

**The American Fence Association (“AFA”) and the National Ornamental and Miscellaneous Metals Association (“NOMMA”) are the owners of FENCETECH/METALfab which will be held in 2024 in Nashville, TN. The AFA, NOMMA, or its officers, directors, agents or representatives acting on its behalf are responsible for the management of the “Show”. Below are the Terms and Conditions of this Contract.**

**1) WHO MAY EXHIBIT** – FENCETECH® (the “Show”) is designed for fence industry professionals. It is also designed to address the needs of affiliated trade professionals, organizations, industries or companies that purchase fence and access control products or have unique fencing and access control needs. AFA reserves the right to determine eligibility of any applicant as an Exhibitor or of any product proposed for exhibition, up to and including the dates of the Show. AFA may, in its sole discretion, determine that certain organizations are ineligible to exhibit due to the objectionable nature of their products, services or special interest. Outstanding AFA accounts must be paid in full before any firm shall be allowed to exhibit.

**2) ASSIGNMENT OF EXHIBIT SPACE** – After the initial space draw, assignment of space shall be made on a first come, first served basis. AFA reserves the final decision and right, in the best interest of the Show, to amend the floor plan, assign, or relocate selected space in areas other than that selected by Exhibitor without any liability to AFA. Exhibitors not in compliance with AFA payment schedules shall forfeit their reserved space which may then be reassigned.

**3) COST OF EXHIBIT SPACE** – The member and non-member cost of the exhibit spaces is noted in the application. Cost includes: booth fee, exhibitor standard draping, and booth identification sign with Exhibitor’s name and booth number. Only one company name is permitted to exhibit per booth, therefore only one company per booth shall be listed on the booth sign or in on-site materials. Exhibit space is forfeited if payment in full not received in accordance with this payment schedule. AFA has the right to sell the space to other Exhibitors at that time. AFA agrees to hold exhibit space pending a signed contract and compliance with payment schedule rules. Upon receipt of the signed contract prior to July 1, 2023, AFA shall invoice Exhibitors for 50% of the total cost of exhibit space and payment shall be made within thirty (30) days of invoice date. Any remaining balance shall be paid by October 1, 2023. All exhibit space reserved on or after October 1, 2023 shall be paid in full within thirty (30) days of invoice date. If invoices have not been paid within thirty (30) days of invoice date, exhibit space shall not be held and shall be reassigned to other exhibitors. Any signed contract for exhibit space received within ninety (90) days of the Show opening shall be submitted with a cashier’s check or credit card for payment in full. Exhibit space contracted within ninety (90) days of the Show opening shall not be held without payment.

**4) BOOTH PERSONNEL** – All booth representatives must register. Exhibitors are allowed two (2) Show badges per 10’ x 10’ booth space rented, unless Exhibitor is a sponsor. (Platinum- 65, Gold- 30, Silver- 20, and Bronze 10) Additional personnel badges above the allotted number can be purchased for \$50.00 per person. Set-Up Only Passes are provided at no charge. These are to be used exclusively by exhibiting company employees, including Exhibitors’ appointed service contractors, and verification of such shall be required. Any outstanding balances on the Exhibitor’s account with TEG shall be the responsibility of and billed to the Exhibitor.

**5) CHILDREN** – Children age 17 and under may attend the Show at no charge. Children who are not confined to a stroller (i.e., anyone who can walk) must be properly badged. Children are not permitted on the Show floor during Exhibitor set-up and tear-down times.

**6) EXHIBIT HOURS/LATE SET-UP** – In their own best interest, and for security, Exhibitors are encouraged to keep an attendant at their booths during all open hours. Late set-up and early tear-down shall not be permitted without written permission of the on-site Exhibit Manager.

**7) EXHIBITOR REPRESENTATIVES’ RESPONSIBILITIES** – Each Exhibitor must name at least one person to be his/her representative in connection with installation, operation and removal of exhibit. Such representatives shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible.

**8) CANCELLATION** – An Exhibitor may cancel or withdraw from the Show subject to the following conditions:

- The Exhibitor shall file a written notice of intention to cancel or withdraw.
- If AFA receives written notice of cancellation or withdrawal before July 1, 2023 AFA shall refund 50% of funds received.
- If AFA receives written notice of cancellation or withdrawal on or after July 1, 2023 no refund shall be made regardless of reason.
- AFA reserves the right to reassign cancelled booth space.
- Downsizing of exhibit booth space is treated as a cancellation.

**9) ARRANGEMENT AND MAINTENANCE OF EXHIBITS** – Exhibit(s) shall be arranged so as to avoid obstructing the general view of the other exhibits in the Show area. Exhibits must be self-contained within the booth area assigned, and chairs, furniture, or exhibit materials are NOT to be placed outside the booth area. Demonstrations are permitted only within the confines of the individual Exhibitor’s booth. No interference with normal traffic flow and infringement of neighboring exhibits shall be permitted. Maximum height of inline booth permitted is eight (8) feet. The full height of the back walls may extend from the back of the booth to five (5) feet forward. Maximum height for the front five (5) feet of the exhibit booth shall not be higher than three (3) feet. Peninsula booth maximum height is twelve (12) feet. Maximum island booth display height is sixteen (16) feet unless otherwise approved by AFA. Hanging signs shall not exceed twenty (20) feet at the top of the sign. Display material exposing an unfinished surface to neighboring booths is strictly prohibited. Nothing shall be posted, tacked, screwed, or otherwise attached to columns, walls, floors or other parts of the facility or furniture. Exhibitors may not apply paint, lacquer, adhesive, or any other coating to building walls and floors or to standard booth equipment. Exhibitor shall be liable for any damage caused by fastening displays or fixtures to building floors, walls, or to standard booth equipment or for damage caused in any other manner. In the event of damaged property, AFA reserves the right to designate the contractor for repair. Exhibitor shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilation, or air conditioning systems or portions thereof, or to the public areas adjacent thereto, or to the street or sidewalks adjoining. Any changes required to protect the facility in the opinion of AFA shall be at the expense of the Exhibitor. All booth spaces must be carpeted. Consult Exhibitor Service Manual for arrangements. Service for the cleaning of the aisles shall be provided.

**10) EXHIBITOR SERVICE MANUAL** – Exhibitor Service Manuals shall be available online approximately three (3) months prior to the Show. The Exhibitor Service Manual shall contain information integral to participation at FENCETECH®, including, but not limited to, additional Exhibitor and display rules and regulations, procedures, exhibit and Show schedule, registration, official service contractor order forms, security, plants, shipping and drayage, utilities, and Exhibit Facility services.

**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. No noise makers or anything not in keeping with the technical character and high standards of AFA may be distributed or utilized by an Exhibitor in the exhibit area.

**12) OBJECTIONABLE DISPLAYS** – AFA reserves the right to reject or terminate exhibit privileges of any Exhibitor including personnel in whole or in part, which because of notice, conduct of personnel, method of operation, materials, violations of Show rules, or for other causes which AFA believes are not compatible with the purpose of the Show, or any other reason in the opinion of AFA, without liability for any refunds or other expenses incurred. If cause is not given, liability shall not exceed the refund to the Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reason, AFA shall have no liability for any refund or other expenses incurred.

**13) DRESS OF EXHIBITORS** – Exhibitors shall be appropriately dressed in business attire. Costumes not regularly associated with the business and professional character of the Show must

have the express written approval of AFA.

**14) HOSPITALITY FUNCTIONS/OUTSIDE EXHIBITS** – Without express written approval of AFA, Exhibitors are prohibited from scheduling private functions, cocktail parties, special events or other hospitality functions during official Show hours or during hours when an AFA activity is being held. Exhibitors shall not display products/services and/or other advertising material in areas outside their booth space including, but not limited to, parking lots, hotel lobbies, lounges, and corridors, without express written approval from AFA. Unauthorized facility tours are also prohibited.

**15) SMOKING** shall not be allowed in the Exhibit Facility.

**16) ALCOHOLIC BEVERAGES** – Exhibitors shall not be permitted to sell, serve, or give away alcoholic beverages in the Exhibit Facility without the express written approval of AFA.

**17) COMPLIANCE WITH LAWS** – Exhibitor shall be solely responsible for obtaining any and all necessary licenses and permits. Exhibitors shall bear responsibility for compliance with any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, including, but not limited to the Policies, Rules and Regulations of the Exhibit Facility, regarding the installation, dismantle and operation of the exhibit. This information is included in the Exhibitor Service Manual.

**18) AMERICANS WITH DISABILITIES ACT** – Exhibitor represents and warrants that its exhibit and product/service information shall comply with the Americans with Disabilities Act, its regulations and guidelines (collectively “ADA”). Exhibitor shall indemnify, defend and hold harmless AFA, its directors, officers, agents, and representatives from and against any and all claims and expenses, including attorney’s fees and costs, arising out of or related to Exhibitor’s breach of this provision or noncompliance with any provision of the ADA.

**19) UNION RULES** – Exhibitors shall bear responsibility for compliance with any and all applicable union labor work rules, as listed in the Exhibitor Service Manual.

**20) LIABILITY, INSURANCE AND WAIVER OF SUBROGATION** – AFA and the Exhibit Facility shall not be held responsible for the safety of exhibits and property owned or rented by Exhibitor against fire, theft, or property damage, or for accidents to Exhibitors or their employees from any cause prior to, during or subsequent to the period covered by the exhibit Contract. Exhibitors shall obtain, at their own expense, adequate insurance against any such injury, loss or damage in accordance with Section 29 of this Contract. The Exhibitor waives the right of subrogation by its insurance carrier(s) to recover losses sustained under Exhibitor’s insurance contracts for real and personal property.

**21) INDEMNIFICATION** – Exhibitor shall indemnify, defend and hold harmless AFA, its officers, directors, agents, and representatives against and from any and all losses, costs, damages, liability, or expenses (including attorney’s fees) arising from or by reason of any accident, bodily injury, property damage or other claims or occurrences to any person, including Exhibitor, its employees, agents, contractors, or any business invitees, arising out of or related to Exhibitor’s occupancy or use of the Show premises or in and adjacent to the Exhibit Facility, including storage and parking areas. The terms of this provision shall survive the termination or expiration of this Contract.

**22) FORCE MAJEURE** - Should any circumstance beyond the control of AFA, including by way of example and not by way of limitation, acts of God and nature, acts of terrorism, actions by governmental authority (whether valid or invalid), fires, explosions, riots, natural disasters, epidemics, disease, wars, sabotage, work stoppage or other labor problem, prevent AFA from holding the Show as scheduled, AFA shall be entitled to cancel the Show and terminate this Agreement without penalty, in which event Exhibitor shall be entitled to a pro-rated refund of such portion of its Exhibitor fee as remains following deduction by AFA of the expenses incurred up to the time this Agreement is terminated. Notwithstanding the foregoing, upon agreement with AFA, Exhibitor may elect to apply its Exhibitor fee to the next year’s Show.

**23) SUBLEASING** – Exhibitors may not sublet, sub-divide or assign their space, or any part thereof, without the express written approval of AFA.

**24) COPYRIGHTED WORKS** - Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc. which may be required for it to broadcast, perform or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend and hold harmless AFA, its directors, officers, agents, and representatives from and against any and all claims and expenses, including attorney’s fees and costs, arising out of or related to Exhibitor’s breach of this provision. The terms of this provision shall survive the termination or expiration of this Contract.

**25) EXHIBIT SERVICE CONTRACTOR** – The official FENCETECH® service contractor is The Expo Group (“TEG”). TEG shall handle the drayage from the drayage warehouse to the Exhibitor’s booth; remove crates and empty cartons; return them at the end of the Show; deliver packed goods to the loading dock of the Exhibit Facility or hotel; and load the items onto transport vehicles. All costs of shipping, cartage, carpeting and handling are to be borne by the Exhibitor. All additional services not listed in Section 3 of this Contract and required by Exhibitors should be ordered directly from TEG. Exhibitor shall receive from the Service Contractor an Exhibitor Service Manual, as described in Section 10 above, containing the appropriate order forms. These additional services are not part of this Contract and must be ordered and paid for separately. Exhibitors using service contractors other than TEG must advise AFA and furnish necessary certificates of insurance to AFA and to TEG no later than sixty (60) days in advance of Exhibitor set-up, or the Exhibitor shall be required to use the official Service Contractor. Exhibitor accepts all responsibility for the Exhibitor’s appointed service contractor’s actions or omissions that cause damage or injury, and holds AFA harmless from any liability. To facilitate movement in and out of the Exhibit Facility and to ensure proper delivery, it is essential that all shipments by the Exhibitor be consigned to arrive no later than the date designated by TEG. The Exhibit Facility has no facilities for receiving or storing advanced shipments. Therefore, all shipments which must arrive earlier than move-in day should be consigned to the warehouse address of the exhibit contractor. In the receipt, handling, care, and custody of property of any kind shipped or otherwise delivered to the Show, either prior to, during or subsequent to the use of the exhibit space by Exhibitor, AFA and its officers, directors, agents, and representatives shall not be liable for any loss, damage or injury to such property.

**26) PHOTOGRAPHY** – Exhibitor, its employees or agents, and attendees are not allowed to bring camera or video equipment into any part of the Show area. Exhibitors or attendees wishing to take any photographs must obtain prior written permission from AFA. Disregard for this Rule shall constitute cause for IMMEDIATE expulsion from the Show and Exhibitor or attendee shall forfeit all fees paid to AFA.

**27) CONTENT** - Exhibitor acknowledges and agrees that AFA, in its sole discretion, reserves the right to change any and all aspects of the Show, including but not limited to, the event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time. Show content may be recorded by AFA and will be accessible online. By offering content in connection with the Show, including the use of Exhibitor’s name and logo, Exhibitor grants, and represents and warrants that Exhibitor has the right to grant to AFA a non-exclusive, perpetual, irrevocable, sub-licensable (through multiple tiers), assignable, fully-paid, royalty-free, and worldwide license to use, copy, modify, adapt, publish, make, sell, publicly display, create derivative works of or incorporate into other works all of such content (in whole or in part), including Exhibitor’s name and logo; communicate to the public, distribute (through multiple tiers), perform or display all of such content (in whole or in part), including Exhibitor’s name and logo, in any form, media, or technology now known or later developed; and to grant and authorize sublicenses of the foregoing through multiple tiers of sub-licensees, including the right to exercise the copyright, publicity, and any other rights over any of the materials contained in all of such content for any purpose, including without limitation (a) for purposes of advertising and publicity and (b) otherwise to generate revenue or other remuneration. AFA shall not be limited in any way in the use,

commercial or otherwise, of any of such content, and Exhibitor hereby waives any approval rights to such content. AFA reserves the express right to incorporate any such content into any further work, in any medium now or hereafter known, without prior consent or review, and without prior consent or review, and without attribution or payment of any royalty or fee whatsoever.

**28) CHANGES** – AFA reserves the right to make any reasonable changes in the rules necessary to insure the health and safety of those in attendance, the Exhibitors, the significance of the Show, and the harmony of operation. Exhibitors shall be advised of any such changes by written bulletin, and such changes shall be binding. If there is any conflict between this Contract and any subsequent rule changes made by written bulletin, the written bulletin shall control

**29) EXHIBITOR INSURANCE** – Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive General Liability Insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, arising out of or related to the premises leased by AFA. Such insurance shall include contractual liability and product liability coverage, with a minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name AFA and the Facility therein as an additional insured (with no limitations), and Exhibitor shall upon request provide AFA with certificate so indicating. Exhibitor shall indemnify and defend AFA for any claim where Exhibitor failed to acquire or provide the requested insurance coverage.

**30) EXHIBITOR APPOINTED CONTRACTORS** – If an individual exhibitor chooses to utilize its own contractor, Exhibitor Appointed Contractor (“EAC”), to provide any of the non-exclusive services that TEG may otherwise perform under this Agreement, AFA will enforce the policy of prohibiting any EAC from working at any Event unless the exhibitor seeking to use the EAC delivers to AFA at least ten (10) days prior to the event move-in date (i) the completed TEG forms for EAC’s, and (ii) a Certificate of Insurance (“COI”) evidencing that the EAC has in place the minimum insurance coverage as prescribed in Section 29 of this agreement. The policies for Commercial General Liability and Automobile Liability shall name AFA, Music City Center and TEG as additional insureds for the Show. TEG will collect all necessary forms and an agreed-upon fee. If all COI forms are not received by the deadline, TEG has the right to require Exhibitor to use TEG supplied labor.