

TERMS & CONDITIONS

Archery Trade Association

INDIANA CONVENTION CENTER | Indianapolis, IN

1191470123

January 11 - 13, 2023

You are entering a contract which limits your possible recovery in case of loss or damage. The terms and conditions set forth below become a part of the contract between Shepard Exposition Services, and you, the Exhibitor.

Exhibitor is deemed to accept these terms and conditions when any of the following conditions are met:

Exhibitor materials are delivered to the Shepard warehouse or to a show or exposition site for which Shepard is the Official Show Contractor, or an order for labor and/or rental equipment is placed by the exhibitor with Shepard.

Definitions and Shepard Responsibilities: The name "Shepard" shall be construed within the meaning of this contract as Shepard Exposition Services, Inc. and its employees, officers, agents, and assigns including any subcontractors Shepard may appoint. The term "EXHIBITOR" refers to any party who contracts for services with Shepard. Shepard shall be responsible only for those services which it directly provides, and hereby agrees to execute its contracted duties in good faith. Shepard assumes no responsibility for any person, parties, or other contracting firms not under Shepard's direct supervision and control. Shepard shall not be responsible for loss, delay, or damage due to strikes, lockouts, work stoppages, natural elements, vandalism, acts of God, civil disturbances, power failures, acts of terrorism or war, or any other causes beyond Shepard's reasonable control; or for ordinary wear and tear in the handling of materials. Due to the security and liability requirements, Shepard personnel will unload all vendor materials from the loading docks to the booths. Exhibitors may not utilize powered mechanical equipment.

Indemnification: The exhibitor agrees to indemnify, forever hold harmless, and defend Shepard and its employees, officers and agents from and against any and all claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses on account of personal injury or death, damage to or loss of property or profits arising out of, or contributed to by any of the following: (1) exhibitor's negligent supervision of any labor secured through Shepard or the negligent supervision of such labor by any of the exhibitor's employees, agents, representative, invitees, and/or exhibitor appointed contractor (EAC); (2) exhibitor's negligence, willful misconduct, or deliberate act, or such actions of exhibitor's employees, agents, invitees, representatives, or EACs at the show to which this contract relates, including but not limited to the misuse, improper

use, unauthorized alteration, or negligent handling of Shepard equipment; or (3) exhibitor's violation of Federal, State, or Local ordinance; or violation of show regulations and/or rules as published by the Facility and/or Show Management.

Payments are due prior to delivery of services or equipment to EXHIBITOR unless other credit arrangements have been made. All payments shall be in U.S. currency, MasterCard, VISA, or American Express, debit cards, or check, provided there is sufficient customer credit in Exhibitor's form of payment to completely satisfy the amount owed by EXHIBITOR to Shepard. Undersigned authorizer acknowledges and agrees that all applicable charges for services rendered to the EXHIBITOR will be applied to the credit card on file in the event other form of payment is not tendered prior to the close of the trade show. In no instance shall any Exhibitor be extended credit beyond 30 days after the close of the Show. If there are any outstanding balances owed by EXHIBITOR to Shepard which have not been paid after 30 days following the close of the Show, then these unpaid balances shall bear interest at the rate of 1-1/2% per month (18% per annum). Exhibitor will be responsible for all charges incurred by Shepard while endeavoring to collect this account. If EXHIBITOR provides a credit card for payment and the credit card transaction is declined, EXHIBITOR hereby authorizes Shepard to process the outstanding balance in multiple smaller increments that total the amount of the outstanding payment obligation. In the event that a THIRD PARTY (AGENT) orders on behalf of the EXHIBITOR and the named THIRD PARTY does not discharge payment of the invoice prior to the last day of the show, charges will revert back to the EXHIBITOR. All invoices are due and payable upon receipt, by either party.

Show Site Orders: Services ordered at show site will require full payment at the time the order is placed. Purchase orders may not be used in lieu of payment. Regular prices will apply to all show site orders. Floor orders are limited to availability.

Third Party Orders: If you contract your work to a display or exhibit house and require services from Shepard, the payment policy stated above applies. Please pass this information on to them. A Third Party Payment form must be completed and submitted

three weeks prior to show opening. If your elected Third Party Provider fails to pay for Shepard Services, the exhibitor is still responsible for paying all invoices to Shepard.

Equipment Audits: EXHIBITOR should be advised that routine audits of Exhibitor booths for service usage are conducted during the Convention. Should the result of such an audit indicate that equipment or services is in fact being used that has not been paid for, the Exhibitor will be charged for the equipment or service at the applicable rate.

Exchanges and Cancellations: On-site exchanges and cancellations in orders will be assessed a 100% pick-up fee. Custom products: All orders cancelled by the exhibitor within 30 days of first day of exhibitor move in day may be subject to cancellation fees up to 100% of the total order, based upon the status of move-in, work performed and/or Shepard set-up costs or expenses. Equipment and Furnishings: There are no exchanges or refunds once item has been delivered to your booth. Cancellations must be received in writing 14 days prior to first exhibitor move in day. Labor: Cancellations must be received in writing before 48 hours of 1st day of exhibitor move in, otherwise a 1 hour per man ordered will apply.

Invoices: Prior to close of show, an invoice will be prepared and emailed to the booth contact on file for your review. Credits will be issued at show site only. If you have any questions or want to pay your invoice by check or cash, please see our customer service representatives at the service desk on-site.

Outbound Services: All outbound services will be processed on your credit card. A copy of the receipt and invoice will be mailed within 10 days of the close of the show.

Rental Responsibility: All materials are on a rental basis and shall remain the property of Shepard. The customer shall be held financially responsible for any damage to Shepard equipment used by the customer. Prices quoted are for the duration of the show and include installation, rental, and removal except where indicated. If skirting and carpet colors are not selected, show colors will prevail.

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TERMS & CONDITIONS (continued)

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International Customers: International customers must pay for all services in U.S. funds. A \$50 service charge will be added for processing checks or wire transfers drawn on foreign banks.

U.S. Wire Transfers: A \$25 service charge will be added for processing U.S. wire transfers. Please complete the wire transfer portion of the Method of Payment form. The credit card portion of the form must still be completed before your order will be processed.

Tax Exempt Status: If you are tax exempt in the state where the show is held, a copy of the certificate must accompany your order.

Tax Rates: State tax regulations and tax rates can change after the date of publication. Prevailing state tax rates will supersede any published rate.

Exhibitor Information: Exhibitor permits all contact information provided to Shepard to be used by Shepard and shared with other entities assisting in the production of the event in question. Facsimiles and email communications may include show information, promotional materials, advertising statements and other commercial notices. Permission may be revoked by the EXHIBITOR in writing.

Cancellation or Event Postponement: In the event the exposition or event is cancelled or postponed, Shepard reserves the right to charge for services rendered in preparation of the event or exposition as well as non-refundable costs incurred by Shepard.

Insurance: It is understood that Shepard is not an insurer. Insurance should be obtained by the EXHIBITOR. It is highly recommended that exhibitors arrange All Risk coverage which usually can be done by endorsements to existing policies. Exhibitor's materials should be insured from the time they leave their firm until they are returned after the close of the show. Insurance and liability against theft or property damage to equipment or exhibit material owned or rented by EXHIBITOR, or bodily injury occurring within the confines of Exhibitor's booth, remain the sole and complete responsibility of EXHIBITOR. Except where prohibited by law, the EXHIBITOR and its insurers waive all rights of recovery or subrogation against Shepard and their respective directors, officers, employees, and agents.

Claim(s) for Loss and Payment For Services: Exhibitor agrees that any and all claims for loss or damage shall be submitted to Shepard prior to the conclusion of the show when the alleged loss or damage occurred prior to that time, and in all cases within 30 days of the conclusion of the show. For claim reporting purposes, the "conclusion" of the show shall be construed as the end of the day on which exhibitor

must vacate the show site. All claims reported after the 30-day period will be rejected. In no event shall a suit or action be brought against Shepard more than one year after the date the loss or damage occurred. Payment for services may not be withheld. In the event of any dispute between Shepard and the exhibitor relative to any loss or damage claim, the exhibitor shall not be entitled to and shall not withhold payment for Shepard services as an offset against the amount of the alleged loss or damage. Any claim against Shepard shall be considered a separate transaction and shall be resolved on its own merit.

Limits of Liability: If found liable for any loss, Shepard's sole and exclusive maximum liability for loss or damage to Exhibitors materials and Exhibitor's sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment whichever is less. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment. Shepard shall in no event be liable for collateral, exemplary, indirect costs or damages, or loss of sales resulting from, or related to, a claim for loss of or damage to material.

Inbound and Outbound Shipments: Consistent with trade show industry practices, there may be a lapse of time between the delivery of shipment(s) to the booth and the arrival of the exhibitor or his representative. During such time, the materials will be left unattended. Shepard is not, and cannot be, responsible for loss, damage, theft, or disappearances of exhibitor's materials after same have been delivered to the exhibitor's booth. Similarly, there may be a lapse of time between the completion of packing and the actual pick up of exhibitor's materials from the booth for loading onto a carrier. During such time, the materials will be left unattended. Shepard shall not be responsible for loss, damage, theft, or disappearance of exhibitor's materials before same have been picked up for loading after the show. All materials will be checked at the booth at the time of loading using document(s) submitted by the exhibitor and notations of exceptions to conditions of materials or piece counts will be made on said document. Shepard assumes no responsibility for loss, damage, theft, or disappearance of exhibitor's materials after same have been delivered to exhibitor's appointed carrier or agent for transportation after the show. Shepard loads materials onto the carrier's truck under the supervision of the carrier driver who checks and signs for the materials. Shepard assumes no liability for any materials after the carrier assumes custody of materials. If exhibitor's designated carrier fails to show by the move out deadline after a show, Shepard shall have the authority to route exhibitor's shipment via an alternate carrier, or return shipment to a local warehouse for disposition at exhibitor's expense.

Packaging, Crates, and Empty Containers: Shepard shall not be responsible for surface damage to loose or uncrated materials, pad-wrapped, or shrink-wrapped materials. Shepard shall not be responsible for concealed damage, damage to carpets in bags or poly, or damage to materials improperly packed. Shepard shall not be responsible for crates and packaging unsuitable for handling, partially assembled, or having prior damage. Affixing "Empty" storage labels to containers is the sole responsibility of the exhibitor or their representative. All previous labels should be removed. Shepard assumes no responsibility for removal or mis delivery of containers with old labels or incorrect information on labels or for loss or damage to materials stored in containers labeled "empty."