

Conditions of Exhibitor's Contract • Federation of Tax Administrators

1. **APPLICATIONS AND ELIGIBILITY** - Application for booth space must be made on the printed form provided by the Federation of Tax Administrators (FTA), contain the information requested, and be executed by an individual who has authority to act for the applicant (exhibitor). Any such exhibitor/producer or supplier of equipment and other products or services whose proposed exhibit will enhance the purposes of the Federation's meeting or convention, and facilitate those purposes, may apply for booth space. The Federation reserves the absolute right to reject any such application.

2. **AGREEMENT TO CONDITIONS** - Each exhibitor, for himself and his employees, agrees to abide by these conditions, it being understood and agreed that the sole control of the exhibit hall rests with the Federation of Tax Administrators.

3. **ASSIGNMENT OF SPACE** - Classification of exhibits and assignment of space will be determined by FTA based on the character of the proposed exhibits and individual requirements and preferences as to location for each exhibitor. Once space has been approved by the Federation of Tax Administrators, no exhibit will be moved except by mutual consent of the parties.

4. **PAYMENT** - A non-refundable payment for single booth and deposit per double booth (as stated on the Application for Exhibit Space) must accompany each application. The balance of the bill must be paid at least 45 days prior to the opening of the show.

5. **INSURANCE** - In all cases, exhibitors wishing to insure their goods must do so at their own expense.

6. **BOOTHS** - Standard booth equipment (back and side wall draping, and identification sign) will be provided by the Federation of Tax Administrators without cost to the exhibitor if ordered in advance. If an exhibitor plans to install a completely constructed display of such a character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof shall project as to obstruct the view of adjacent booths. No part of any display may be over eight feet in height. The back three feet of rented space may be occupied from the floor up to eight feet in height; the front of the rented space may be occupied from the floor up to 48 inches only.

7. **CARE OF EXHIBIT SPACE** - The exhibitor must, at his expense, maintain and keep in good order his exhibit and the space for which he has contracted.

8. **PROTECTION OF THE EXHIBIT FACILITY** - Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the hotel or convention hall exhibit area without permission of the Federation and the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with the direction of the Exhibit Manager, the hotel or convention hall manager or their assistants.

9. **INSTALLATION AND DISMANTLING** - The specific requirements as to the time for installation and dismantling of exhibits shall be supplied to each exhibitor for the particular conference or convention. Such requirements shall be binding upon the exhibitor as though fully set forth herein. All displays must be in place and set up one hour prior to the official opening of the show. Space not occupied or set up by that time may be re-assigned for other purposes by the Federation.

10. **DEFAULT OCCUPANCY** - Any exhibitor failing to occupy space contracted for is not relieved of the obligation to pay for such space at the full rental price, and the Federation of Tax Administrators shall have the right to use such space as it sees fit to eliminate blank space in the exhibit hall, provided such booth space is not occupied by one hour before the official show opening.

11. **ACCESS TO DISPLAYS** - The Federation of Tax Administrators may from time to time promulgate such regulations governing hours of access to displays and eligibilities for admission thereto as may be found in its judgment to be most practicable.

12. **PERSONNEL** - Booth personnel, including demonstrators, receptionists and models are required to confine their activities within the exhibitor's booth space. All exhibitors participating in the Federation of Tax Administrators conferences or conventions are expected to use special care whenever they deem it necessary to hire temporary help to assist in their exhibit or hospitality activities, so that personnel so selected by them will be of a caliber in keeping with the high standards of the exhibition and the meeting.

13. **USE OF SPACE** - Exhibits shall be shown only in the official exhibit area as established by the Federation of Tax Administrators. Neither the exhibitors nor non-exhibitors shall be permitted to display articles, equipment or information concerning services, or movies of such articles, equipment or services in private suites or rooms during the conference or convention, in accordance with prior agreements between the Federation of Tax Administrators and officials of hotels and the convention bureau in the locale of the specific conference or convention. No exhibitor shall permit any other corporation or firm or its representatives to use the space allotted to him, nor shall he display articles not manufactured or sold normally by him. If an article of a non-exhibiting firm or business is required for the operation or display of an exhibitor's ware, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article is sold in the regular course of business. Co-participation by any other corporation or firm or its representatives in space assigned to the original applicant must be by written permission of the FTA, only, and shall be subject to an additional charge of 25% of the total cost per booth per day for each additional participant for the period of the exhibit.

14. **DISTRIBUTION OF PRINTED MATTER, ETC.** - Neither exhibitors nor nonexhibitors shall distribute to the conference or convention delegates printed matter, samples, souvenirs, and the like, except from within rented space. Special distribution of such material elsewhere must be approved by FTA.

15. **RESTRICTION ON SELLING** - No sales of any kind, whether for cash or on credit, whether for immediate or future delivery, and whether completed within or outside the exhibits area, shall be made during the exhibition by an exhibitor or anyone on his behalf, nor shall any form of order-taking be permissible.

16. **CONFLICTING MEETING & SOCIAL EVENTS** - In the interest of the success of the entire convention and exposition, the exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of members or exhibitors from the convention or exhibit hall during the official hours of the convention and exposition.

17. **CANCELLATION OR RELOCATION OF CONFERENCE OR CONVENTION** - In the event of cancellation or relocation of any conference or convention, due to circumstances within the Federation's direct control, the liability of the Federation of Tax Administrators shall be limited to a refund of deposit fees paid to the Federation by the exhibitor. In the event the Federation has no control over the cancellation or relocation of any conference or convention, the Federation shall have no liability of any kind but may in its discretion refund any deposit fees paid by the exhibitor.

18. **CANCELLATION BY EXHIBITOR** - Should the exhibitor be unable to occupy and use the exhibit space contracted for and should he notify the Federation in writing at least 45 days prior to the opening of the conference or convention, all fees paid by the exhibitor, less the deposit fee per booth, will be refunded. No refund of any fees, including the deposit fee, will be made if notice of cancellation is received less than 45 days prior to the opening of the show.

19. **THE ASSOCIATION'S RIGHT TO REMOVE THE EXHIBITOR'S PROPERTY** - The Federation of Tax Administrators reserves the right to remove from the hotel or convention hall premises any or all of the property of the exhibitor should the conference or convention be cancelled or relocated or should the exhibitor violate any of the conditions of the Exhibitor's Agreement. This right may be exercised without prior notice and without hearing.

20. **VIOLATIONS OF THE CONDITIONS** - Any of the following actions by an exhibitor shall constitute a violation of the conditions of the Exhibitor's Agreement:

- a. Use of a display of equipment, products or services that varies in any significant way from the description on the Application for Exhibit Space.
- b. Violation of any municipal, state or federal laws, rules or regulations, including safety codes.
- c. Failure to follow the procedures prescribed in sections 1 through 19.
- d. Failure to remove his property from the hotel or convention hall upon cancellation or relocation of the conference or convention.

21. **LIABILITY** -

a. The Federation of Tax Administrators undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the exhibitor, his officials, agents or employees or for the protection of the property of the exhibitor or his representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by the exhibitor. Any protection exercised by the Federation shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the exhibitor.

b. The exhibitor agrees to indemnify and hold the Federation of Tax Administrators and its agents harmless from all such claims and from all claims or liability of any nature whatsoever arising from the activities of the exhibitor or any of his representatives or from the display or use of property of the exhibitor.

c. The Federation of Tax Administrators shall not be liable for any failure to deliver space to an exhibitor or for the loss of allotted space of an exhibitor, who has contracted for exhibit space under the terms of this agreement, if nondelivery is due to any one of the following causes: destruction of or damage to the building or the exhibit area by fire or act of God; acts of a public enemy; strikes; the authority of the law; or any cause beyond its control. The Federation will, however, in the event it is not able to hold an exhibit for any of the above-named causes, reimburse exhibitors pro-rata on any rental fee paid, less any and all legitimate expenses incurred by the Federation of Tax Administrators for advertising, administration and similar and related costs.

22. **REMEDIES** -

a. General. In the event the exhibitor violates any of the conditions of the Exhibitor's Agreement, the Federation of Tax Administrators reserves an absolute right to invoke either or both of the following remedies, which shall be in addition to, and not in lieu of, any other rights or remedies granted under this agreement or available under general contract law:

(1) The Federation may order the exhibitor to remove his exhibit and personnel, or have them removed under the provisions of section 19. In these circumstances, no part of the exhibitor's fees will be returned.

(2) The Federation may refuse thereafter to enter into any agreement with the same or related signatory/exhibitor to lease booth space at future conferences or conventions sponsored by the Federation of Tax Administrators.

b. The Federation, in addition to all other remedies it is entitled to invoke under the terms of this agreement, may require the exhibitor to pay to the Federation, as liquidated damages, and not as penalty, an amount equal to 100% of the exhibitor's fee where the signatory/exhibitor violates the restriction on selling set forth in section 15.