NATIA EXHIBITION CONTRACT

1) Exhibition area:

a. The exhibits area is a large, single-level, air-conditioned hall that will accommodate individual booths and free standing exhibits, plus a number of vehicles. We feel this facility is excellent for your needs as everything has been designated to assure easy flow of traffic between the exhibits area, conference registration, meeting rooms and food concession. The facility has provisions for telephone lines, internet connectivity and electrical services for 110 and 220 VAC power.

2) Access to the Technology Exhibition:

- a. Admittance to the exhibition will be limited to exhibitors, NATIA members, Honored guests, and NATIA approved law enforcement officers. No members of the news media or general public will be admitted to the exhibit area. Exhibitors may not invite non-NATIA member customers, guests, friends, or agents of a foreign government to visit the exhibit area without prior approval of NATIA
- b. Exhibit representatives must be 21 years of age.

3) Exhibition Space:

- a. Participation at the 2013 NATIA Exhibition is by invitation only. (Exhibitors may not duplicate or distribute this contract except for internal record keeping). Please contact NATIA regarding invitations to new companies.
- b. The Exhibitor shall comply with all rules and regulations of NATIA for the show and agrees that NATIA's decision to adopt and enforce any such rule or regulation shall be final and binding.
- c. Exhibit space will be assigned in the order that the completed contracts and payments are received.
- d. NATIA reserves the right to alter or change the space assigned to the Exhibitor. NATIA further reserves the right, at its sole discretion to change the days and dates upon which the show is held, or to cancel the show, and shall not be liable in damages or otherwise by reason of any such change or cancellation, other than to refund in full any amounts paid by the Exhibitor.
- e. The Exhibitor shall not assign this contract or sublet the space or any part thereof or permit same to be used by any other person without prior written consent of NATIA. Any attempt to do so is null and void and will result in immediate cancellation of this contract, and the forfeiture of any amounts paid by the Exhibitor to NATIA. f. The Exhibitor is responsible for compliance with all applicable laws, bylaws, ordinances, regulations, requirements, codes and standards, including those with respect to fire, safety, health, and environmental matters and shall ensure that all equipment, materials, and goods used by the Exhibitor so comply.
- g. All over-the-counter sales of any kind, that involve the exchange of currency for goods, are prohibited during the exhibition. This prohibition includes, but is not

- limited to, sales involving cash, currency, credit cards, checks, money orders, traveler's checks and bartering. This prohibition does not preclude the Exhibitor from writing orders during the exhibition for delivery at a later date. However, the taking of orders on a credit card sales slip is prohibited. Violations of these conditions may result in the Exhibitors expulsion and exclusion from this and future NATIA exhibitions.
- h. NATIA reserves the right at any time to alter or remove exhibits or any part thereof, including printed materials, products, signs, lights or sound, and to expel Exhibitors or their personnel if, in NATIA's opinion, their conduct or presentation is objectionable to NATIA or to other show participants.
- i. Exhibitor's displays must comply with all requirements of NATIA and of the owner of the building, including maximum height requirements. NATIA has adopted the International Association of Exhibitions and Events (IAEE) "2012 Guidelines for Display Rules and Regulations" regarding booth spaces.
- j. The Exhibitor must provide at least one, and not more than four, staff per booth to maintain their exhibit during the show hours. The Exhibitor agrees to confine its presentation and marketing activities to the contracted booth space only. Exhibitors will limit their activities to inside their respective booth(s) and will respect the privacy rights of all persons in the hall. Exhibitors shall not remove any brochures, pamphlets, or other materials from another Exhibitor's booth without the permission of that Exhibitor.
- k. The Exhibitor agrees that no display may be dismantled or goods removed during the entire duration of the show. The Exhibitor agrees to remove the exhibit, equipment, and appurtenances from the show building by the final move-out time. In the event of failure to do so, the Exhibitor agrees to pay for such additional costs as may be incurred by NATIA.
- I. No Exhibitor shall schedule any classes, demonstrations, or hospitality events during any NATIA scheduled events including hospitality, training, or exhibition hours. All Exhibitors scheduled events (classes, demonstrations, or hospitality events) must be coordinated with NATIA prior to official conference registration.
- m. No Exhibitor will engage in surreptitious recordings, either oral or visual, or the transmission of oral or visual information in the display area without notification to the person(s) being recorded. Recordings made for the demonstration of audio or video equipment shall be made only with the permission of those person(s) being recorded. Audio-visual equipment and other sound devices will be limited in intensity. Use of transmitters will not interfere with any other devices.

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- n. The taking of photographs, except for the demonstration of equipment on display, will not be permitted in the exhibit hall without prior approval of NATIA's Chief of Security. Exhibitors may utilize professional photographers for photographs of their exhibits. This activity must be coordinated with NATIA Security.
- o. The Exhibitor will comply with the rules and regulations of any unionized contractors, which may be selected by NATIA to service the Exhibitors. Any dispute between the Exhibitor and any such contractor or union representative will be referred to NATIA for resolution, whose decision will be binding on all parties. p. All goods shipped to the show must be clearly marked with the name of the Exhibitor and number of the booth space. Goods must not be shipped to the show for any shipping charges to be paid upon arrival and any such goods will not be accepted by NATIA. NATIA assumes no responsibility for loss or damage to Exhibitors goods or property before, during or after the show.
- q. Any violations of the provisions contained herein by any Exhibitor or Exhibitor's representative, will be immediate grounds to require the offending Exhibitor to terminate his/her display and/or to be removed from the exhibition hall as well as the possible exclusion from future exhibitions. This termination will be made by the NATIA's Chief of Security in consultation with NATIA's National President.

4) Exhibition Security

- a. The security of the exhibition in the hall is being enhanced by uniformed police officers who will assist NATIA's security personnel in maintaining 24 hour coverage of the area. This service will begin no later than 10:00am, Sunday July 14, 2013, and will cease on Thursday, July 18, 2012 at 4:00pm. The exhibit floor should be available for setup for booths 400 square feet and larger no earlier than 10:00am on Sunday, July 14, 2013 and all others on Monday, July 15, 2013 at 8:00am.
- b. Exhibitors displaying specialized platforms or vehicles should contact NATIA Security to schedule their placement on the exhibit floor on Sunday, July 14, 2013, promptly at 10:00am. Failure to honor the scheduled placement times will void participation in the exhibition.

5) Damages to Persons and Property:

a. The Exhibitor shall indemnify and hold NATIA harmless for any loss, injury, or damages whatsoever suffered by NATIA as a result of Exhibitor's failure to comply with the terms and conditions of this contract or as a result of the Exhibitor's participation in the exhibit, including without limitation, any third party claim against NATIA with respect to loss, injury or damage sustained and suffered by any other Exhibitors, the owner of the

- building, attendees of the show, and their respective directors, officers, agents and employees.
- b. The Exhibitor is responsible for the placement and cost of insurance relating to its participation in the show. The Exhibitor shall carry liability insurance of \$2 million, as well as such additional insurance as may be required by NATIA.
- c. The Exhibitor acknowledges that NATIA and the Memphis Cook Convention Center do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property loss and damage insurance covering such losses by the Exhibitor.
- d. In consideration for the Exhibitor's participation in the show, the Exhibitor hereby releases NATIA, its directors, officers, agents and staff from any and all claims, losses, or damages whatsoever suffered or sustained by the Exhibitor in connection with its participation in the show, including, without limitation, any claims for loss or theft of property, personnel injury, or loss of business or profits, whether arising from any act of NATIA or otherwise. e. If, in the course of the exhibition, persons attending, transporting or otherwise involved with your display suffer personal injury or losses, NATIA will not bear responsibility. The Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and save NATIA, the Memphis Cook Convention Center and its owners and its employees and agents harmless against all claims, losses, and damages to persons or property, government charges or fines and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or part thereof, excluding any such liability caused by the sole negligence of the Memphis Cook Convention Center, its employees, and
- f. The Exhibitor agrees to furnish immediately to NATIA upon request, and within 30 days of move-in, certificates pertaining to policies of insurance carried by the Exhibitor, together with satisfactory evidence from the insurers of the continuation of such policies. If the Exhibitor fails to comply with any of the foregoing, in addition to any other rights of remedies available to NATIA at law or under this contract, NATIA shall have the right to take possession of the display space for such purpose as it sees fit and the Exhibitor will be held liable for the full contract price for the said space.
- g. Neither NATIA nor the Exhibitor shall be liable for failure to perform under the terms of this registration agreement, if such failure is caused by act of God, fire, flood, strike, labor disputes, riot, insurrection, government regulations, curtailment of transportation facilities, failure of the hotel to vacate the required property, or for any reasons not stated herein, but similar to the causes herein specifically mentioned.

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6) Cancellation:

a. This contract may be cancelled by either party provided written notice is received by the other by June 15, 2013, in which case all monies paid by the Exhibitor will be refunded less an administrative fee of \$500.00 per booth. If the Exhibitor cancels after such date, it will be responsible for the full contract price.

b. NATIA reserves the right to reject the application of any Exhibitor or to remove any individual from the exhibit hall without show of cause. Such Exhibitors or individuals will be returned any and all fees submitted to NATIA, but will not be reimbursed for expenses.

c. NATIA reserves the right to cancel this contract and to withhold possession of the space or to expel the Exhibitor there from if the Exhibitor fails to comply with any terms and conditions of this contract or the show rules and regulations, in which case the Exhibitor shall forfeit as liquidated damages and, not as a penalty, all payments made pursuant to this contract, all without limiting NATIA's other rights and remedies at law under this contract as a result of such failure to comply.

d. Processing of payments by NATIA does not in itself constitute acceptance to the 2013 Technology

7) Payment:

Exhibition.

a. To reserve your exhibit space, you must complete, sign and return the Exhibitor registration form and contract agreement with full payment for all Exhibitor spaces. Upon receipt of full payment, your application will be processed, and you will be sent a paid invoice with your booth assignment(s). All accounts must be paid in full by June 15, 2013. Any monies owed after that date will subject the Exhibitor to a \$500.00 late charge. Late fees may be waived for first time participants. Exhibitors confirmed by June 15, 2013 will be listed in the official conference program. b. All checks should be made payable to NATIA and mailed to NATIA-EXHIBITS, 6933 North 26th Street, Falls Church, Virginia 22046.

8) Charges and Fees:

a. NATIA is a non-profit professional association of law enforcement and government officers having no salaried employees. Therefore, exhibition charges have been kept to a minimum. We hope this is an encouragement for you to display at our show and to meet with the various members and guests.

b.Booths:\$1700.00 includes a 10'x 10' carpeted floor space, draped back walls (8'high) and side partitions (3' high), one booth sign (7"x44") displaying company name and booth number, a 6' table (draped), two side chairs, a waste basket and the registration of four (4) representatives. Telephone service, power and other services can be obtained at an additional cost. Premium "End of Aisle Booths" and "Island Displays" are available

for additional fees. See Exhibit Space Order Form for details. Please contact NATIA at (703) 237-9388 for all orders that exceed three (3) or more 10'x10' booths. c. Vehicles/Mobile Units:\$3400.00 includes a 10'x30' carpeted floor space for one vehicle (end of aisle premiums where applicable), draped back walls (8' high) and side partitions (3' high), one booth sign (7"x44") displaying company name and booth number, a 6' table (draped), two side chairs, a waste basket and the registration of four (4) representatives. Telephone service, power and other services can be obtained at an additional cost.

d. Oversize and Special Displays: Call for pricing. This includes such items as vehicles, vessels, boats, or any display which will exceed 8 feet in height or require special space accommodations or safety precautions. Please coordinate your request in writing to NATIA prior to registration. NATIA may require drawings or designs of your display prior to accepting your registration. **IMPORTANT NOTE**: Companies displaying vehicles must contact NATIA security at (703) 237-9388 by June 15, 2013, for special instructions on parking, safety and loading. Vehicles should arrive at the Memphis Cook Convention Center with less than 1/8 tank of fuel. Vehicles containing more than 1/8 tank of fuel will not be allowed to be set up for display. NATIA security requires a set of keys to each vehicle displayed at the exhibition. Vehicle placement on the exhibit floor will take place on Sunday, July 14, 2013 promptly at 10:00 am.

9) Decorating:

a. The official conference decorator will maintain a service booth in the exhibit area to assist you with additional furnishings, utilities and shipping. Complete shipping instructions and information packages will be available online approximately 90 days prior to the exhibition.

10) Registration:

a. Complete this contract, registration agreement and the attached registration form for representatives attending the conference. This information is mandatory for the issuance of Exhibitor identification badges. Each Exhibitor is allowed up to four (4) representatives (at no additional cost) with each exhibit space. All non-US citizen representatives must complete a separate registration form by June 15, 2013. b. Changes in listed representatives or lost badges will incur a \$250.00 fee. Due to the requirement for security checks for all representatives requiring access to the exhibit floor, we cannot guarantee access for on-site additions or changes in representation. Exhibitor checkin and credentialing for the 2013 Technology Exhibition closes at 12:00 noon on Tuesday, July 16, 2013.