



2009 TMC Transportation Technology Exhibition Application and Contract for Booth Space



Show Dates—February 9-11, 2009 • Orange County Convention Center • Orlando, Florida

IN ORDER TO VALIDATE THIS CONTRACT

1. We attach our check (in U.S. Funds) payable to TMC/American Trucking Associations or have provided valid credit card information as indicated. **PAYMENT IN FULL MUST ACCOMPANY CONTRACT.**
2. We agree that space assigned shall be accepted by us unless we reject it within ten (10) days of notice from TMC.
3. We agree that the Exhibit Rules and Regulations printed on pages 3 and 4 are part of this contract.

MAIL TO: TMC Exhibition Administration Services
Finance & Administration
American Trucking Associations
950 N. Glebe Road, Suite 210
Arlington, VA 22203-4181



OR FAX PAGES 1 & 2 TO: (703) 838-1852

NOTE: Only original, signed contracts with attached checks or valid credit card information are dated and processed. Booth space is not protected via telephone.

QUESTIONS: **PHONE:** Joseph Hite (703) 838-1927
EMAIL: jhite@trucking.org



(PLEASE PRINT OR TYPE)

COMPANY INFORMATION as it should appear in TMC's 2009 *Transportation Technology Exhibition Directory & Industry Reference Guide*, which is distributed in advance to all TMC members and onsite at the meeting.

Company or Organization Name

Address

City/State/Zip

Phone (Include Area Code)

FAX (Include Area Code)

Email

Website (http://. . .)

CONTACT & MAILING INFORMATION for all show correspondence.

Each exhibitor receives one (1) kit at no charge. Additional kits are available at \$25 each kit prepaid and sent via second-day delivery service.

Primary Contact Person's Name

Receives Exhibitor Service Manual

Yes No

Address

City/State/Zip

Phone (Include Area Code)

FAX (Include Area Code)

Email

Secondary Contact Person's Name

Receives Exhibitor Service Manual

Yes No

Address

City/State/Zip

Phone (Include Area Code)

FAX (Include Area Code)

Email

BOOTH REQUEST INFORMATION

A. CONFIGURATION

_____ x _____ Total Square Footage: _____
(ft) (ft) min. 100 sq. ft.

B. PREFERRED BOOTH LOCATION

Refer to the floorplan and list your top six (6) preferred booth locations:

1st _____ 3rd _____ 5th _____
2nd _____ 4th _____ 6th _____

If none of these spaces are available, we understand TMC may allocate other space to us subject to approval. We agree that the space assigned to us shall be accepted by us unless we reject it within ten (10) days of your notice.

NOTE ANY COMPETITORS FROM WHOM YOU DESIRE BOOTH SEPARATION. THIS IS VERY IMPORTANT!

Contract Authorized By (Print Name & Title)

Signature

GO TO PAGE 2 TO COMPLETE CONTRACT!



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PAYMENT INFORMATION

(PLEASE PRINT OR TYPE)

I have provided full payment for my requested booth space below:

Company Check (see attached) Credit Card:* MC VISA AMEX Exp. Date: _____

CC#: _____

Name on card: _____

Signature _____

****TMC Office: Please note that this is a TIA Pavilion registration.**

* Credit card accepted only for booths up to 400 sq. ft. in size.

BOOTH SIZES AND FEES

TMC MEMBER PRICE	INLINE	CORNER
100-300	\$26.00/sq.ft.	+\$300 per corner
400-800	\$25.00/sq.ft.	+\$300 per corner
900+	\$25.00/sq.ft.	NO FEE FOR CORNERS
TRAILER ONLY BOOTH	\$10,000	NO FEE FOR CORNERS
NON-MEMBER PRICE	INLINE	CORNER
100-300	\$36.00/sq.ft.	+\$300 per corner
400-800	\$35.00/sq.ft.	+\$300 per corner
900+	\$35.00/sq.ft.	NO FEE FOR CORNERS
TRAILER ONLY BOOTH	\$15,000	NO FEE FOR CORNERS

FOR TMC OFFICE USE ONLY

Total Space Cost: _____ Apply to 100-67100-3330405-35-0381

Amount Paid: _____

Check No.: _____ Date: _____

Accepted by: _____

Date Received: _____

Space Assigned: Booth(s) No.: _____

Member Non-Member Data Entry _____
Initials

EXHIBIT DIRECTORY AD RESERVATION

Ad Size (Best Position Available)

I authorize payment for a display ad in TMC's 2009 *Exhibit Directory* as described in TMC's 2009 *Exhibit Prospectus*. I will send in an insertion order along with ad materials according to the procedures detailed on pages 11-12 of the *Prospectus*.

Full Page
 1/2 page Vertical
 1/2 page Horiz.
 Color B&W

Payment included in enclosed check.
 Charge credit card listed in Payment Section above.

Amt: \$ _____ Apply to 100-67580-3330405-35-0381

PRODUCT DESCRIPTION INFORMATION

Check here if you exhibited last year and wish to use the same description.

Describe your company's products or services in 50 words or less for TMC's 2009 *Transportation Technology Exhibition Directory and Industry Reference Guide*. TMC reserves the right to edit descriptions to fit allocated space. Attach separate sheet if necessary.

(PLEASE TYPE)

Contract Provisions

EXHIBIT OBJECTIVE

TMC's Transportation Technology Exhibition is designed to provide the commercial vehicle industry a technical marketplace for goods and services that improve equipment, its maintenance and maintenance management. The Exhibition facilitates the exchange of technical information about new products, equipment, services and management techniques that are of interest to all segments of the commercial vehicle industry.

DEFINITIONS

(1) "The Council" or "TMC" means the Technology & Maintenance Council of American Trucking Associations, Inc. and its authorized agents and representatives acting within the scope of their authority. "Exhibitor," as used in these rules, means any person or company exhibiting in the 2009 Transportation Technology Exhibition.

(2) Decision of The Council in interpreting these rules shall be final.

SPACE ASSIGNMENTS

(3) Although the Exhibitor is required to indicate six (6) booth preferences, The Council will assign booth requests on a first come, first served basis according to the envelope postmark or TMC "Date Received" stamp, and number of booths requested.

(4) The Council reserves the right to reassign booth space at its own discretion as it deems necessary after the contract has been signed.

PAYMENTS

(5) In applying for space, Exhibitor will pay the space cost in accordance with validation regulations appearing in this contract. Payment of exhibit space is due TMC with the signed contract in order for the exhibit space request to be accepted and space assigned. Exhibitors may use a credit card for payment of space up to 400 square feet. Only the company name listed on this contract is considered an official 2009 TMC Exhibitor.

CANCELLATIONS

(6) All Exhibitor participation cancellations must be received in writing by TMC Show Management to be accepted. In the event of cancellation, TMC has the right to reassign exhibit space to another company. Refunds will be made based on the date of receipt of the written cancellation and the following schedule:

Written cancellations received:

Prior to Nov. 24, 2008	75% refund of total space cost
Between Nov. 24-Dec. 8, 2008	50% refund of total space cost
Between Dec. 9-22, 2008	25% refund of total space cost
After December 22, 2008	No Refunds, No Exceptions.

INSTALLATION AND DISMANTLING

(7) The following is the Exhibit Schedule for TMC's 2009 Exhibition:

Installation:	Friday, February 6, 2009	Noon to 8 pm
	OEM Tractors & Trailers move-in	
	Saturday, February 7, 2009	8 am – 6pm
	All Exhibitors move-in	
	Sunday, February 8, 2009	8 am – 6pm
	All Exhibitors move-in	
	Monday, February 9, 2009	7 am – Noon
	All Exhibitors move-in	

NOTE: Monday move-in is only permitted for exhibits 400 sq. ft. or less. No move in is permitted after Noon on Monday. All exhibits should be set and show ready by Noon, Monday, February 4, 2008.

Dismantle:	Wednesday, February 11, 2009	1:30 – 8 pm
	Thursday, February 12, 2009	8 am – 8 pm

NOTE: All exhibit materials must be removed from the exhibit hall by no later than 6 pm on Thursday.

BOOTHS AND EQUIPMENT

(8) Booth space includes backwall and booth dividers as specified in the "2009 Exhibit Policies and Procedures," and one 7" x 44" backwall sign (with two lines of copy, consisting of firm name and city and state). All other furnishings, equipment, facilities, etc., will be provided by Exhibitor at his own expense and responsibility.

USE OF BOOTH

(9) All demonstrations and exhibits must be confined to the contracted space. There is no solicitation allowed outside of the contracted exhibit space. No Exhibitor shall assign, sublet, or share the allotted Exhibit space with another company unless approval has been obtained in writing from TMC. Violation of this Council regulation may be construed as justifiable cause for the immediate removal of Exhibitors display without refund or further compensation to the Exhibitor.

EXCLUSION

(10) TMC shall have the right to exclude, remove at Exhibitor expense, or to require modification of any display or demonstration which, in its sole discretion, it considers unsuitable or not in keeping with the character of the Exhibition. TMC shall have the right to demand modification of the appearance of dress of persons or mannequins used in connection with displays or demonstrations. If Exhibitor refuses TMC's demand, TMC reserves the right to exclude or remove, at Exhibitor's expense, the entire display or demonstration without refund or further compensation to the Exhibitor.

MATERIAL HANDLING AND LABOR

(11) The Freeman Companies is the Official General Contractor for TMC's 2009 Transportation Technology Exhibition. They will coordinate the material handling and labor requirements for exhibitors in Orlando. Freeman and TMC will produce and ship the "Exhibitor Services Manual," outlining procedures for shipping, ordering furniture and carpet and many other show services.

(12) The Orange County Convention Center does not have the ability to receive and store exhibitor materials prior to the scheduled move in time. Advanced shipments should be sent directly to the Freeman Warehouse in Orlando to be delivered on the first day of the scheduled move-in. The shipping information will be included in the Manual.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

(13) Exhibitor agrees to use its good faith efforts to ensure their company complies with the requirements of the ADA, its regulations and guidelines. Exhibitor further agrees to indemnify and hold TMC/ATA, its officers, directors, affiliates, agents and employees harmless from and against any and all claims and expenses, including attorneys fees and litigation expenses, that may be incurred by or asserted against TMC/ATA, or its officers, directors, agents and employees on the basis of the Exhibitors noncompliance with any of the provisions of the ADA.

SECURITY

(14) TMC shall provide security guard service throughout the hours of move in, show and move out, and will exercise reasonable care for the protection of the Exhibitors materials and display. Beyond this, TMC/ATA, the Orange County Convention Center, or any officer or staff member thereof will not be responsible for the safety of the property or person of the Exhibitor, his agents, or employees, from theft, damage by fire, accident, or any other cause. Exhibitor is required to provide all insurance or policy riders to cover all Exhibit Booth contents.

LIABILITIES

(15) The relationship between ATA and Exhibitor shall be that of independent contracting parties and this Agreement shall not be construed as creating a partnership, employer-employee relationship, joint venture or agency between ATA and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless and defend ATA, its officers, directors, affiliates, agents and employees, and the Orange County Convention Center and the City of Orlando, Florida from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest

Contract Provisions (continued)

and attorney's fees) which ATA or the Orange County Convention Center and the City of Orlando, Florida may incur, suffer, be put to pay or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission by Exhibitor or any of its employees, servants or agents, Exhibitor further agrees that ATA and the Orange County Convention Center and the City of Orlando, Florida and their respective agents and employees shall not be responsible in any way for : (i) damage, loss or destruction of any property of Exhibitor or (ii) injury to Exhibitor or its representatives, agents, employees, licensees or invitees.

ADMISSIONS

(16) The Council will have sole control over all admissions of all persons to exhibit including Exhibitor personnel and/or registrants, according to the Rules and Regulations of the exhibition as issued or amended (with or without advance notice) by authorized representatives of The Council. TMC makes every effort to attract the maximum amount of attendees to its exhibit, but does not guarantee specific volumes or levels of attendance.

RESTRICTION OF ROOM ASSIGNMENTS, AND USE OF HOSPITALITY SUITES

(17) Exhibitor agrees that The Council has sole control over the assignment and use of such rooms or suites at the convention center, host and overflow hotels during the period of The Council's Transportation Technology Exhibition.

RULES AND REGULATIONS

(18) Exhibitors will abide by all other provisions of the said "2009 Exhibit Policies and Procedures." Exhibitor further agrees to adhere to all fire, utility, and building codes and regulations and all other regulations of governmental agencies and the hotel. All drapes and decorative material will be flameproof.

LIVE OR RECORDED MUSIC

(19) Exhibitors wishing to have either live or recorded music must submit to ATA/

TMC either evidence of ownership of such music or copyright license agreements permitting the use of such music. In the absence of such agreements, the performance of live or recorded music is prohibited. EXHIBITOR AGREES TO INDEMNIFY ATA/TMC FOR ANY LIABILITY ARISING FROM THE UNLICENSED PERFORMANCE OF SUCH MUSIC.

DISPLAY HEIGHT AND WIDTH REGULATIONS

(20) TMC subscribes to IAEE (International Association of Exhibitions and Events) Guidelines with regard to width and/or height of backwall structures; also the use or placement of display signs or independent units that are part of but not necessarily attached to a backwall unit. Display Heights: Island - 16' from ground, top of hanging sign at 20'. Linear - No display may extend above 8'H, perimeter booths may extend to 10' H.

COUNTERFEITING

(21) TMC considers the display and/or sale of counterfeit products as dangerous and likely to damage TMC's reputation. An exhibitor may not show either any counterfeit products, or another manufacturer's products that have been purchased or taken from a distributor or another manufacturer without appropriate licensing or permission from the original manufacturer, or any products which are deemed by TMC Show Management in its sole discretion to be deceptively or illegally marketed. Exhibitors who display products on the show floor or offer products in their catalogues displayed at TMC's exhibition that are found to violate a patent or trademark will face sanctions by TMC Show Management. Sanctions are up to the Show Manager and may include closing the booth, together with a ban from the show and loss of seniority privileges and other sanctions as deemed appropriate by TMC Show Management. TMC is confident that all of our exhibitors seek to maintain the highest standards of compliance with United States law and industry standards. If you have any questions concerning TMC rules, regulations and compliance procedures on this, or any other matter prior to the show, please contact Joseph Hite at (703) 838-1927. On show site, please contact Joseph Hite at either the TMC Show's Manager office or the TMC Registration Desk.

NOTES