrees they are responsible for full payment. Exhibitor also agrees to comply with all federal, state and local laws, as well as the rules of the Colorado Convention Center.

**CANCELLATION OR DOWNSIZING:** Upon providing written notice, an Exhibitor may cancel or downsize from the Exhibit subject to the following conditions and restrictions:

**A.** If a written cancellation or downsize notification is received before **June 28, 2019**, 100% of the commitment will be released. Exhibitor will not be liable for agreement terms.

**B.** If a written cancellation or downsize notification is received at MCI USA **June 28, 2019** through **September 13, 2019**, 50% of the contract total will be released or refunded. Remaining 50% of contract total will be due immediately. Exhibitor is liable for remaining contract total and all terms and conditions.

**C.** If a written cancellation or downsize notification is received at MCI USA after **September 13, 2019** no refunds will be issued. Exhibitor is liable for full contract total, and all terms and conditions. In such case, Exhibitor becomes obligated to make immediate payment of any unpaid portion of the total contract cost. Exhibitor is liable for all terms and conditions. In the event of cancellation or downsizing, Exposition Management reserves the right to use the cancelled/downsized space, including the sale of space to another Exhibitor without any rebate or allowances to the cancelled/downsized Exhibitor. By cancelling exhibit space participation Exhibitor will forfeit all exhibit benefits.

**PAYMENT:** Payment is due upon receipt of scheduled invoice from MCI USA or, in the case of credit card payment, upon signature of this agreement and terms. Booth assignment is contingent upon receipt of payment in full. Exposition Management reserves the right to cancel space and to sell the space to another Exhibitor without any rebate or allowances to the former Exhibitor if the full amount of the rental charge has not been received. Please make all checks payable to MCI USA. Send all booth applications, payments, and any sponsor or exhibit related questions to:



MCI USA  
307 International Circle, Suite 190  
Hunt Valley, MD 21030

For Clients in U.S. South and West and Asia Pacific:

**Ben Ledyard,**  
410-584-1986 | ben.ledyard@mci-group.com  
**Katy Lewis,**  
410-584-1974 | katy.lewis@mci-group.com

For Clients in U.S. Midwest and Northeast,  
Latin America and EMEA:

**Mark Stout,**  
410-584-1949 | mark.stout@mci-group.com

For Clients in Canada, and U.S. Midwest and Northeast:

**Brian Marks**  
410-584-1976 | brian.marks@mci-group.com

# CONTRACT TERMS – FORM A

## EXHIBIT SPACE

Exhibit Space includes: 8' back drape and 3' side drape, ID sign, 1 Full Conference and 3 EXPO Only registrations per 100 sq. ft., pre- and post-conference attendee mailing lists (based on list terms), and BASIC listing: company name, website address, 3 Areas of Expertise, 250 character company description for the on-site program guide, show specials, and online welcome message and 1000 character company description.

## EXPOSITION SPONSORSHIP AND MANAGEMENT

This Exposition sometimes referred to as "EXPO" is produced by and is the property of ATD, sometimes referred to as "Exposition Management." ATD provides exposition management and attendance promotion and appoints an official service contractor to provide all show services to exhibitors.

## TERMINATION OF EVENT

If the premises where the Exposition is to be housed are destroyed or damaged, or the Exposition fails to take place as scheduled or is relocated or interrupted and discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, or for any other reason, this contract may be terminated by ATD. In the event of such termination, the Exhibitor waives any and all damages and claims for damages and agrees that the sole liability of ATD shall be to return to each Exhibitor the Exhibitor's space payment received, less a proportionate share of the exposition cost incurred.

## EXHIBITOR'S REPRESENTATIVE

Each Exhibitor's organization must name one person to be its official representative, with authorization to enter into such service contracts necessary for the installation and removal of exhibits and the provision of services, for which the Exhibitor will be responsible. At least one person must be in the exhibit booth during all hours the Exposition is open.

## ASSIGNMENT OF SPACE

Space assignment will be determined using a priority point system (ATD's Priority Points System document, available upon request) based upon square footage, consecutive years of history of exhibiting in prior ATD International Conference & Expositions, and timeliness of submitting the Contract and payment. Upon completion of priority point system deadline, allocation of available space will be made on the basis of the applicant's choice preferences. Prior to Exposition Management contracting with an exhibitor, all debts owed to the Society by the potential exhibitor must be paid in full. A Contract will not be accepted and booth space will not be assigned to a company that has an outstanding balance on accounts due to ATD or MCI USA.

## PRIORITY POINTS

Priority points are the property of ATD and not the property of an exhibiting company; rather they are simply used to determine the order of space selection. Priority Points cannot be transferred, sold, or assigned. Priority Point totals and criteria are available upon request.

## GENERAL

Exposition Management reserves the right to determine the eligibility of any Exhibitor. Exposition Management reserves sole control over admission policies. These Contract Terms are established for the mutual protection of ATD, MCI USA, and the Exhibitor. Exposition Management reserves the right to make such changes in the time schedule or in the general plan of the Exposition as may be deemed by the Exposition Management to be in the best interests of exhibitors and the Exposition generally. All matters and questions not covered by these Contract Terms are subject to the decision of the Exposition Management. All terms of the Application & Contract will be enforced by ATD through Exposition Management.

## SHARING AND SUBLETTING

Exhibitor agrees not to assign or sublet the whole or any portion of the rented space covered by this contract, including clients or partners of an organization. For each additional company subletting or sharing space, a fee of \$4,150 will be charged to the exhibiting company per 10'x10' booth.

## OCCUPANCY OF SPACE

All exhibits must be completed and in place by **5:00 p.m., 5/17/20**, for opening on **5/18/20**. Official opening time on **5/18/20**, will be published in the ATD Exhibitor Service Manual. Exposition Management reserves the right to set, at the Exhibitor's expense, any booth(s) not set by **5:00 p.m., 5/17/20**. Exposition Management, therefore, reserves the right, should any rented space remain unoccupied at **5:00 p.m., 5/17/20**, or at any time thereafter, to rent or occupy said space. But this clause shall not be construed as affecting the obligation of Exhibitor to pay the full amount of the rental provided for in this contract for space, nor shall it affect the right of ATD or MCI USA to retain as liquidated damages the whole or any part of the rental received.

## INSTALLATION, SHOW, AND DISMANTLING

Installation, Show, and Dismantling hours and dates shall be those specified by Exposition Management. Packing of exhibits prior to the close of the show is prohibited. Exhibitors dismantling or packing exhibits prior to official closing time will forfeit Priority Points for the current show. Exhibitor shall be liable for all storage and handling charges for failure to remove exhibits by specified time and date.

## FLOOR PLAN

All dimensions and locations shown on the official floor plan are believed, but not warranted, to be accurate. ATD and MCI USA reserves the right to make modifications that may be necessary to meet the needs of the Attendees, Exhibitors or the EXPO program. ATD and MCI USA have the absolute right to allocate and assign space among exhibitors and to relocate exhibitors after initial assignment if circumstances warrant at its sole discretion.

## BADGES

One complimentary Full Conference Registration will be allowed for each 100 square feet of exhibit space rented. This entitles one official exhibiting company representative to attend all educational events (pre-conference workshops and certificate programs require additional fees). Exhibitors also receive 3 Exhibitor Personnel Badges per 100 square feet of exhibit space which allow access to the EXPO only. Full Conference and Exhibitor Personnel badges shall be restricted to full-time employees of exhibiting organizations or other authorized representatives of exhibiting firms approved by Exposition Management who are actually staffing the exhibit booth during published move-in, show open and/or move-out hours. All exhibit personnel shall wear proper badge identification, as provided by Exposition Management, prominently displayed for viewing by Exposition Management or the representatives of the official contractor for security, at all times. Badges are not transferable and those worn by other than the person to whom issued will be confiscated. Exhibitor badges may be picked-up on-site at the main conference registration desk.

## SOLICITATION

The aisles and all other spaces in the Exposition and the Colorado Convention Center shall be under the control of ATD. All displays, interviews, conferences, distribution of literature, lectures or any other type of activity shall be conducted inside the space contracted for. Standing in aisles or in front of exhibit booths of other Exhibitors for advertising purposes is strictly prohibited. Exhibitors who sell items for delivery on the show floor may be required to collect and remit city and state sales taxes. Persons connected with non-exhibiting companies are prohibited from any dealing, exhibiting, or soliciting within the Exposition. If an exhibitor solicits in public space and/or to other exhibiting companies, priority points may be forfeited.

## LIABILITY AND INSURANCE

Exhibitor shall at all times protect, indemnify, defend and save and keep ATD, MCI USA, The Colorado Convention Center, and the official general services contractor totally harmless from any and all loss, cost, damage, liability, expense, negligence or willful act or out of or by reason of any accident or other occurrence to anything or anyone, including the Exhibitor, its agents, employees and business invitees, which arises from or out of or by reason of said Exhibitor's installation, removal, maintenance, occupancy and use of the exhibit booth and presence on the exhibition premises or a part thereof. ATD and MCI USA, will exercise reasonable care for the protection of Exhibitor's materials and displays. However, the Exhibitor, on signing this contract, expressly releases ATD, MCI USA, The Colorado Convention Center, and the official general services contractor from, and agrees to indemnify same against, any and all claims for such loss, damage or injury. Exhibitors must carry insurance on their exhibits, will place it at their own expense, and must list ATD, MCI USA, the official general services contractor, and The Colorado Convention Center as additional insured. ATD shall provide security service at Exposition entrance on a 24-hour basis for the duration of the Exposition. If an Exhibitor uses a contractor other than official general services contractor to build out or decorate its exhibit area, such Exhibitor shall provide proof of insurance of the contractor, which shall name ATD, MCI USA, the Colorado Convention Center, and the official general services contractor as additional insured, prior to show set-up. Exhibitor must submit an executed release of liability from its third party representative in charge of providing installation and dismantling services prior to set-up.

## SHIPPING

It is recommended that all property be shipped through the official ATD shipping contractor(s) by each Exhibitor. The Colorado Convention Center does not accept direct shipments, so all materials must be sent to the advance warehouse to direct to show site through the official general services contractor.

## EXHIBIT LABOR

All decorating, display, drayage theatrical, rigging, production, audio visual, commercial presentations, as well as all material handling for conventions, trade show, promotional displays and consumer show are performed by the official services contractor. This includes floor layout, carpet, drapes, rental furniture, decorating rental items, masking, aisle signs, hanging special signs, unloading and reloading freight, delivery of material to the exhibit booth, installation and dismantling of booths and rigging. However, two (2) full-time exhibiting company employees may work without Carpenter Labor for one (1) hour on the installation (move-in) and one (1) hour on the dismantle (move-out) without union labor on booths that are larger than 10' x 10'. Exhibitors may work in booths 10' x 10' or smaller without the use of union labor. If full-time company personnel are utilized to set an exhibit, they should carry positive company identification such as a business card, medical identification card or payroll stub. Exhibitors may "hand carry" material to their booth. See Exhibitor Manual for complete rules regarding hand carried materials. The official general services contractor will maintain control and access to the loading docks to ensure a safe and orderly move-in/move-out. Local union personnel will unload trucks or other vehicles utilizing the loading docks. No privately owned vehicles (POV) will be allowed on or in the dock area except for loading and unloading of exhibits and must receive a dock entry authorization form from security. Loading and unloading through the lobby is prohibited. Unions claim jurisdiction under all other circumstances. Exhibitor's shall abide by any and all agreements made by and between and among ATD, MCI USA, the Colorado Convention Center, and any union and/or other labor groups having jurisdiction at the Exposition.

## STANDARD ARBITRATION CLAUSE

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Arbitration will be held in Maryland. This contract shall be deemed entered into in Maryland, and shall be interpreted according to the laws of the state of Maryland.

## CONFERENCE CONTRACTORS:

Exposition Management has designated official third-party contractors, vendors and service providers (collectively "Conference Contractors") to provide certain products and/or services for sponsors and exhibitors at the Exposition at then prevailing rates of such Conference Contractors, including, without limitation, drayage, machine moving, garbage, machine erection, furniture, sponsorship and floor decorations, signs, telephone and internet services, computer and audio/visual equipment, electricians, photography, housing and security services. Company may engage a Conference Contractor to provide such services at Exhibitor's sole expense. **Exhibitor hereby authorizes Exposition Management to provide Exhibitor's contact information (including, without limitation, contact name, telephone number, fax number and email address) to such Conference Contractors for the purpose of soliciting such products or services.** Said Conference Contractors will identify themselves with the official conference logo. Exhibitor may engage contractors and vendors other than Conference Contractors to provide similar products and/or services only with the prior written consent of Exposition Management, which approval shall not be unreasonable withheld. Exposition Management assumes no responsibility and/or liability for any of the products and/or services delivered by Conference Contractors or any other contractor, vendor or service provider providing such services. Note: ATD does not sell its attendee list with contact information or access to such list beyond the 3rd party mail house use provided in this agreement. Any entity claiming to have the attendee list for sale is NOT an approved contractor.

# CONTRACT TERMS — FORM B

## FIREPROOFING

No smoking is allowed in any ATD conference and exposition area or within the Colorado Convention Center. **No storage of any kind is allowed behind booths or near electrical service.** The Colorado Convention Center does not provide storage for crates or freight of any kind. All packing containers, wrapping materials, carrying cases, etc., must be stored off the exhibit floor. Exhibitors must make arrangements with the official general services contractor for storage of crates and other packing materials on-site. Materials for handouts must be stored neatly within the booth and not be more than one day supply. All exit doors, exit signs, fire hose cabinets, fire extinguishers, standpipes or any other fire safety equipment must be visible and accessible at all times. All materials used in exhibit construction, decoration or as a temporary cover must be certified as flame retardant or a sample must be available for testing. Materials that cannot be treated to meet the requirements may not be used. Hay and straw used for decoration shall be flame retardant or covered with flame retardant tarpaulin; otherwise it must be stored and maintained in a manner approved by the Fire Marshal. Artificial lighting such as candles, lanterns or tea lights is strictly prohibited. Sawdust and shavings shall be maintained flameproof at all times. Open flames and burning or smoke-emitting materials, shall be used as part of an act, display or show only under permit from and with prior approval of the Colorado Convention Center Event Services Department. Combustible shipping containers shall be stored in an area, and in a manner approved by the Denver Fire Department and the Colorado Convention Center. The Colorado Convention Center inspects all exhibits to ensure compliance.

## SPACE, POSTING, AND PUBLICITY RESTRICTIONS

Exhibitors are prohibited from using any part of the ATD International Conference & Exposition conference theme. Exhibits must be confined to the exact space allocated. Circulars, publications, advertising matter, and all kinds of promotional giveaways may be distributed only within booth spaces. Nothing shall be posted on, or tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture, exposition, or the Colorado Convention Center Convention Center. Signs, rails, etc., will not be permitted to intrude into or over aisles. Access to public utilities, fire hose cabinets, heating and air conditioning vents, lighting fixtures, skylights, and fire sprinkler system shall not be obstructed at any time.

## CHARACTER OF EXHIBITS

Exposition Management reserves the right to judge the appropriateness of any exhibit and to decline to permit an Exhibitor to conduct or maintain an exhibit if, in the judgment of the Exposition Management, said Exhibitor or exhibit or proposed exhibit shall, in any respect, be deemed unsuitable. This reservation relates to persons, conduct, article of merchandise, printed matter, souvenirs, catalogs, and any and all other things, without limitation, which might negatively affect the character of the Exposition. In the event that Exposition Management shall determine that the conduct of any Exhibitor or its employees, agents or servants is not in keeping with the character of the Exposition, Exposition Management may, at any time, without notice, terminate the contract for space entered into with said Exhibitor and, with or without process of law, remove Exhibitor, its employees, agents, servants, and all of the property of the Exhibitor from the space contracted for and from the Exposition. No Exhibitor shall have any right or claim against ATD, MCI USA, or Exposition Management on account of any action so taken. The determination of the Exposition Management as to the suitability of any Exhibitor, exhibit or proposed exhibit as to whether any exhibit or the conduct of any person is in keeping with the character of the Exposition shall, in each instance, be final. Side show tactics, scantily clad individuals or other undignified promotional methods will not be permitted. The use of live models, performers and similar persons within the exhibit areas for product/service demonstrations, explanations, etc., must be approved in advance by Exposition Management. Exhibits should be conducted in a manner not to be objectionable or offensive to neighboring booths.

## TYPES OF EXHIBITS

Exposition Management retains sole discretion and authority in the placement, arrangement and appearance of all displays. A "good neighbor policy" will be in effect at all times in the exposition. All exhibits must conform to these regulations. Exhibits not in compliance must be brought into compliance prior to the end of exhibit set up. ATD and MCI USA reserves the right to set, at Exhibitor's expense, any booth(s) not in compliance or not set at the end of exhibit set-up, **5:00 p.m., 5/17/20**. Consult your floor plan for size of exhibit space. All dimensions indicated are outside measurements. Build your display to fit inside this area. 8' high back drape and 3' high side drape will be in show colors determined by Exposition Management. Exhibitors may not remove show drape, but can have additional drape placed in front of the ATD drape, at the Exhibitor's expense. Where an Exhibitor's display is built beyond the limitations and restrictions as set forth in these rules, Exposition Management reserves the right to correct such display violations by having Exhibitor alter, remove or rearrange any or all of the display so that it will comply with regulations. If the Exhibitor is not available to make such corrections, Exposition Management has the authority to make any and all necessary corrections at the Exhibitor's expense. In cases where the reverse side of an Exhibitor's back wall, sidewall, riser, display, or table(s) is exposed to view, such portion of this display must be suitably finished with fireproof material so that no part of the display construction, electrical wiring or the like, can be seen from the aisles or adjoining booths belonging to other exhibitors. **Exhibitors are required to drape the exposed ends and sides of their displays, especially in the case of end spaces.** If aisle caps are not ordered in advance by the Exhibitor, Freeman Exposition Services, at Exposition Management request, will perform this service and charges will appear on the exhibitor's invoice.

## Floor Covering

Booth carpet or floor covering is required for all exhibits and must be ordered or provided by the Exhibitor, at the Exhibitor's expense. If a floor covering is not in place by **5:00 p.m. 5/17/20**, Freeman Exposition Services, at Exposition Management request, will perform this service and charges will appear on the exhibitor's invoice.

The following types of exhibits have been approved by ATD.

## Linear Booth

Linear Booths have only one side exposed to an aisle and are generally arranged in a series along a straight line. They are also called "in-line" booths.

## Dimensions

For purposes of consistency and ease of layout and/or reconfiguration, floor plan design in increments of 10ft (3.05m) has become the de facto standard in the United States. Therefore, unless constricted by space or other limitations, Linear Booths are most commonly 10ft (3.05m) wide and 10ft (3.05m) deep, i.e. 10ft by 10ft (3.05m by 3.05m). A maximum back wall height limitation of 8ft (2.44m) is generally specified.

## Use of Space

Regardless of the number of Linear Booths utilized, e.g. 10ft by 20ft (3.05m by 6.10m), 10ft by 30ft (3.05m by 9.14m), 10ft by 40ft (3.05m by 12.19m), etc. display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8ft (2.44m) is allowed only in the rear half of the booth space, with a 4ft (1.22m) height restriction imposed on all materials in the remaining space forward to the aisle. Note: When three or more Linear Booths are used in combination as a single exhibit space, the 4ft (1.22m) height limitation is applied only to that portion of exhibit space which is within 10ft (3.05m) of an adjoining booth.

## Perimeter Booth

A Perimeter Booth is a Linear Booth that backs to an outside wall of the exhibit facility rather than to another exhibit.

## Dimensions and Use of Space

All guidelines for Linear Booths apply to Perimeter Booths except that the typical maximum back wall height is 12ft (3.66m).

## Island Booth

An Island Booth is any size booth exposed to aisles on all four sides.

## Dimensions

An Island Booth is typically 20' x 20' or larger, although it may be configured differently.

## Use of Space

The entire cubic content of the space may be used up to the maximum allowable height, which is twenty-five foot (25'), including signage. Booth fixtures and display items may be placed anywhere inside the booth perimeter. Overhead signs, display structures, trusses, projectors, projection screens, video walls and/or other equipment suspended above any island booth must be professionally and safely rigged in accordance with any and all local union jurisdiction and life safety policies in effect at the Colorado Convention Center and must be arranged through the official general services contractor. Any overhead sign, projection screen or similar display material and/or equipment hung from the ceiling of the building may not exceed 25ft. Any structure deemed to be unsafe and/or inappropriate by either Exposition Management or the Colorado Convention Center authorities must be altered and/or taken down at the Exhibitor's expense.

Drawings of island booths must be available for inspection by Exposition Management, the installation and dismantling contractor, and the exhibitor during the time the exhibit is being erected, exhibited, and dismantled at the show site that include a signature or stamp of a reviewing structural engineer indicating that the structure design is properly engineered for its proposed use, and a signature of an authorized official of the exhibit building company indicating that the structure is built in compliance with the details and specifications set forth on the drawings. Unsafe exhibit construction, or any exhibits which encroach upon the aisles or other exhibit areas, are not permitted.

## Extended Header Booth 20ft (6.10m) or Longer

An Extended Header Booth is a Linear Booth 20ft (6.10m) or longer with a center extended header.

## Dimensions and Use of Space

All guidelines for Linear Booths apply to Extended Header Booths, except that the center extended header has a maximum height of 8ft (2.44m), a maximum width of 20 percent of the length of the booth, and a maximum depth of 9ft (2.7m) from the back wall.

The above depict almost any situation. If your exhibit plans are not defined by these examples, contact ATD for clarification.

## Other Important Considerations

### Hanging Signs & Graphics

Hanging signs and graphics are permitted in all standard Island Booths, to a maximum height of twenty-five feet (25'). Whether suspended from above or supported from below, they should comply with all ordinary use-of-space requirements (for example, the highest point of any sign should not exceed the maximum allowable height for the booth type). Hanging Signs & Graphics should be set back ten feet (10') from adjacent booths. Approval for the use of Hanging Signs & Graphics should be received from the exhibition organizer at least 60 days prior to installation. Drawings should be available for inspection.

### Towers

A Tower is a freestanding exhibit component separate from the main exhibit fixture. The height restriction is the same as that which applies to the appropriate exhibit configuration being used. Towers in excess of eight feet (8') should have drawings available for inspection. Fire and safety regulations in many facilities strictly govern the use of towers. A building permit may be required.

### Lighting

Exhibitors should adhere to the following suggested minimum guidelines when determining booth lighting:

- No lighting, fixtures, lighting trusses or overhead lighting are allowed outside the boundaries of the exhibit space. Exhibitors intending to use hanging light systems should submit drawings to exhibition management for approval, and the rigging of such system must also be approved by the Colorado Convention Center.
- Lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or show aisles.
- Lighting which is potentially harmful, such as lasers or ultraviolet lighting, should comply with facility rules and be approved in writing by exhibition management.
- Lighting that spins, rotates, pulsates and other specialized lighting effects should be in good taste and not interfere with neighboring exhibitors or otherwise detract from the general atmosphere of the event.

# CONTRACT TERMS — FORM B

## PROJECTION OF PICTURES

Booth space must be able to contain within its outside measurements a reasonably sized audience if projected pictures (motion pictures, video, slides, transparencies, opaque materials, etc.) and demonstrations are shown in the Exposition. Any activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' booths shall be suspended for any periods specified by Exposition Management.

## SOUND RESTRICTIONS

In general, exhibitors may use sound 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. Rule of thumb: Sound and noise should not exceed 85 decibels.

## COPYRIGHT

Exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to exhibitors, including but not limited to, any music performance agreement between ATD and ASCAP or BMI for meetings, conventions, trade shows and expositions. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and be prepared to present Exposition Management with a copy of such license or grant no less than 30 days prior to the start of the Exposition. Exhibitor agrees to indemnify ATD, MCI USA, and the Colorado Convention Center if the Exhibitor fails to obtain the required license(s).

## PHOTOGRAPHY/VIDEOTAPING

Still photography and videotaping are not permitted in the Exposition or sessions during the conference. The ATD Official Photographer may be employed for individual booth photography.

## INTELLECTUAL PROPERTY DISPUTES

### Contributory Infringement

ATD condemns intellectual property infringement and counterfeiting; however, as a neutral organizer of the Exposition, ATD cannot get involved in exhibitor disputes or provide legal advice. Exhibitor agrees not to sue or threaten to sue ATD for contributory infringement or any other theory that ATD is indirectly or secondarily liable for a violation of intellectual property rights (e.g., trademark, copyright, or patent) by a third party.

### Indemnification & Hold Harmless

Exhibitor warrants that it is the owner or licensee of all intellectual property used by Exhibitor at the Exposition or in promotion thereof. Exhibitor agrees to defend, indemnify, and hold harmless ATD and MCI USA for any action brought against ATD and/or MCI USA and any cost incurred by ATD and MCI USA, including attorneys' fees, arising out of any dispute involving intellectual property owned or used by Exhibitor at the Exposition or in promotion thereof.

## DISABILITY PROVISIONS

Exhibitor shall have sole responsibility for ensuring that its exhibit is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Exhibitor will ensure the accessibility of its exhibit space, and agrees to hold harmless and indemnify ATD and MCI USA against any claims, damages, loss or exposure, including reasonable attorney's fee and costs, arising out of or related to any alleged ADA violations.

## MISCELLANEOUS REGULATIONS

a. The Exhibitor shall not foster or conduct outside activities which would take qualified attendees from Conference official functions and/or Exposition during scheduled hours. Use of meeting facilities by exhibitors or organizations for sales or business meetings during ATD Conference and Exposition dates must be approved in advance by Exposition Management. Hospitality suites shall not be open during Exposition hours or daytime Conference hours.

b. All live animals are prohibited, with the exception of guide and service animals.

c. Large helium filled balloons, such as advertising balloons, may be used only if they are securely anchored to the exhibit and are in compliance with height restrictions. Helium balloons may not be distributed within the facility, but may be displayed as permanent fixture as long as it does not exceed height limitations. Helium gas cylinders used for refilling must be secured in an upright position on safety stands with the regulators and gauges protected from damage. Storage of helium compressed air cylinders is prohibited in the building.

d. Food products or beverages to be distributed in any Exhibitor's booth must be ordered from the official in-house catering company at the Colorado Convention Center.

e. Children under the age of 18 are not permitted in the Exposition at any time.

f. Parking is prohibited on the loading docks of the Colorado Convention Center.

g. Vehicles may not be displayed without prior written approval

from ATD and the Colorado Convention Center. Fuel tanks can contain no more than ¼ tank of fuel. Fuel tank must be equipped with a locking or taped gas cap. Batteries must be disconnected once the vehicle is positioned. Auxiliary batteries not connected to the engine starting system may be left connected. A drip pan must be placed under vehicle drive train. Refueling or removal of fuel from vehicles on the premises is prohibited. Vehicles may not be started up or moved during show hours. A floor plan must be provided indicating where vehicle will be located. The show Security Company keeps keys for the vehicle(s). External chargers or batteries are recommended for demonstration purposes. Battery charging is only permitted outside the building. Combustible materials must not be stored beneath display vehicles. Vehicles in the building for loading and unloading must be attended at all times. Arrangements must be made at least 60 days prior to the event with the Colorado Convention Center Event Coordinator. Except for equipment that uses liquefied petroleum gas (LPG) or natural gas as fuel, compressed gas cylinders, including LPG, and all flammable or combustible liquids are prohibited inside the building. Any other exceptions require a permit from the Colorado Convention Center Event Services Department and the Denver Fire Marshal.

h. Overnight storage of LPG, natural gas as fuel, or compressed gas cylinders is prohibited in the building and must be stored outside next to the outer walls; propane cylinders MUST be stored in designated storage cases on the Colorado Convention Center docks. Areas enclosed by solid walls and ceilings must be provided with approved smoke detectors, which are audible outside the area of the booth, and must display a charged fire extinguisher with a minimum rating of 3A40BC. This includes storage closets built into the exhibit. There must be at least two means of egress from any solid wall structure in excess of 200 square feet. Four copies of the floor plan must be submitted to the Colorado Convention Center at least 45 days prior to installation. The plans must be certified and sealed by a licensed structural engineer or licensed architect. Plans will be reviewed by the Colorado Convention Center and the Denver Fire Department Fire Prevention Division for approval. A fire watch attendant who has been trained to operate fire extinguishers must be on duty at all times that the exhibit hall is closed, from the time the enclosure is completed until the time the enclosure is dismantled. Exhibitors who plan to demonstrate fuel-burning appliances in the Colorado Convention Center must make arrangements with the Event Coordinator 60 days prior to the event.

i. Lasers and x-ray equipment may only be used after receiving a Certificate of Licensure of Registration from the Denver Environmental Health Administration. In order to minimize unnecessary exposure and potential HAZMAT conditions, use of this equipment is only permissible in controlled environments.

## EXHIBITOR SOLUTION SESSION ROOMS & EXPERIENTIAL SESSIONS

Failure to present or use room during allotted time will not result in refund of room fee. No cancellations. Exhibitor Solution Sessions include theatre-style seating, basic a/v, and session information on the conference website and the on-site program guide (subject to program guide deadlines). Serving or distribution of food or alcoholic beverages by companies or their representatives within the solution session is forbidden. Experiential set-up includes 20'x30' carpeted area in EXPO, minimal audio visual, and session information on the conference website and in the on-site program guide (subject to program guide deadlines).

## VIP ROOMS

Failure to present or use room during allotted time will not result in refund of room fee. No cancellations. VIP room includes 20'x20'x8' partitioned wall unit on EXPO floor set conference for 10, theater for 35, or lounge style.

## ADVERTISING ON-SITE PROGRAM GUIDE OR CONFERENCE DAILY

Advertisers are responsible for submitting ad copy at appropriate sizes and using the file requirements specified for the on-site program guide or *Conference Daily*. Please supply only high resolution PDF, EPS, or TIFF files. Ads cannot be submitted in any other formats. Send all ads with a proof. For further mechanical requirements, contact Meredith Targarona at 410.584.1985 or Meredith.Targarona@mci-group.com

## ADVERTISING & SPONSORSHIPS

Acceptance of this agreement does not waive the right of the publisher to reject any agreement for ad space or reject any advertising copy. By selection of ad size and color, and with application signature you hereby agree to these terms as a representative of your company

## TOTE BAG INSERTS

Inserts must be 8.5"x11" or smaller and the required piece count is approximately 10,000.

Failure to supply advertising proof and/or materials by the deadlines will result in forfeiture of space without refund.

**BRANDING ENHANCEMENT:** Branding Enhancement includes logo, in 4-color, placed above your company description in the ATD Program Guide as well as online listing enhancements: logo, video uploads, product slides, press releases, attendee agenda planner, and priority placement in the online exhibitor directory.

## DEADLINES

All deadlines for exhibit and sponsor deliverables will be included in the booth confirmation, sponsorship confirmation and/or conference website no later than 1/15/20.

## DETAILS REGARDING PRE AND POST-CONFERENCE

### ATTENDEE MAIL LISTS

All ATD Conference sponsors and exhibitors are eligible to use the pre- and post-conference attendee mail list for one time use through a 3rd party mail house. The pre-conference list is available approximately 30 days before the conference. The post-conference list is available within approximately 1 week following the conference, and only exhibitors who have completed the post-show survey will have access. The lists include: Attendee name, title (if provided), company, and address. No phone/fax/email is provided. Only attendee registrants are included on the list. Pre-conference list typically contains about 3,000 names and the post-show list about 6,000 names.

- 1) Contact the ATD list provider, and provide the code for the ATD International Conference pre-conference mail list or post conference mail list.
- 2) Once you are verified as a contracted exhibitor, you will be sent a list rental agreement and order form to complete. You must also submit a sample of your mailing for approval.
- 3) The list provider will submit the pre- or post-conference mail list to a 3rd party mail house or agent to proceed with your mailing process.
- 4) Pre-show list expires first day of conference. Post-show list expires 60 days after it is available.
- 5) The attendee lists are not available for viewing.

## LEAD RETRIEVAL & GDPR COMPLIANCE:

Exposition Management utilizes a Conference Contractor for the purposes of offering lead retrieval services for Exhibitors. Utilizing the Conference Contractor's services, Exhibitors may receive attendee contact information for those attendees who consent to be scanned on-site. ATD will make an effort to communicate with all conference attendees regarding the choice to have their badge scanned or decline that request. Exhibitors are responsible for receiving consent to scan an attendee badge on-site. Exhibitor assumes responsibility for the processing and control of this Personal Data and shall comply with all global data privacy regulations and data protection laws such as Regulation (EU) 2016/679. For the avoidance of doubt, the parties are not joint controllers, and as such Article 26 of the Regulation (EU) 2016/679 does not apply.

Exhibitor agrees and undertakes to indemnify on demand and keep indemnified ATD and MCI USA, and defend at its own expense, and hold ATD and MCI USA harmless from and against any and all demands, claims, actions, proceedings, liabilities, costs, expenses (including legal expenses calculated on a full indemnity basis, and all other professional expenses and costs), Losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, regulatory penalty, fine, or penalties), injury or damages whatsoever incurred or suffered by ATD and/ or MCI USA (or for which ATD and/ or MCI USA may become liable) due to any failure by Exhibitor arising out of it or its employees, agents, and/ or sub-contractors, of any of its data protection obligations under this Section.

Denver, CO  
**atd2020**  
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