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Exhibit Space Contract

Horseshoe Events Center, Las Vegas, NV • February 13-15, 2025 • Education Day February 12
For Information Contact: sales@vdta.com • vdta.com

CONTACT INFORMATION:

Company: _____
Contact: _____ Title: _____
Address: _____
City: _____ Province/State: _____ Postal Code: _____ Country: _____
Phone: _____ Email: _____ Website: _____
Billing: Same as Above
Billing Contact: _____ Email: _____
Billing Address: _____

STANDARD SPACE REQUEST

Minimum booth size is 10 x 10 sq. ft. (100 sq. ft = approx. 9.3 sq. meters)
US \$22 per sq. ft. **An additional cost of \$300 per open corner for Corner, End Cap, Peninsula and Island booth location.** Includes Pipe, Drape, ID sign, and 3 Exhibitor Badges per 100 square feet. Mandatory administrative fee includes one standard company listing (mobile & web)

- Linear Booth (standard booth, no extra charge)
 Corner Booth (1 open corner, additional US \$300)
 End Cap (200 sq. ft., 2 open corner, additional US \$600)
 Peninsula Booth (minimum 400 sq. ft. 2 open corners, additional US \$600)
 Island Booth (minimum 600 sq. ft. 4 open corners, additional US \$1,200)

Preferred Dimensions: _____ x _____ ft. = _____

_____ sq. ft. x US \$22 per sq. ft. = US\$ _____

of open corners _____ @ US \$300 each = US\$ _____

Mandatory Administrative fee = US\$100

Total Booth Cost = US\$ _____

VDTA-SDTA SUPPLIER MEMBER SPACE REQUEST

Minimum booth size is 10 x 10 sq. ft. (100 sq. ft = approx. 9.3 sq. meters)
US \$18 per sq. ft. **No Corner Fees.** Includes Pipe, Drape, ID sign, and 3 Exhibitor Badges per 100 square feet. **No Administrative Fees.** Includes one standard company listing (mobile & web)

- Linear Booth (standard booth, no extra charge)
 Corner Booth (1 open corner)
 End Cap (200 sq. ft., 2 open corner)
 Peninsula Booth (minimum 400 sq. ft., 2 open corners)
 Island Booth (minimum 600 sq. ft. 4 open corners)

Preferred Dimensions: _____ x _____ ft. = _____

_____ sq. ft. x US \$18 per sq. ft. = US\$ _____

Mandatory Administrative fee = US\$0

Total Booth Cost = US\$ _____

PRICING COMPARISON:

Example pricing for Non-Member and Member rates as of May 1.

Booth Size	Non-Member Price	Member Price
10 x 10	\$2,300	\$1,800
10 x 30	\$6,700	\$5,400
20 x 20	\$8,900	\$7,200
20 x 50	\$22,100	\$18,000

BOOTH SELECTION PROCESS:

Booth selection will be based on the **VDTA-SDTA exhibitor point system** and will have select dates when you can choose your booth.

All contracts at the start of each Round will be put in order based on the point system. VDTA-SDTA will set an appointment with each exhibitor going from the highest point exhibitor to lowest point exhibitor. If there is a tie in points, then it will go in the order the contract was received first.

Booth Selection Dates:

- Round 1: At 2024 Trade Show
- Round 2: May 2024
- Round 3: Selection Based Upon Order Booth Payment is Received.

Cumulative Exhibitor Point System:

- 2 point per year exhibited since 2021 (lose all points if lapse)
- 2 point per year associate member since 2021 (lose all points if lapse)
- 1 point per 100 sq ft purchased from prior year show.
- 1 point per \$1000 spent on Sponsorship from prior year show.

PAYMENT INFORMATION:

Payment must be received before the booth selection process.

All payments must be made in U.S. currency. An invoice will be sent to the billing email. All payments must be made by payment link in the invoice or by mailing a check.

- 50% due upon receipt of invoice if securing space before September 1, 2024.
- 50% remaining balance due by December 1, 2024.
- 100% due upon receipt of invoice if securing space after December 1, 2024.

EXHIBITOR SPACE AGREEMENT:

The undersigned ("Exhibitor"), as a duly authorized representative, enters into this agreement with CKC Management, LLC to rent exhibit space at the above designated event. Exhibitor agrees to abide by the official Exhibitor Rules and Regulations and agrees to abide by the Exhibitor Space Agreement Terms and Conditions.

Exhibitor Signature: _____ Date: _____

Exhibitor Space Agreement Terms & Conditions - February 13-15, 2025

The additional terms and conditions of this Agreement VDTA-SDTA ("VDTA"), and those of the Horseshoe Events Center, Las Vegas ("Horseshoe") govern exhibits, displays and presentations to be held at the Horseshoe Events Center, Las Vegas, NV. CKC Management, LLC is a Missouri limited liability company doing business as "VDTA-SDTA" which is a registered fictitious name.

1. **COMPLIANCE WITH ALL TERMS & CONDITIONS** - Exhibitor agrees to comply with all of the terms and conditions described herein. In addition, Exhibitor agrees to abide by and comply with any rules and regulations published by Horseshoe for this event. VDTA will provide links to, or copies of, Horseshoe rules and regulations.

2. **RISKS, INDEMNITY & INSURANCE** - Exhibitor agrees to protect, save and hold VDTA and Horseshoe and all of VDTA's and Horseshoe's owners, directors, officers, agents and employees, forever harmless for any damages, claims or charges, including actual attorney fees, lodged against VDTA arising out of actions or failure to act by the Exhibitor or those acting for, at the direction of, or in behalf of the Exhibitor, including, without limitation, any property damage or bodily injury. **Exhibitor must insure all risks for which it has agreed to indemnify VDTA and Horseshoe, and VDTA requires a certificate of insurance for same as a condition to space rental under this Agreement.**

Neither VDTA nor Horseshoe assumes any responsibility for the safe keeping of any property stored, displayed or located at any Exhibitor space/booth, from theft, damage by fire, accident, or other causes. Exhibitors wishing to insure their property must do so at their sole expense. VDTA recommends that all Exhibitors have representatives in attendance at all times when their exhibit is open and especially when its exhibit is being set up or dismantled.

3. **DISPARAGING OTHER EXHIBITORS PROHIBITED - This is a competitive product show. Therefore, you, as an Exhibitor agree not to display, in any manner, any derogatory or inflammatory comments, information or remarks about any other exhibitor. Such a display is not professional and does not represent the ideals of VDTA or the industry. Continuing such display after warning and an opportunity to remove, is grounds for the immediate removal of your Exhibit from the trade show floor.**

4. **ADMISSION POLICY** - EXHIBITOR PERSONNEL - All staffing an Exhibitor's booth must be registered for the convention. Exhibitor Badges will be issued only to people who are employed directly by the Exhibitor and who are actually staffing your booth. Requesting badge access for an employee of a distributor's manufacturer or other company that is not owned, controlled or a direct affiliate of that distributor is strictly prohibited and a material breach of this Agreement. Such a prohibited person will be removed by security without notice and you, the Exhibitor, acknowledge and agree that VDTA in its sole discretion may terminate your Exhibit for this violation without refund or other remuneration.

5. **FAILURE TO STAFF YOUR BOOTH** - If the Exhibitor fails to install a product or display in the assigned space, or fails to staff its booth at all times when the trade show is open, VDTA has the immediate right, without notice, to the Exhibitor to take possession of that Exhibitor's space and lease or re-allocate all or any part of that space to such parties and upon such terms and conditions as VDTA may determine in its sole discretion without refund or other remuneration.

6. **SUBLEASE OR SHARED SPACE** - No Exhibitor space, or any part thereof, may be assigned, sublet or licensed for any reason without VDTA's prior written consent, which consent may be withheld without cause or justification. Exhibitor agrees that it will not display any sign, placard, names or titles in or about its exhibit space which markets or advertises any product or service not offered and sold by the Exhibitor. Similarly Exhibitor agrees not to list in any trade show publication or directory any service, product, or person associated with any product or service, which is not offered and sold by the Exhibitor.

7. **ASSIGNMENT BY VDTA** - VDTA may assign all of its rights and delegate all of its duties under this Agreement without notice so long as the assignee receives all funds which VDTA may have collected from the Exhibitors with the express duty to manage those funds as provided in this Agreement.

8. **TRADE SHOW RULES & REGULATIONS** - VDTA may adopt and revise rules and regulations from time to time for the safety and protection of all attendees, Exhibitors and the trade show community at large, and has the exclusive and final authority to interpret and enforce of all of those rules and regulations. No one under the age of 16 allowed on the exhibit floor during set-up and tear down.

9. **VDTA ADJUSTMENTS FOR BENEFIT OF TRADE SHOW COMMUNITY** - You, the Exhibitor, understand and acknowledge that this trade show is a collective effort designed first to benefit the attendees, so that they will have a valuable experience and return to future shows, and second to benefit all Exhibitors, i.e., not to unfairly benefit one Exhibitor to the detriment of another Exhibitor. Therefore, VDTA is responsible to the trade show at large, i.e., its attendees and its Exhibitors collectively, to provide a valuable experience for all. This responsibility may require adjustments on site that may impinge on an Exhibitor's ideal use of its space, design or display. Therefore, you, the Exhibitor, grant VDTA the authority to make adjustments in the size and use of your space, its design or its displays to provide for the good of the trade show community at large. VDTA will exercise good judgment reason if such immediate adjustments are necessary and work diligently to reduce any detrimental effect it may have on the Exhibitor who is subject to any changes or adjustments. If you, the Exhibitor, believe that you have been materially damaged by any such VDTA adjustment or decision, you may submit a complaint at the conclusion of the show, and VDTA will earnestly address your concerns.

10. **BILL OF RIGHTS FOR FELLOW EXHIBITORS** - No exhibit should be set up so its arrangement or manner of presentation will obstruct or interfere with the general view or rights of any other displays. No exhibit shall extend beyond the official floor plan dimensions or into an aisle. Verbal announcements, recordings, radios, TVs, sound/slide presentations, or other attention-getting devices are prohibited if objectionable to adjacent Exhibitors. Approval from VDTA should be obtained in advance in order to avoid disappointment.

11. **INSTALLATION OF EXHIBITS** - Move-in: February 11th 8 AM - 5 PM, February 12th 8 AM - 8 PM, February 13th 8 AM - 10 AM. Booth must be completely installed by 10 AM on February 13th.

12. **DISMANTLING** - Exhibitors may not dismantle booths or do any packing before 11 AM, Friday, February 15th.

13. **SECURITY** - Security guard service will be furnished continuously by VDTA in the exhibition hall. During set up, the security guards will patrol and observe. Until the official show opening, they will limit entry to persons possessing an Exhibitor or Staff badge/ID. Badges will be available at the convention registration desk.

14. **RIGHT TO PRIVACY** - Cameras, audio and video recording equipment are prohibited in exhibition area, unless given permission by VDTA, which permission may be withheld in VDTA's sole discretion without cause or justification. Must adhere to the Audio/Video Policy.

15. **FORCE MAJEURE** - VDTA is not responsible for any loss, damage, or delay due to strikes, lockouts, Acts of God, governmental restriction, enemy action, civil commotion reasonably beyond VDTA's control. Any pandemic or other spread of a contagious disease resulting in a state, local or federal mandate, order or regulation, including without limitation, restrictions on freedom of movement (e.g, social distancing), masking, or travel restrictions, are all deemed unavoidable by, and beyond control of, VDTA.

16. **NO REFUNDS FOR CANCELLATIONS** - Any company that cancels exhibit space will also be liable for ALL contracted monies due on exhibit space and all advertising ordered whether or not actually printed.

17. **VDTA CANCELLATION OF TRADE SHOW** - If VDTA cancels the this trade show, because of occurrences beyond VDTA's control (see Force Majeure provision herein) then VDTA may retain all deposits received prior to cancellation with the obligation to apply all of those deposits to the next scheduled annual trade show .

18. **NO ADMISSION UNLESS ADVERTISING PAID IN FULL** - Anyone with advertising balances overdue on their account will not be allowed to install their exhibit until all balances are paid in full.

19. **HOSPITALITY ROOMS** - Hospitality rooms and other exhibitor functions for attendees cannot be open during exhibit hours or VDTA sponsored functions. All functions should go through VDTA, along with planned F&B as an affiliate.

20. **BINDING ON SUCCESSORS** - Every agreement and representation you, as an Exhibitor may have with VDTA will not be binding or enforceable unless in writing and signed by the Exhibitor and VDTA. This Agreement cannot be altered, modified or canceled by the Exhibitor without VDTA's consent which may be withheld without cause or justification.

21. **CONSENT TO JURISDICTION & APPLICABLE LAW** - Regardless of where executed, or where the Exhibitor may have his/her/ its principal place of business, this Agreement is deemed to have been executed under and pursuant to the laws of the State of Missouri. The laws of the State of Missouri govern this Agreement, all of the transactions contemplated by it, and all other matters arising out of and relating to it, including without limitation claims as to its validity, interpretation, construction, enforcement, performance, and all claims sounding in tort. Only the Circuit Court of St. Charles County, Missouri has jurisdiction and venue over any litigation arising out of this Agreement.

22. **ATTORNEY FEES & EXPENSES OF ENFORCEMENT** - If either you, the Exhibitor or VDTA hires an attorney to enforce this Agreement, the unsuccessful party in arbitration (whether or not binding), and/or litigation, must pay the prevailing party's attorney fees and expenses (including expert witness fees); and for this purpose "prevailing party" is the person that prevails in obtaining the remedy or relief which most nearly reflects the remedy relief, or defense which that person sought. If a) the dispute is settled prior to an arbitrator's final decision or prior to the entry of a judgment, or b) the arbitrator or judge assigns fault to both parties, the assessment of attorney fees and expenses must be determined by the arbitrator or judge assigned to the case.

Exhibitor Rules & Regulations - February 13-15, 2025

Exhibit Construction, Decoration, Signs, Etc. – The Exhibitor and its display company remain solely liable for the safety of their exhibit. Exhibitors must comply with all regulations published by VDTA, laws, regulations, and ordinances in force in the exhibit facility, City of Las Vegas, the State of Nevada, the United States, and the IAEE Guidelines for Display Rules & Regulations.

Special Electrical, Cleaning, Catering Services, Etc. - For insurance, safety and security purposes, electrical, cleaning, catering, sign hanging, drapage, and other special services needed by individual Exhibitors are provided only when the Exhibitor orders and agrees to pay for them from the exclusive suppliers authorized to provide such services listed in the Exhibitor Manual.

Floor Plans – VDTA publishes floor plans that are provided by the exhibit facility and are believed to be correct. Americans with Disabilities Act - Exhibitors must be in full compliance with the Americans with Disabilities Act.

Music - VDTA-SDTA does not have a license permitting exhibitors to play or perform music. Exhibitors are responsible for any licensing fees related to music in their booths. As an Exhibitor, you may face financial liability or expose VDTA-SDTA to financial liability for playing or performing music without appropriate licenses. Exhibitor represents that Exhibitor will not play or perform music, without advance written notice to VDTA-SDTA. The written notice must include Exhibitor's representation that Exhibitor is legally able to play or perform music.

Show Colors - Pipe & drape must be official show colors unless written permission is granted by VDTA.

Height Restrictions & Hanging Signs - See IAEE Guidelines for Display Rules & Regulations

Due to Fire Marshall regulations, when specialty booths are built, submit a proposal to VDTA-SDTA for Fire Marshall approval BEFORE the booth is built.

Third Party Contractors – Must provide a certificate of insurance to: VDTA-SDTA, Attn: Show Manager, 5988 Mid Rivers Mall Dr, Saint Peters, MO 63304 and Shepard Expo Services 1778 Marietta Boulevard, NW Atlanta, GA 30318.

Only EXHIBITORS & VDTA-SDTA STAFF will have access to the trade show floor during setup hours. Booth staff must display badges at all times during set-up. All booths must be staffed during show hours.

Exhibit Move-In Hours

February 11	8 AM - 5 PM (By Invitation Only)
February 12	8 AM - 8 PM
February 13	8 AM - 10 AM

Exhibit Hours --- NOTE NEW DAYS AND TIMES

February 13	10 AM - 4 PM
February 14	10 AM - 4 PM
February 15	8 AM - 11 AM

Exhibit Tear Down

February 15 11 AM - 7 PM

NOTICE: Exhibitors MUST check in at the convention registration desk before 4PM on move-in days if they plan to set up after 4PM. You may not be allowed into the convention center if you fail to check in prior to 4PM. **Later setup must be pre-arranged with VDTA, and is not guaranteed. VDTA-SDTA RESERVES THE RIGHT TO RELOCATE ANY BOOTH FOR ANY REASON DEEMED NECESSARY.**

Freight Shipments

The Horseshoe Events Center will not accept advance shipments. All freight should be directed to the official show service contractor, Shepard Expo Services. Late freight accepted could be charged an additional fee.

Freight Handling - The facility is UNION.

All work involved in the loading and unloading of all trucks, trailers and common and contract carriers, as well as, the handling of empty crates and the operation of material handling equipment is under Shepard Expo Services jurisdiction. Shepard Expo Services also has the jurisdiction of the unloading, uncrating, unskidding, leveling, painting and assembly of machinery and equipment, as well as the reverse process.

An exhibitor may 'hand carry' material, provided they do not use material handling equipment to assist them. When exhibitors choose to 'hand carry' material, they will not be permitted access to the loading dock/freight door areas. Exhibitors are expected to comply with all the show requirements and regulations in effect.

Exhibit Labor

You MUST obey the regulations for material handling, labor, etc. All work involved in the erection, touch-up painting, dismantling, and repair of all exhibits when this work is done by persons other than your full-time company personnel is under Shepard Expo Services jurisdiction. This work is to include wall coverings, floor coverings, pipe and drape, painting, hanging of signs and decorative materials from the ceiling, placement of all signs and the erection of platforms used for exhibit purposes.

There is absolutely NO SMOKING permitted on the trade show floor or in the building.