

Exhibitor Rules & Regulations

CODES & AGREEMENTS.

Exhibitor hereby agrees to be bound by the "Rules and Regulations of the Trade Show." Exhibitor further agrees to adhere to and be bound by (i) all applicable tire, utility, and building codes and regulations; (ii) any rules or regulations of the facility where the trade show is held; (iii) the terms of all leases and agreements between the ATDA and the managers or owners of said facility, or between the ATDA and such managers or owners; and (iv) the terms of any and all leases and agreements between the ATDA and any other party relating to the Trade Show. Exhibitor shall not, nor shall Exhibitor others to do anything to the booth or do anything in the facility where the Trade Show is held, or bring anything into said facility, which would cause a difference in the conditions from those previously approved by the insurance carriers of the ATDA or the owners or managers of said facility, which will in any way increase premiums payable by any of said parties for fire insurance and said facility, or any property therein. Exhibitor agrees to pay on demand by any of said parties any such increase resulting from a violation of this section. No vendors, their employees or family members are eligible for door prizes.

SPACE ASSIGNMENTS.

The ATDA shall use its best efforts to locate the booth in one of the locations designated by Exhibitor on the contract, to provide physical separation of the booth from the booths of those competitors from whom Exhibitor has requested such separations on the contract. While all efforts will be made to grant Exhibitor requests, the ATDA cannot guarantee Exhibitor choices. Notwithstanding the above, the ATDA reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary. If air is needed only certain booth can be allotted. Exhibitor must furnish air compressor and/or nitrogen tank to operate equipment.

EXCLUSION.

The ATDA shall have the right to exclude or to require modification of any display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the Trade Show. The ATDA shall have the right to prohibit the use of amplifying equipment or music which, in its sole discretion, it considers objectionable.

ASSIGNMENT AND SUBLEASE.

Exhibitors shall not sublet the booth or any equipment provided by the ATDA nor shall Exhibitor assign this Lease in whole or in part.

LIABILITY.

This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture, or agency between ATDA and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless and defend the ATDA from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever (including, but not limited to cost, interest, and attorney's fees) which the ATDA may incur, suffer, pay or be required to pay incident to or arising directly or indirectly from any intention or negligent act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that the ATDA and its 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 representative, agency employees, licensees or invitees.

CANCELLATION OR POST-PONEMENT OF TRADE SHOW.

In the event that the Trade Show is postponed due to any occurrence not occasioned by the conduct of the ATDA or Exhibitor, whether such occurrences be an Act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this Lease, then the performance of the parties under this agreement

shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effect thereof, and in any event for the duration of such postponement. In the event that such occurrence results in the cancellation of the Trade Show, the obligations of the parties under this Agreement shall be automatically terminated and all rental payments under this Lease shall be refunded to Exhibitor, less a pro-rata share of expenses actually incurred by the ATDA in connection with the Trade Show.

HANDLING AND STORAGE:

The ATDA and the owners or managers of the facility where the Trade Show is to be held shall not accept or store display materials or empty crates, and Exhibitor shall make its own arrangements for shipment, delivery, receipt and storage of such materials and empty crates. Such arrangements may be made through the decorator.

CANCELLATION OF LEASE.

Exhibitor shall have the right to cancel this Agreement at any time by written notice to the ATDA. In the event of such cancellation the ATDA shall be under no obligation to refund rental payments made by Exhibitor and shall have the right to lease the booth to any other Exhibitor. No refund on cancellation by Exhibitor within 60 days of the Trade Show.

ARRANGEMENT OF EXHIBITS.

Standard booth backdrop, side rails, decorated with drapes with one six-foot table, two chairs and uniform vendor sign are provided without charge.



March Mania Tire Expo Tradeshow 2010

Application & Contract for Exhibitor Space

Saturday, March 6, 2010

(Please print or type)

Company Name

Mailing Address

City/State/Zip

Telephone (with area code)

Fax (with area code)

E-mail

Contact Person

Title

Signature

Date

Products to be Exhibited:

Name to appear on Exhibitor sign:

Names for Vendor Badges:

Preference in booth locations:

1st Choice _____ 2nd Choice _____ 3rd Choice _____

(While all efforts will be made to grant Exhibitor requests, the ATDA cannot guarantee Exhibitor choices.)

To help us in assigning you the best possible booth, please list the names of competitors you do not wish to be near:

Please specify if you will need a power source:

_____ Yes _____ No

Power source fee \$25 per booth, includes extension cord.

PAYMENT:

	Member	Non-Member
Cost of 8' x 10' Booth	\$250.00	\$350.00
Cost of Each Additional Booth	\$250.00	\$350.00
Power Source (per booth)	\$25.00	\$25.00
Total Amount Due	\$ _____	\$ _____
Less Deposit Enclosed	\$ _____	\$ _____
Balance Due	\$ _____	\$ _____

Allocation of Space/Deposit

Space will be assigned in the order that applications are received. Phone reservations will be taken on a tentative basis for ten days pending receipt of the completed application and deposit. A \$150.00 per booth deposit must accompany application and contract. Final balance is due and payable no later than February 15, 2010. Any application received after February 15, 2010, must be accompanied by full payment. **NO REFUNDS WILL BE GIVEN AFTER FEBRUARY 15, 2010.**

To Validate This Contract:

Attach a check made payable to ATDA in the amount of \$150.00 per booth. Balance is due on February 15, 2010.

The Exhibitor agrees that the space assigned by ATDA shall be accepted unless rejected within ten days of receipt by Exhibitor.

The Exhibitor acknowledges that the products listed here are those which he/she will display or demonstrate. ATDA must be notified of any changes in writing prior to the show.

The Exhibitor agrees to be bound by the "Rules and Regulations." PLEASE READ CAREFULLY.

Please sign and return to:

Alabama Tire Dealers Association
6096 County Road 434
Trinity, AL 35673

Fax: 256-974-1480

E-mail: alatiredealers@cs.com



*Please make checks payable to ATDA.
We also accept Visa and MasterCard.*

**For further information
please contact the following:**

**Chairman: Frank Harcrow – 205-368-4130
ATDA Office – 256-616-3587**