

#### TERMS AND CONDITIONS

- **1. Show Management.** Conditioned upon the Facility placing the event space applied for herein at the disposal of the Management, the Show specified on the reverse side of this contract is to be held at the facility on dates specified on the reverse side of this contract. The term "Show Management" as used herein shall mean the ATGS.
- **2. Eligible Exhibits.** The Show Management reserves the right to determine the eligibility of any company or product for inclusion in the Show. No exhibitor shall exhibit or permit to be exhibited in the space allocated to him any merchandise other than that specified in his application.
- **3. Music.** No music of any kind shall be utilized by an exhibitor without the written consent of show management.
- **4. Limitation of Liability.** The exhibitor hereby agrees to indemnify, defend and protect the Management and the facility against, and hold and save the Management and the facility harmless from, any and all claims, demands, suits, liabilities, damage, loss, costs, attorney fees and expenses of whatever kind or nature which might arise out of any action or failure to act of the exhibitor or any of its officers, agents, employees, or other representatives, including but not limited to claims of damage or loss to property or harm or injury to a person or persons. The exhibitor agrees to make no claim for any reason whatsoever, including negligence against Show Management, its members or agents or employees, or the sponsors, or the lessors or owners of the exhibit premises for loss, theft, damage or destruction of property; nor any injury to themselves or employees while in the exhibit area. Each exhibitor should purchase its own insurance. Show management is not responsible for direct or consequential damages.
- **5. Building Regulations.** The rules and regulations promulgated and in effect from time to time governing the use and occupancy of the Facility are incorporated by this reference herein for all purposes. Without limiting the foregoing, it is understood that the exhibitor shall neither injure nor mar, nor in any manner deface the premises. Exhibitors will not be permitted to drive nails, hooks, tacks or put up decorations or adhesive that would deface the premises. Also, no signs may be placed on any structure of the building.



- 6. Display Characteristics. Dimensions of all exhibit areas are believed to be accurately stated on the floor plans, but Management shall have no responsibility for any discrepancies or errors. Facility lighting may not illuminate all areas evenly and effectively, and Management assumes no responsibility for providing additional lighting. If available, an exhibitor may order additional lighting, at its expense: see Exhibitor Manual. Management assumes no responsibility for temperature levels during set-up, exhibit, or take-down periods. All booth arrangements shall conform in all respects to the dimensional and height requirements as indicated in the exhibitor manual.
- **7. Dismantling of Exhibits.** It is expressly forbidden for exhibitors to dismantle or pack any portion of their exhibit booth prior to the official closing of the Show. All exhibits, samples and other merchandise must be removed from the facility by exhibitors by midnight, the last day of the Show.
- 8. Objectionable Activity. The use of devices for the mechanical reproduction of sound is permitted, but must be controlled. Sound or any form of entertainment must not be projected outside the confines of the exhibit booth. Any photos, products or other material that could be found objectionable by the general public may not be openly displayed in exhibit booths. Exhibitors are prohibited from taking any type of photograph or videotape of the exhibition without the consent of Management.
- **9. Rejections and Ejections.** Exhibitor agrees that exhibits shall be admitted and shall remain from day to day solely on strict compliance with the rules herein laid down and those outlined in the Exhibitor Manual. Show Management reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any exhibitor or his representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to the exhibitor of the amount of rental unearned at the time of rejection. If an exhibit or exhibitor is ejected for violation of these rules or for any other stated reason, no return of rental shall be made.
- **10. Insurance.** Management is not responsible for loss or damage to exhibitors' property; and in the event the exhibitor desires to have the goods, samples and other property brought upon the exhibition premises insured against loss due to any cause, he shall obtain such insurance at his own expense. The exhibitor shall, at no cost to Show Management obtain 1. (liability and property damage insurance from responsible insurance companies authorized to sell this insurance, and include the broad form liability) 2. (Workers compensation employer's liability insurance for his own employees).



- 11. Character of Displays. Distribution of samples and printed matter of any kind, or any promotional material, is restricted to the confines of the exhibit booth. The exhibitor shall design and maintain the exhibit in conformity with the general theme and tenor of the Show and shall keep said exhibit presentable at all times. No signs or advertising devices shall be displayed outside of exhibit spaces other than those furnished by the Management. The exhibitor shall arrange his/her exhibit so as not to obscure or prejudice adjacent exhibitors.
- **12. Labor.** The exhibitor hereby agrees to use qualified Union labor at all times while in the facility and abide by all agreements made between the facility, the Unions, and the Management.
- 13. The Use of Exhibitor-Appointed Show Contractors. The Management shall require written notification from any exhibitor using the services of a company other than the official contractor. This notification should include the name and address of the contractor, name of the supervisor to be in attendance, a certificate of insurance, and a statement that the contractor will comply with all rules and regulations of the exhibition including observation of local Labor rules. This information should be provided to the Management at least 30 days in advance of the first day of move-in. Management assumes no responsibility for failure of performance by a contractor or subcontractor or their employees, or for their conduct or that of their employees.
- **14. Exhibit Logistics.** Detailed data, in the form of an Exhibitor Service Manual, will be available to each exhibitor by either website download or email request. The manual will contain information regarding shipment, labor, electrical services, rental items, exhibit hours, etc. Service order forms for all available services will be included and should be returned promptly.
- **15. Amendment to the Rules.** Management reserves the right to adopt, orally or in writing, any additional rule or regulation, move or remove an exhibit, or take any further action if the Management deems such action necessary for the good of the Show. Said action shall have the same force and authority as though fully incorporated in the agreement herein.
- **16. Official Directory.** All exhibitors shall cause to be listed in the official directory of the Show all lines of merchandise to be exhibited in their exhibit space.
- **17. Attendance.** Management shall have sole control over attendance policies at all times. No one under the age of twenty-one will be admitted, including infants.



- **18. Subleasing/Sharing.** Assignment (in whole or in part), subletting or licensing of space by the exhibitor or use of the space not authorized in writing by the Management is prohibited.
- 19. Guards. Show Management may employ reputable guards during the course of the Exposition. The duty of the guards would be to protect the general exhibit against fire or other catastrophes. Neither Show Management, the Sponsor, nor the owners or lessors of the exhibit premises will assume any responsibility for exhibitors' property. It is required that each exhibitor insure its property from place of shipment, during exhibit and for return, covering all risks (including against damage, loss and theft.)
- **20. Electrical Work.** No wiring, installation of spotlight or other electrical work shall be done except by the electrical contractor authorized by the Management or the facility.
- 21. Fire & Safety Laws. Federal, State, and City Laws must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with fire department and underwriters' rules. Storage of flammable materials in the exhibitor's booth or behind the exhibitor back wall is strictly forbidden. Smoking is prohibited on the Show floor, except as allowed in specially designated smoking areas throughout the exhibit hall. Crowding will be restricted. Aisles and fire exits cannot be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed.
- **22. Cancellation Policy.** If an exhibitor fails to make payments due hereunder on the date or dates specified, then Management may cancel this agreement or change such exhibitor's space assignment at Management's sole discretion and without further notice. Management may close an exhibit at any time for failure of an exhibitor or any of its officers, agents, employees or other representatives to perform, observe or comply with any term or condition set forth herein or stipulated in the Exhibitor Manual. In such an event, Management may immediately remove such exhibitor's display at such exhibitor's expense if such exhibitor fails to do so, and Management may re-let the space to others. If a reserved space assignment is canceled, voluntarily or involuntarily, for any reason, or if an exhibitor, for any reason, shall fail, refuse or be unable to exhibit at the Show, such exhibitor shall not be entitled to a refund of any portion of exhibitor fees paid and shall, in all such instances, be liable for all exhibitor fees accrued and unpaid to the effective date of cancellation or termination.
- 23. Acts of God, Fire, Strikes, Etc. In the event that any outside cause, such as war, fire, strike, government action, or other emergencies, or event of "force majeure" prevents the exhibit from being held, Show Management may retain such part of exhibitors' rentals as shall be required to recompense Show Management for expenses incurred



up to the time such contingency shall have occurred and show management shall not be responsible for any of exhibitors' expenses or damages resulting from such a cancellation or postponement of the exhibit.

- **24. Compliance with Laws.** Exhibitors must comply with all laws, rules, regulations and ordinances in force. In addition, exhibitors are subject to the terms and conditions of the lease between Show Management and the lessor or the exhibit premises.
- **25. Show Location.** If for any reason, the Management determines that the location of the Show should be changed or the dates of the Show changed, no refund will be due the exhibitor, but the Management shall assign to the exhibitor, in lieu of the original space, such other space as the Management deems appropriate and the exhibitor agrees to use such space under the terms of this agreement. The Management shall not be financially liable or otherwise obligated in the event the Show is postponed or relocated.
- **26. Copyrighted Materials.** Exhibitor agrees and warrants that it shall not violate any copyrights, with respect to writings, music or otherwise, at the show or any function which is part of, affiliated with or held in conjunction with the show, and the Exhibitor assumes sole liability and responsibility for its use or display of any copyrighted materials at the show and shall obtain any and all necessary licenses from copyright owners. Exhibitor shall indemnify and hold harmless exhibit hall, show management, (and any association owner or sponsors), their agents and employees, from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatever kind and nature, including judgment, interest and attorneys' fees which any one and/or each of them shall or may at any time, or from time to time, subsequent to the date of the show, sustain, or incur, or become subject to, involving, with respect to or relating to Exhibitor's breach of any of its warranties and representations contained herein or the performance, transmission or other use of any copyrighted materials at the show or any function which is part of or affiliated with or taking place at the time of or in conjunction with the show.
- 27. Use of Aisles and Common Areas. The aisles, passage ways, space behind exhibit booths, and overhead spaces remain strictly under the control of Show Management and no signs, decorations, banners, advertising matter, products, trash or other special exhibits will be permitted outside the confines of an exhibitor's booth except by special written permission of Show Management. Uniform attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from the exhibitor's booth space.



- **28. Taxes and Licenses.** Exhibitors shall be responsible for obtaining any licenses, permits or approvals required under local, state, or federal law applicable to their activity at the exhibition. Exhibitors shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authorities at the exhibition.
- **29. ADA compliance.** It is the intention of the ATGS to offer equal opportunity under the law to all attendees and exhibitors that are covered under the ADA. Exhibiting companies are also required to comply with these statutes.
- **30. Oklahoma Law.** This Agreement shall be deemed made in Oklahoma and shall be construed in accordance with the laws of Oklahoma applicable to contracts entirely made and performed therein.
- 31. The Entire Agreement. This agreement contains the entire agreement of the parties hereto with respect to the matters embraced herein and may not be modified, discharged or terminated except by a written instrument, signed by the party to be charged. The interpretation of the provisions of this Agreement, relevant building regulations and the Exhibitor Manual, as the same may be in effect from time to time, is reserved solely to Management, whose interpretations shall be binding, final and conclusive in all respects. Nothing in this provision, however, shall preclude the Management from adopting additional rules and regulations orally or in writing, as provided.

Signature/	Date				

Please email this signed form to richard@globaltablegamesprotection.com

For additional info and questions, please email: richard@globaltablegamesprotection.com