

# ATCA Technical Symposium Exhibitor Contract

April 25 – 27, 2023

Please email completed Contract to sandra.strickland@atca.org AND rugger.smith@atca.org

Exhibiting Company Name:				
Header on Stand:				
Address 1:		Address 2:		
City:		State:		
Postal Code:		Country:		
Telephone:		Website		
MAIN POINT O		OF CONTACT		
Prefix: Point of Contact Name:				
Address 1:		Address 2:		
City:		State:		
Postal Code:		Country:		
Telephone:		Email:		
MARKETING POINT OF CONTACT				
Same as Main Point of Contact				
Prefix: Point of Contact Name:				
Address 1:		Address 2:		
City:		State:		
Postal Code:		Country:		
Telephone:		Email:		
BILL	ING INFORMAT	ION FOR INVOICING		
Same as Main Point of Contact				
Billing Company Name:				
Prefix: Point of Contact Name:				
Email:		Address 1:		
Address 2:		City:		
State: Postal Code:		Country:		
A	DITIONAL POIN	NT OF CONTACT 1		
Prefix:	Point of Conta	ct Name:		
Telephone:		Email:		
ADDITIONAL POINT OF CONTACT 2				
Prefix: Point of Contact Name:				
Telephone:		Email:		
BOOTH INFORMATION				

Number of Booths Needed:				
Booth Choices: #1	#2	#3		
Are You An ATCA Corporate Member?: Yes		No		
COMPETITOR/ASSOCIATE PROXIMITY				
List any Exhibitor you wish to be	List any Exhibite	or you DO NOT		
near (Associates):	wish to be near	(Competitors):		
1:	1:			
2:	2:			
3:	3:			
SPACE ASSIGNMENT PRIORITY				
Rank (1-4) Beginning with the most important criteria for space assignment:				
Floor Location:	<b>Competitor Proximi</b>	ty:		
Associate Proximity:	Corner Space:			
PAYMENT INFORMATION				

## **Invoice Balance Due**

## **Credit Card**

(A 3.75% processing fee will be applied)

### Check

(Please make checks payable to Air Traffic Control Association)

## **Wire Transfer**

(Instructions will be noted on your Invoice)
For invoicing questions, email Mashal Azhar at mashal.azhar@marcumllp.com

## **TOTAL AMOUNT DUE:**

## PRODUCT CATEGORIES

(Please note in the section below the top FIVE Product Categories that best describe your company)		
AAM/UAM Advanced Air Mobility/Urban Air		
Mobility	Aeronautical Information Systems (AIS)	
AI/AR (Artificial Intelligence/Augmented Reality)	Airfield Operations	
ATC Towers/Mobile Control Towers	Aviation and STEM Education/Courses/Degrees	
Avionics	Commercial Space	
Communications - Datalink	Communications - Voice	
Communications Control/Voice Switching	Consoles	
Consulting	Cyber Security	
Displays	Drones - Uncrewed Aircraft Systems (UAS)	
Drones - Uncrewed Traffic Management (UTM)	Environmental Controls	
Flight Data Processing Systems	Ground - Based Navigational Aids	
Ground - Ground ATC Data Networks	Ground Handling	
Headsets	Human Factors	
iCloud Solutions	Industry Professional or Trade Association	
Integrated Telephone Systems/Services	Lighting (Runway/Taxiway)	
Meteorological Equipment	Modular Systems Furniture	

Precision Landing Systems	Radar				
Radios	Radomes				
Remote Maintenance Monitoring	Safety Systems/Risk Assessment				
Satellite Navigation Networks	Sensor Technology				
Software	Surveillance Systems				
Trade Centers/Skill Certifications	Trade Publications				
Training Equipment (including Simulators)	Other:				
<b>Note Your Top FIVE Product Category Selections</b>	#3:				
#1:	#4:				
#2:	#5:				
ORGANIZATION TYPE					
ANSP Non-Pro	ofit Woman Owned				
Small/Disadvantaged	Association				

I have read the below Terms and Conditions set forth in this Exhibitor Contract for the ATCA Technical Symposium, and they are hereby accepted.

Name:	Title:
Signature:	Date:

### The ATCA Technical Symposium

# EXHIBIT CONTRACT TERMS AND CONDITIONS

The Exhibit Space Application and Contract shall include the following terms and conditions. As used herein, "you" refers to the Exhibitor and its agents, employees and representatives.

#### **FEES AND PAYMENT**

Member Standard Booth Fees: \$30.00 per sq. ft.

Non-member Standard Booth Fees: \$45.00 per sq. ft.

**Additional Staff:** Each booth purchase includes one (1) Full Symposium Attendee Registration. Additional Symposium Registrations can be purchased at the prevailing rate.

Payment: All payments are due within 30 days upon receipt of invoice. Should payment not be made within the 30 days, Exhibitor is at risk of losing their booth space. If an Exhibitor Contract is submitted less than 30 days prior to the start of the Symposium, payment is due upon receipt of invoice. Any cancellations or space reduction requests MUST be in writing with receipt acknowledged by ATCA on or before March 24, 2023, and under no circumstances will a refund be made thereafter. A 25 percent administrative fee will be deducted in the event of any refund.

Refunds will be processed after the conclusion of the Exhibition.

#### **EXHIBITION SCHEDULE**

ATCA reserves the right to adjust the exhibition schedule for the benefit of the Exhibition. For details of exhibitor set-up dates and times and exhibition open hours, please check the exhibitor prospectus or Exhibitor kit.

All Exhibits must be fully set up and ready by 4:00 p.m., Tuesday. If an exhibiting company needs additional set-up time, please contact Sandra Strickland at sandra.strickland@ atca.org to make arrangements. Early move-ins will be accommodated based on availability. Any Exhibitor that has not begun set-up by 12:00 p.m. on Tuesday, April 25, and has not advised ATCA in advance of the delay, shall lose all rights to exhibit space, in which event ATCA shall make other use of the space and no refund shall be made to the original contracting Exhibitor. Any costs incurred for changes to the unoccupied booth after 12:00 p.m., April 25 shall be the responsibility of the original contracting Exhibitor.

**Dismantling of displays shall begin Thursday, April 27 at** 1:30 p.m. No Exhibitor may commence tear down before that time without prior written approval from ATCA. All Exhibitor displays or materials left in booth without instruction will be packed and shipped at the discretion of ATCA, and all cost thereof will be the responsibility of the Exhibitor.



#### **EXHIBITION SPECIFICATIONS**

No Exhibitor or Sponsor shall hold meetings or events that conflict with any official ATCA functions.

Minimum standard booth size is 10'x10' (3mx3m). Booths may be combined to form larger booths and islands. A minimum of 4 booths are required (20'x20') to form an island. Exhibitors are responsible for providing all booth contents, including furniture, carpeting, electrical, etc. Nothing can be posted, tacked, nailed, screwed or otherwise attached to the columns, walls, floors, ceiling, or furniture in the Exhibit Hall.

ATCA follows the International Association of Exhibitions and Events (IAEE). For more information, check out, "Guidelines for Display Rules and Regulations" (2019 update), which has line of sight rules and does not allow full cubic content of an exhibit booth.

Exhibitors must be registered as a full conference participant. Any Exhibitor found on-site registered in any other category will be required to register on-site at the full conference rate. ATCA shall have absolute discretion over the selection of Exhibitors, and only the company whose name appears on the face of this Contract shall receive Exhibitor privileges. ATCA reserves the right to terminate any Exhibit if, in the absolute discretion of ATCA, the Exhibitor or exhibit is, in any respect, deemed unsuitable for any reason, including but not limited to the conduct, safety, merchandise, printed matter, souvenirs, promotional items and/or activities, catalogs, or any other aspect of an Exhibit or Exhibitor. Exhibitors shall not assign, sublet, or share the space allotted with another business or firm unless they are partners in a formal alliance and approval has been obtained in writing from ATCA. Names or advertisements of non-exhibiting manufacturers, distributors, or agents shall not appear in any Exhibitor's display. Each Exhibitor shall provide ATCA, in advance, the name and title of the person who will be in attendance at the exhibition and responsible for the installation, operation, and removal of the exhibit. Said representative shall be authorized to enter into such service contracts as may be necessary, the cost of which shall be the Exhibitor's sole responsibility.

No exhibits will be permitted that interfere with other exhibits or impede access to them or impede the free use of the aisles. Booth personnel are required to confine their activities to the Exhibitor's booth space, including physical incursions, as well as with sound or light. No part of the exhibit area, surrounding grounds of the Hotel, or the Hotel's public space

### The ATCA Technical Symposium

# **EXHIBIT CONTRACT TERMS AND CONDITIONS (cont.)**



may be used by any organization other than ATCA for display purposes of any kind or nature, without prior written ATCA approval.

Giveaways are permitted if associated with the products and services of the exhibiting organization. These must be professional and small in nature. Cost should not exceed \$10.00 per item. Drawings for item(s) of a higher value are permitted.

Exhibitors may serve or dispense food and beverages from their exhibit space. All food and beverages must be purchased from the headquarters hotel where the exhibition is located. Any Exhibitor serving alcohol assumes full responsibility and liability for the actions of its agents, employees, or guests, whether acting within or without the scope of their authority. All food and beverage events held in the exhibit hall must be approved in advance by ATCA and ATCA has the right to shut down any food or beverage activity that it deems disruptive. Visit ATCA's Tech Symposium's website to download the Exposition Food and Beverage Event Form.

Any attendee, contractor or other individual at the Tech Symposium who conduct themselves in an unacceptable manner, in ATCA's absolute discretion, must immediately leave the symposium upon ATCA's request. Without limiting the generality of the preceding sentence, the following conduct is strictly prohibited:

- Subleasing or sharing Exhibit space.
- Occupying aisle space.
- Creating an obstruction that prevents clear view of neighboring inline booth exhibits.
- Distributing materials or literature outside Exhibitor's booth.
- Distributing materials or literature other than Exhibitor's product/service information.
- Use of loudspeakers, recording equipment, television sets and radios, lighting, or the use of operating machinery or any other activity that creates unacceptable volume.
- Placing business cards over official ATCA badges or in any way altering a badge.
- Early dismantling of exhibits without prior written ATCA approval.
- Use of Exhibit Hall Visitor Passes by Exhibit Booth personnel.
- Badge swapping.
- Use of models or other entertainment that could be offensive to any Exhibition attendee.

Exhibitors shall strictly comply with all applicable state,

federal, and local laws, ordinances, and regulations. Without limiting the generality of the preceding sentence, Exhibitors are responsible for making booths accessible to persons with disabilities as required by the American with Disabilities Act (ADA). Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line (800-514-0301).

#### **MISCELLANEOUS**

ATCA may take, use, reproduce, or otherwise publish photographs, whether still or action, video recordings, pictures, audiotapes, digital images, film, or motion pictures (collectively "Pictures"), and all rights therein shall irrevocably, exclusively, unconditionally, and perpetually belong to ATCA, or assigns, without compensation or notice.

Exhibitor hereby agrees to indemnify and hold harmless ATCA and the Resorts Casino Hotel, and their collective agents, employees, and representatives, from and against any and all claims or damages of any kind, including attorney's fees, directly or indirectly arising from or relating to your Exhibit or this Contract, and including but not limited to any claims for damage to person or property or that your Exhibit infringes any copyright or other intellectual property rights of any third party. If you breach any obligation of this Contract, ATCA may immediately terminate this Contract without prior notice, in which event ATCA shall be entitled to retain all monies received, it being agreed by the parties that ATCA'S damages arising from your breach will be difficult or impossible to ascertain.

Exhibitor shall obtain and keep in force during the term of the installation and use of exhibit premises, policies of comprehensive general liability insurance, insuring and specifically referring to the contractual liability set forth in the preceding paragraph, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage. The ATCA and the Resorts Casino Hotel, its owner and operator, shall be included in such policies as additional named insureds. ATCA must receive a copy of the Certificate of Insurance by March 25, 2023. If you are unable to provide such insurance coverage, ATCA has arranged with an insurance company to provide coverage. If you need to purchase this insurance please visit www.atca.org/TechSymposium to submit. Cost per Exhibitor is \$89.00. Exhibitor further acknowledges that neither ATCA nor the Resorts Casino Hotel, maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and/or property damage insurance.

### **The ATCA Technical Symposium**

# **EXHIBIT CONTRACT TERMS AND CONDITIONS (cont.)**



ATCA HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ATCA DIS-CLAIMS LIABILITY FOR CONSEQUENTIAL DAM-AGES TO PERSON OR PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAM-AGES. ATCA AND THE RESORTS CASINO HOTEL NEITHER ASSUME, NOR AUTHORIZE ANYONE TO ASSUME, SUCH LIABILITY. NEITHER ATCA NOR THE RESORTS CASINO HOTEL OR THEIR COLLEC-TIVE AGENTS, REPRESENTATIVES, OR EMPLOYEES SHALL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE EXHIBIT OR THE PROPERTY OF EXHIBITORS, WHETHER RESULTING FROM FIRE, STORMS, ACTS OF GOD, AIR CONDITIONING OR HEATING FAILURE, THEFT, PILFERAGE, OR OTHER CAUSE.

In the event that ATCA shall be delayed or prevented from holding the scheduled event as the result of an act of God, acts of the public enemy, war, blockade, embargo, strike or other labor unrest, inability to procure materials, failure of power, restrictive government laws or regulations, arrest, riot, insurrection, epidemic, landslide, lightning, earthquake, fire, hurricane, storm, flood, explosion, terrorism or threat thereof, civil disobedience or disturbance, or any other cause, whether of the kind enumerated herein or otherwise, that is not within the control of ATCA, then ATCA shall have no liability to you for any such delay or nonperformance, and no refund will be due from ATCA.

This Contract, together with the Prospectus, Exhibitor Service Manual, and the Rules of ATCA for the subject event, contain the entire agreement of the parties. No representations were made or relied upon other than those expressly set forth herein. The terms hereof may not be modified except in a writing signed by an executive officer of each of the parties. Any interpretation of ATCA Rules, which are hereby incorporated herein, shall be made by ATCA in its absolute discretion. In the event of a conflict between the Rules and this Contract, this Contract shall take precedence. The Rules are subject to change by ATCA without prior notice. The Conference and Exposition shall be administered in all respects, and controlled exclusively, by ATCA, subject to its absolute discretion, and all decisions of ATCA shall be final. ATCA reserves the right to make such changes to the floor plan of booths as may be deemed necessary and to revise the floor plan from time to time to accommodate those changes.

Any dispute or controversy of any kind relating to this Contract, or the advertising provided hereunder shall be resolved by binding arbitration in the City of Alexandria, Virginia, administered by the American Arbitration Association in accordance with its applicable rules then in effect. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Virginia.