

Motion + Power Technology Expo

October 15 – 17, 2019 • Cobo Center • Detroit, MI

Owned by American Gear Manufacturers Association • Produced by National Trade Productions, Inc.

CONTRACT FOR EXHIBIT SPACE

The undersigned, by the duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with the American Gear Manufacturers Association (hereinafter called "AGMA") for exhibit space at the Motion + Power Technology Expo on October 15 – 17, 2019 at the Cobo Center, Detroit, MI (hereinafter called "Facility"). This contract is subject only to (1) the acceptance by counter signature of AGMA's show management company, National Trade Productions, Inc. (hereinafter called "NTP") and (2) such additional terms and conditions which constitute a part of, or are included in, this contract. Reservation of exhibit space by NTP on behalf of the Exhibitor is conclusively presumed to be adequate consideration to bind the Exhibitor. No alleged representations, understandings, agreements, modifications, alterations, or additions not contained within the body of this written Contract shall inure to the benefit of the Exhibitor or be binding upon NTP or AGMA.

THE EXHIBITOR further agrees that if, in the opinion of National Trade Productions, Inc., it becomes necessary to change the original allocation of space, such changes may be made by notification to the authorized representative of the Exhibitor.

TERMS FOR RENTAL AND CONTRACTUAL OBLIGATIONS:

- A. EXHIBIT SPACE RENTAL FEE:** Exhibitors at Motion + Power Technology Expo who contract booth space for Motion + Power Technology Expo during space selection October 24-26, 2017 qualify for a loyalty discount on booth space. The "early bird" rental fee for exhibit space is twenty-one dollars (\$21.00) per square foot for AGMA Members and twenty-five dollars (\$25.00) per square foot for Non-Members. After October 26, 2017, the regular rental fee for contracted exhibit space is twenty-four dollars (\$24.00) per square foot for AGMA Members and twenty-eight dollars (\$28.00) per square foot for Non-Members. To qualify for the AGMA Member discount, Exhibitor's company must be a member in good standing as of the date that the contract for exhibit space is received. If a company is a member when they contract for exhibit space and they subsequently drop their membership, they must pay the non-member rate that is applicable at that time.
- B. DEPOSIT AND PAYMENT TERMS:** For Exhibitors choosing three payments, thirty percent (30%) of the exhibit space rental fee is due no later than March 2, 2018 and the next thirty percent (30%) of the exhibit space rental fee is due no later than November 2, 2018. Thereafter, the remaining forty percent (40%) of the exhibit space rental fee is due no later than March 1, 2019. **Failure to make payment by said payment dates does not release the contractual or financial obligation on the part of the Exhibitor (see cancellation clause detailed on 2nd page of contract).** Exhibitors will be liable for any collection expense, including reasonable Attorney's fees, "reasonable" to be construed as not less than twenty-five percent (25%) of the amount of all other monies determined to be owed by the Exhibitor. **Please make checks payable to: AGMA (tax id # 5302 18918). Complete, sign, scan and email this contract to NTP at AGMASales@ntpshow.com. Send payment along with original contract to AGMA, 1001 N. Fairfax Street, Suite 500, Alexandria, VA 22314-1587, or use the online credit card payment option presented in your invoice. A copy of this contract will be returned to you upon acceptance.** Note: Each exhibitor must also submit an original certificate of liability insurance to the above address by September 20, 2019 (see INSURANCE paragraph on 2nd page.)

C. CANCELLATION: In the event the Exhibitor cancels all or part of the exhibit space contracted herein, the Exhibitor must do so in writing by certified or express mail (to NTP at 313 S. Patrick St., Alexandria, VA 22314-3507), and will be obligated to pay to AGMA liquidated damages based on the schedule listed on reverse.

D. EXHIBIT SPACE: Size: _____ Ft. X _____ Ft. Booth No.(s): _____
Total Booth Area: _____ Sq. ft. Total Cost: \$ _____

E. PRODUCTS TO BE EXHIBITED: _____

F. ACCEPTANCE AS BINDING CONTRACT:

H. ALL INVOICES SHOULD BE SENT TO:

Company _____ Name _____
Address _____ Mailing Address _____
City/State/Zip _____ Title _____
Name _____ Telephone _____
(Please print) _____ Fax _____
Title _____ Email _____
Telephone _____
Fax _____
Email _____

I. EXHIBITOR SERVICE MANUAL (ESM PROVIDED ONLINE):

Please provide ESM contact information below:

Name _____
Title _____
Telephone _____
Fax _____
Email _____

X

Signature by Authorized Representative _____ Date _____

By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor.

For Use by National Trade Productions, Inc.

Exposition Assigned AGMA 19 Booth Assigned _____ Total Square Feet _____ Total Rental Fee \$ _____

Accepted for National Trade Productions, Inc. _____ Date: _____ A/E Code CV

Motion + Power Technology Expo Contract for Exhibit Space (Continued)

CANCELLATION: The Exhibitor specifically recognizes and agrees that AGMA will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation (by certified mail). In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the costs associated with the inability to replace those canceling, advertising, credibility, redesigning of floor space, and the like, the Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate AGMA for AGMA losses and not constitute a penalty, should the Exhibitor fail to provide timely written notice, by certified mail, of cancellation of all or any part of AGMA assigned booth space.

CANCELLATION DURING THE PERIOD OF:	ASSESSMENT
Through June 1, 2018.....	0%
June 2, 2018 through November 2, 2018.....	30%
November 3, 2018 through February 28, 2019.....	60%
March 1, 2019 or after.....	100%

Cancellations will be accepted only in accordance with the above schedule. There will be no refunds for cancellations received on or after March 1, 2019. Failure to make full payment of deposit on exhibit space rental fee by March 2, 2019 on a Contract filed prior to, or on, that date will subject Exhibitor to possible Cancellation of Contract by NTP or AGMA, forfeiture of deposit made and liability for balance due. If booth space is not occupied by 5:00 pm, October 14, 2019, NTP shall have the right to use the space. Reletting by NTP or AGMA of an Exhibitor's canceled space shall not act to excuse Exhibitor from assessment.

EXHIBIT HOURS: Show dates, location and hours are subject to change.
 Tuesday, October 15, 2019..... 9:00 am to 6:00 pm
 Wednesday, October 16, 2019..... 9:00 am to 5:00 pm
 Thursday, October 17, 2019..... 9:00 am to 4:00 pm

SPACE: The exhibit space diagram shows the floor arrangement of space. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate.

ARRANGEMENT OF EXHIBITS: Standard booth background and side rails, decorated with background drape and uniform ID signs are provided without charge. Exhibitor will provide all other furnishings, equipment, facilities, etc., at their own expense and responsibility. They must be obtained through the official suppliers. Standard booth backgrounds are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding eight feet from the building floor. In any portion of the booth beyond five feet from the rear background of the booth, all parts of the exhibit shall be placed not to exceed the height of four feet. Island configurations are limited to 20 feet where ceilings permit. All exhibit booths must be carpeted. Any deviation must be submitted to NTP for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted. If NTP gives permission for subletting of space, the Exhibitor is not permitted to resell or co-op their space at less than the full price.

- GENERAL RESTRICTIONS:**
- Exhibitors are prohibited from using amplifying equipment that is objectionable to AGMA and NTP.
 - Exhibit booths must be staffed by an authorized company representative during all Show hours.
 - Exhibitors must confine their activities to their contracted space.
 - Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booths.
 - Exhibitors who use costumed models or mannequins must ensure that their manner of appearance and dress is such as to not offend even the most critical.
 - Draping materials and other decorative materials must be flameproof and comply with all state and local regulations.
 - NTP reserves the right to require modification of questionable exhibits.
 - "Cash and Carry" sales are not permitted from the exhibit floor.
 - Exhibitors are prohibited from serving alcoholic beverages. Any other food and beverages must be purchased through the official food vendor.
 - Only Motion + Power Technology Expo exhibitors are permitted to operate hospitality suites; however, such activity may not conflict with the official show hours or any other AGMA activities. Exhibitors may not host or sponsor any events outside of the Cobo Convention Center that may draw buyers away from the Show during Show hours.
 - Exhibitors must comply with all safety provisions as noted in the Exhibitor Service Manual and as required by the Facility and Fire Marshall. Any piece of machinery on display that has movable parts must have adequate safeguards to protect the public from injury.
 - The laws of the State of Michigan shall govern the construction, interpretation and enforcement of this agreement.
 - Exhibitors may not begin dismantling their exhibit until the close of the show. Dismantling your exhibit prior to show close will result in loss of priority points for that show year.
 - Motion + Power Technology Expo is intended to be a serious and dignified place of business – an offering of products and services of value to the gear manufacturing industry. Exhibitors must display only products/services manufactured or distributed by their company.

LIABILITIES: The Exhibitor agrees that NTP, its agents, and employees, AGMA, its agents and employees, and the Facility and/or its employees: (a) Will not be responsible for any damage to or for the loss or destruction of the Exhibitor's property or injuries to the Exhibitor, his representatives, agents or employees, all claims for any such loss, damage, destruction, or injury being expressly waived by the Exhibitor, (b) Will be exempted from or indemnified for any claims for injury to any of the Exhibitor's representatives, agents or employees.

The Exhibitor is required to provide a certificate of insurance to Show Management. Exhibitor shall also indemnify and save and hold harmless NTP, AGMA and Facility from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act, omission, negligence or misconduct on the part of Exhibitor or AGMA agents, servants, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the negligence of NTP, AGMA or Facility. Such indemnification shall not be limited to insurance required herein. NTP, AGMA agents and employees will not be liable for failure to hold the Exhibits as scheduled. Payments for booth space will be returned in that event except that any actual expense incurred in the connection with the Exhibits will be deducted if the Exhibits are called off because of fire, or any act of God, or the public enemy, or strike, or act of terrorism or epidemic, or any law or regulation of public authority or any other act beyond the control of NTP or AGMA, which makes it impossible or impracticable to hold the Exhibition. AGMA reserves the right to change the name of the event and/or the Facility and the location of the Motion + Power Technology Expo show to another facility and location in the United States where AGMA determines that an emergency or difficulties with the original Facility or location make such a change to be in the best interests of the AGMA show; and in such event a change of name and/or facility and location shall not relieve Exhibitor of its obligations under this contract. Exhibitor assumes entire responsibility for insurance and agrees to protect, defend and save AGMA and NTP and its officers, directors, staff, contractors and agents harmless against all claims, losses and damages to persons or property, governmental charges and attorney's fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exposition premises including but not limited to: claims of copyright, trademark or patent infringement, unfair competition and product liability. The exhibitor, on signing the exhibit space contract, expressly releases the foregoing from any and all claim for such loss, damage or injury, except that such claim, damage, loss or injury was due to AGMA or NTP negligence.

RELEASE: Exhibitor releases AGMA and NTP and their contractors, and their respective directors, officers, employees, agents and members, and each of them, from any claims, liabilities, losses, damages, costs, or expenses relating to or arising out of any injury to any personnel of exhibitor or to any other person or any loss of or damage to any property of exhibitor or any other property where such injury, loss or damage is incident to, arises out of, or is in any way related to exhibitor's participation in the event, and the exhibitor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto.

INDEMNIFICATION: Exhibitor shall indemnify, defend, and hold AGMA and NTP, and their respective directors, officers, employees, members, contractors and agents, and each of any of them ("indemnitees") harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorney's fees) and expenses which indemnities incur or may incur for any reason resulting from, arising out of or relating to or in connection with: (a) exhibitor's participation or presence at the event, (b) any breach by exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of exhibitor; (f) harm or injury (including death) to exhibitor; and (g) loss of or damage to property or the business or profits of exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise. Such indemnification shall not apply if the damage or injury results solely from the gross negligence or willful misconduct of AGMA or NTP or the employees of either of them.

Each party agrees that the federal and state courts sitting in Virginia have exclusive jurisdiction to hear and to determine all claims and disputes between the parties arising out of this agreement. Exhibitor waives any objection based upon lack of personal jurisdiction; improper venue or forum non-convenes. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability to the other for punitive, incidental, or consequential damages, including, but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent such liability may be disclaimed by law.

LIMITATION OF LIABILITY: Under no circumstances shall AGMA or NTP be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not aware of the possibility of any such lost profits or damages. AGMA and NTP make no representations or warranties, express or implied, regarding the number of persons who will attend the event or regarding any other matters. AGMA or NTP may employ reputable guards during the course of the exhibition to regulate the flow of attendees at the event. These guards are not security guards. Neither AGMA nor NTP shall assume any responsibility for exhibitor's personal or other property.

INSURANCE: Exhibitors shall insure their own exhibits and display materials. AGMA requires each exhibitor to carry commercial general liability insurance in an amount not less than \$1,000,000 combined single limit or bodily injury, accident and property damage combined per occurrence/\$2,000,000 aggregate. Exhibitors shall procure and continue in force insurance as required and must submit an original certificate to be submitted to AGMA Show Management no later than 30 days prior to the first day of exhibit installation (2019 Deadline: September 20, 2019). AGMA will provide security guard service throughout the entire event, including the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them against loss or theft of any kind.

AMERICANS WITH DISABILITIES ACT: Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless NTP, AGMA and Facility against cost, expense, liability or damage, which may be incident to, arise out of or be caused by Exhibitor's failure to have their booth comply with requirements under the Act.

HANDLING AND STORAGE: The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official general contractor. Fire regulations prohibit the storage of empty crates and cartons within the exhibitor's booth area. Crates and cartons will be stored by the official general contractor and returned to the booth promptly at the end of the show as part of the handling contract.

BOOTH FURNITURE, LABOR, AND DRAYAGE: When notified, exhibitors are encouraged to forward prepaid shipments directly to the warehouse of the official general contractor at the address given in the Exhibitor Service Manual with the name of show, name of exhibitor, and booth number. A copy of the bill of lading should also be forwarded to the official general contractor. Schedule of prices and applications for furniture rental and labor services will be mailed to exhibitors well in advance of show time. Orders for utility services may have advance order deadline requirements that must be adhered to by exhibitors in order to ensure installation prior to show opening. Special forms, showing rates of other basis of charges will be sent in advance of show time.

ADMISSIONS: No one under the age of 18 is permitted inside the exhibit hall. All persons visiting the exhibits will be admitted according to the rules and regulations of the Exhibits as issued or amended by the authorized representative of NTP and AGMA.

RULES AND REGULATIONS: Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by AGMA are hereby made an integral part of the Contract and of the agreement between Applicant and NTP for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

UNION RESTRICTIONS: Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

EXHIBITOR APPOINTED CONTRACTORS (EACs): Exhibitors using companies other than the Official Service Contractor must advise NTP in writing of their intent no later than 30 days prior to the first day of installation. Exhibitors utilizing EACs agree to indemnify and hold harmless AGMA, NTP, and the Facility from any and all liability, including attorney's fees, which may arise due to the third party contractor's presence or actions. EACs agree to, when necessary, share with Official Service Contractor relevant fees, including but not limited to union steward fees. Exhibitor accepts final responsibility for any EAC employed on their behalf and agrees to educate EAC on all show rules and regulations. EACs must supply proof of insurance to NTP no less than 30 days in advance of installation. Coverage must include General Liability and Automotive Liability of \$1,000,000, Worker's compensation as required in Indiana and Employer's Liability of \$100,000. Umbrella Form Excess Liability may be used to bring coverage up to these requirements.

COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY RIGHTS: Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from, exhibitor's or exhibitor's agents' or employees' incorporation or use during the event of any music, written material, dramatic rights, inventions, devices or similar items that are the subject of any copyright, trademark, tradename, patent, trade secret, franchise or other contractual or statutory protection. Exhibitors using music in their booth, either live or mechanical, must provide NTP with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to NTP that no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Exhibitor agrees to indemnify, defend and hold harmless AGMA and NTP and each of their directors, officers and employees from any claims, damages, costs or expenses, including attorney's fees and expenses, incurred by any of them that arise out of or in connection with such incorporation or use, including but not limited to any action brought against NTP and/or AGMA by ASCAP, BMI, SESAC or other licensing organization for the playing of copyrighted music.

Signature by Authorized Representative

Date

By signature above, the individual signing this contract represents and warrants that he/she is duly authorized to execute this binding contract on behalf of named Exhibitor.