

ATD TechKnowledge® 2018

JANUARY 24-26, 2018 | SAN JOSE MCENERY CONVENTION CENTER | SAN JOSE CA

APPLICATION & CONTRACT

Sponsorship and Exhibit Booth Rates:

<input type="checkbox"/> Gold Sponsorship:	\$7,550	\$ _____
Upgrade to Solution Session + \$1,000		
<input type="checkbox"/> Silver Sponsorship:	\$5,700	\$ _____
<input checked="" type="checkbox"/> Standard 10'x10' Booth:	\$3,300	\$ 3,300
<input type="checkbox"/> Corner 10'x10' Booth:	\$3,650	\$ _____
<input type="checkbox"/> 10'x10' Each Additional-Booth:	\$3,300	\$ _____
× _____ =		
<input type="checkbox"/> _____ Sponsorship		\$ _____
<input type="checkbox"/> Branding Enhancement (includes logo, placed above your company description in the <i>Primary Conference Attendee Resource</i> ...plus the following online components: press releases, product listings, video, appointment scheduler and premium listing in online conference exhibitor list): \$450		\$ _____
<input type="checkbox"/> Treasure Hunt: \$1,000		\$ _____
<input type="checkbox"/> Conference Tote Bag: \$6,500		\$ _____
<input type="checkbox"/> TechKnowledge Expo Reception: \$10,000 Exclusive		\$ _____
TOTAL		\$ 3,300

Booth Location(s): (make up to 3 selections) _____

Company Name: _____

Booth Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Web Address: _____

Contact Person/Title: _____ Email Address: _____

Special Instructions: _____

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 this Name and Email address:

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

Signature: _____ **Date:** _____

Print Name & Title: _____

By signing this document you represent and warrant that you are duly authorized to execute this binding contract on behalf of the contracting company and that the contracting company agrees to all terms including the terms stated on both Form A and Form B. Except as stated herein, this contract is non-cancelable from the moment signed and the contracting company will be liable for the full agreement price and terms of said agreement. 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 client and/or representing agency of contracting company, is responsible to pay a 25% attorney fee plus costs associated with any and all collection efforts.

COMPANY ACCEPTANCE: This document when signed by the contracting company constitutes a binding and irrevocable legal agreement between the contracting company ("Exhibitor") and the Association for Talent Development ("ATD"). Exhibitor does hereby apply for the reservation of space at the TechKnowledge® 2018 Conference & Exposition in San Jose, CA. ATD agrees to review Exhibitor's Contract and assign to exhibit space, if available, consistent with show eligibility requirements, policies, and at the discretion of ATD. Exhibitor agrees that upon acceptance of this Contract by ATD and Network Media Partners, with or without appropriate payment of the exhibit fee, this Contract shall become a legally binding contract; enforceable against Exhibitor in accordance with its terms. 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 or the Host Venue. 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 San Jose McEnery Convention Center. Network Media Partners, LLC is working on behalf of ATD as an agent and independent contractor of ATD.

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 **3/17/17**, 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 Network Media Partners, after **3/17/17**, no refunds will be issued. Exhibitor liable for all terms and conditions. In such case, the Exhibitor becomes obligated to make immediate payment of any unpaid portion of the total cost of the assigned exhibit rental charge. Failure to do so will bar the Exhibitor from future ATD Exhibits until the debt is paid. 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.

PAYMENT: Payment is due upon receipt of scheduled invoice from Network Media Partners 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 Network Media Partners. Send all booth applications, payments, and any sponsor or exhibit related questions to:

Network Media Partners
307 International Circle, Suite 190
Hunt Valley, MD 21030

For Clients in U.S. South and West, Asia Pacific, and Canada:
Ben Ledyard | 410-584-1986 | bledyard@networkmediapartners.com
Katy Lewis | 410-584-1974 | klewis@networkmediapartners.com

For Clients in U.S. Midwest and Northeast, Latin America and EMEA:
Mark Stout | 410-584-1949 | mstout@networkmediapartners.com

For Clients in Canada, U.S. Midwest and Northeast:
Brian Marks | 410-584-1976 | bmarks@networkmediapartners.com

NETWORK MEDIA PARTNERS

FAX BACK TO: 410-584-1998

FORM A

1612097-R

CONTRACT TERMS - FORM A

CANCELLATION OR DOWNSIZING POLICY

Upon providing written notice, 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 at ATD on or before 3/17/17, 100% of the amount of payment received will be refunded. B. If a written cancellation or downsize notification is received at ATD after 3/17/17, no refunds will be issued. In such case, Exhibitor becomes obligated to make immediate payment of any unpaid portion of the total cost of the assigned exhibit rental charge. Failure to do so will bar Exhibitor from future ATD Exhibits until the debt is paid. 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.

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, Exhibitor waives any and all damages and claims for damages and agrees that the sole liability of ATD shall be to return to Exhibitor the full fee, 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 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 upon order of received agreements and/or sponsorship level. Prior to Exposition Management contracting with an exhibitor, all debts owed to ATD 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 Network Media Partners.

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 \$3,200 will be charged to the exhibiting company.

OCCUPANCY OF SPACE

All exhibits must be completed and in place by **5:00 p.m., Tuesday, January 23, 2018** for opening on Wednesday, January 24, 2018. Official opening time on Wednesday will be published in the ATD Exhibitor Service Manual. Exposition Management reserves the right to set, at Exhibitor's expense, any booth(s) not set by 5:00 p.m., Tuesday, January 23, 2018. Exposition Management, therefore, reserves the right, should any rented space remain unoccupied at **5:00 p.m., on Tuesday, January 23, 2018**, 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 Network Media Partners 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 Network Media Partners reserves the right to make modifications that may be necessary to meet the needs of the Exhibitors or the EXPO program. ATD and Network Media Partners has 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. 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 Manage-

ment 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. Badges are not mailed to exhibitors.**

SOLICITATION

The aisles and all other spaces in the EXPO and the San Jose McEnery Convention Center shall be under the control of ATD and Network Media Partners. 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 and will be removed from the conference should they violate these rules. 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 and Network Media Partners, the San Jose McEnery Convention Center, and Freeman Services 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 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 Network Media Partners will exercise reasonable care for the protection of Exhibitor's materials and displays. However, Exhibitor, on signing this contract, expressly releases ATD and Network Media Partners, San Jose McEnery Convention Center, and Freeman Services from, and agrees to indemnify same against, any and all claims for such loss, damage or injury. Exhibitors desiring to carry insurance on their exhibits will place it at their own expense. 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 Freeman Services to build out or decorate its exhibit area, such Exhibitor shall provide proof of insurance of the contractor, which shall name ATD and Network Media Partners, Freeman Services, and the San Jose McEnery Convention Center 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.

Exhibitors may be asked to show proof of insurance to Exposition Management upon request.

SHIPPING

It is recommended that all property be shipped through the official ATD shipping contractor by each Exhibitor. San Jose McEnery Convention Center does not accept direct shipments from Exhibitors, so all materials must be sent through Freeman Services.

EXHIBIT LABOR

Union laborers are responsible for: 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. Exhibitors who wish to install and dismantle their own booths may do so if they: use company personnel, do not attempt to bring in "pick-up labor," and comply with local and state fire, safety and insurance regulations and rules set by Exposition Management. 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. Refer to the official Exhibitor Manual for information on "hand carry" material. Unions claim jurisdiction under all other circumstances. Exhibitor's shall abide by any and all agreements made by and between and among ATD and Network Media Partners, the San Jose McEnery Convention Center, and any union and/or other labor groups having jurisdiction at the Exposition.

FIREPROOFING

No smoking is allowed in any ATD Conference and Exposition area. All decorations, drapes, signs, banners, acoustical materials, hay, straw, moss, split bamboo, plastic cloth, and similar decorative materials must be flame retardant to the satisfaction of the San Jose Fire Department and State Fire Marshal. Wood, canvas, cloth, cardboard, leaves, or similar combustible materials, must be completely flame retardant. Oilcloth, tarpaper, sisal paper, nylon, orlon, and certain other plastic materials cannot be made flame retardant and their use is prohibited. An official flame-retardant certificate must accompany all materials. No storage of any kind is allowed behind booths or near electrical service. The San Jose McEnery Convention Center does not provide storage for crates or freight of any kind. Exhibitor must make arrangements with Freeman Services on-site for storage of crates, boxes and other packing materials. Materials for handouts must be stored neatly within the booth.

Open flame devices, including wax candles, are prohibited in all assembly areas. 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. The San Jose McEnery Convention Center inspects all exhibits to ensure compliance.

SOUND RESTRICTIONS

Exhibitors operating sound producing equipment must keep the sound at reasonable volume that of a normal speaking voice, in order to avoid disturbing other exhibitors. Sound and noise should not exceed 85 decibels when measured from the aisle immediately in front of a booth. Public address systems, radio broadcasts, and other devices used only to attract attention by sound are prohibited. Exposition Management reserves the right to regulate and/or restrict sound and electricity of any Exhibitor who violates this rule.

GENERAL

Exposition Management reserves the right to determine the eligibility of any Exhibitor. Exposition Management reserves sole control over admission policies. These Rules and Regulations are established for the mutual protection of ATD and Network Media Partners and 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 Rules and Regulations are subject to the decision of the Exposition Management. All terms of the Contract will be enforced by ATD through Exposition Management.

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.

SPACE, POSTING, AND PUBLICITY RESTRICTIONS

Exhibitors are prohibited from using any part of the ATD TechKnowledge® Conference and 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 both 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, show floor, or the San Jose McEnery 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 and Network Media Partners 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.

CONTRACT TERMS - FORM B

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 Network Media Partners 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., Tuesday, January 23, 2018.** Consult your floor plan for size of exhibit space. All dimensions indicated are outside measurements. Build your display to fit inside this area. **Back and side booth drapes 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. Booths on aisles may remove the side drape (aisle side) upon request to Freeman Services on-site. 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 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 Exhibitor, Freeman 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 Exhibitor, at the Exhibitor's expense. If a floor covering is not in place by 5:00 p.m. 1/23/18 Freeman, 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 (see figure) 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. Linear Booths are most commonly 10ft. (3.05m) wide and 10ft. (3.05m) deep, i.e. 10ft. by 10ft. (3.05m by 3.05m). The maximum back wall height limitation is 8ft. (2.44m).



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.

Perimeter Booth

A Perimeter Booth (see figure) is a Linear Booth that backs to an outside wall of the exhibit facility or does not back-up to another exhibit. All guidelines for Linear Booths apply to Perimeter Booths except that the 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 feet (20'), including signage. Booth fixtures and display items may be placed anywhere inside the booth perimeter. Overhead signs, display structures, trusses, projectors, projection screens, videowalls 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 San Jose McEnery Convention Center and must be arranged through Freeman Services. Any overhead sign, projection screen or similar display material and/or equipment hung from the ceiling of the building may not exceed 20 ft. Any structure deemed to be unsafe and/or inappropriate by either Exposition Management or the San Jose McEnery Convention Center authorities must be altered and/or taken down at 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 descriptions depict almost any situation. If your exhibit plans are not defined by these examples or you plan a Covered Booth, Multi-Level booth, or Interior Tent, contact ATD.

Other Important Considerations

Hanging Signs & Graphics

Hanging signs and graphics are permitted in all standard Island Booths, to a maximum height of twenty feet (20'). 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.

PEDESTALS, TABLES, RACKS, ETC.

Pedestals, tables, racks, shelves, risers and similar display equipment may not exceed 4ft. in height when positioned more than half the distance from the back wall of a linear booth. Nor can they exceed 4ft. when placed 4ft. from the center line of a three-aisle booth in a 10ft. by 10ft. aisle. The exception to these rules would be if the same company occupies 8ft. of booth space on both sides of the unit or units. The maximum height for such items under these circumstances, including the product being displayed, is 66 inches. Freestanding units, including those intended to be the focal point in an exhibit, are subject to the same rules as apply to pedestals, tables, etc. The maximum dimensions for such items are 8ft. high by 32 inches wide by 32 inches deep.

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 against any claims, damages, loss or exposure, including reasonable attorney's fee and costs, arising out of or related to any alleged ADA violations.

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.

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.

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 Network Media Partners 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 and Network Media Partners and San Jose McEnery 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 for any action brought against ATD and any cost incurred by ATD, including attorneys' fees, arising out of any dispute involving intel-

lectual property owned or used by Exhibitor at the Exposition or in promotion thereof.

MISCELLANEOUS REGULATIONS

- 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.
- All live animals are prohibited, with the exception of guide and service animals.
- Large helium filled balloons, such as advertising balloons, may be used only if they are securely anchored to the exhibit. 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.
- Food products or beverages to be distributed in any Exhibitor's booth must be ordered from the San Jose McEnery Convention Center. Serving or distribution of alcoholic beverages by exhibitors or their representatives within the Exposition is forbidden.
- Children under the age of 18 are not permitted in the Exposition at any time.
- Parking is prohibited on the loading docks of the San Jose McEnery Convention Center.
- Vehicles may not be displayed without prior written approval from ATD and the San Jose McEnery Convention Center. No more than 2 gallons or 1/2 of a tank of gasoline or diesel fuel is allowed, whichever is less. Fuel tank openings shall be locked or sealed with tape to prevent escape of vapors. Batteries must be removed or battery cables disconnected. Auxiliary batteries not connected to the engine starting system may be left connected. The Show Security Company keeps keys for the vehicle(s). External chargers or batteries are recommended for demonstration purposes. Battery charging in 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 San Jose McEnery 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 San Jose McEnery Convention Center Services Department and the San Jose Fire Department.
- 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. Areas enclosed by solid walls and ceilings must be provided with approved smoke detectors, which are audible outside the area of the booth. Floor plans must be submitted to the Fire Marshal for approval. A fire watch may be required as determined by the San Jose Fire Department. Exhibitors who plan to demonstrate fuel-burning appliances in the San Jose McEnery Convention Center must make arrangements with the Event Coordinator 60 days prior to the event.

EXHIBITORS CHOOSING TO ADVERTISE IN PROGRAM GUIDE

OR TOTE BAG insert:

Program Guide Ad dimensions: TBD

Material Deadline: TBD

Tote Bag Insert: 8-1/2" x 11" or smaller, 1,200 pieces.

Inserts due to ATD mailhouse approximately by Nov 30, 2017.

Exhibitor is responsible for production. Failure to supply advertising materials by deadline will result in forfeiture of ad space or insert without refund. Prepayment required. Payment is due upon receipt of invoice. Please supply only EPS or PDF files. Ads cannot be submitted in any other formats. Send all ads with a proof. For further requirements contact Meredith Targarona at 410-584-1900 or mtargarona@networkmediapartners.com.

DETAILS REGARDING PRE- AND POST-CONFERENCE ATTENDEE MAIL LIST PROCESS

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 made available approximately 30 days in advance of the conference. The post-conference list is made available within a month 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 on the list. Pre-conference list typically contains about 500 names and the post-show list about 800 names. Expected attendance for 2018 will be announced November 2017.

The process involved:

- Contact ATD's list provider, and provide your interest in usage of the ATD TechKnowledge® pre-conference mail list or post-conference mail list.
- The list provider will send an order form and a list rental agreement which must be signed in order to use the specific mail list.
- Once your rental agreement and order form is received by the list provider, authorization to use the list will be given.
- 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.
- Pre-show list expires first day of conference. Post-show list expires 60 days after it is available.
- The attendee lists are not available for viewing.