

APPLICATION FOR EXHIBIT SPACE

Confirmed Booth No. _____

The undersigned, by the duly authorized officer, agent or employee (hereinafter called "Exhibitor") hereby enters into a contract with the Commercial Vehicle Safety Alliance (hereinafter called "CVSA") for exhibit space at the 2023 CVSA Annual Conference and Exhibition on Sept. 17-21 at the Gaylord Texan in Grapevine, Texas, (hereinafter called "Facility"). This contract is subject only to (1) the acceptance by counter signature of CVSA Show Management; (2) the floor plan of exhibits; and (3) such additional terms and conditions which constitute a part of, or are included in, this contract. Reservation of exhibit space by CVSA Show Management 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 CVSA.

THE EXHIBITOR further agrees that if, in the opinion of CVSA Show Management, 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:

EXHIBIT SPACE RENTAL FEE PER BOOTH:

CVSA MEMBERS: \$2,000 NON-CVSA MEMBERS: \$3,000

PAYMENT TERMS: Payment of the exhibit space rental fee is due no later than July 31, 2023; failure to make payment by said payment date does not release the contractual or financial obligation on the part of the Exhibitor. Exhibit space contracts submitted to CVSA after July 31, 2023, must be accompanied by the full payment of the exhibit space rental fee. Exhibitors will be liable for any collection expense, including reasonable Attorney's fees, "reasonable", to be construed as not less than 25% of the amount of all other moneys determined to be owed by the Exhibitor. Please make checks payable to CVSA. Sign and return contract and payment to: CVSA, c/o 2023 CVSA AC&E, 99 M Street SE, Suite 1025, Washington, DC 20003. A copy of this contract will be returned to you upon acceptance.

CANCELLATION: In the event the Exhibitor cancels all or part of the exhibit space contracted for herein, the Exhibitor must do so in writing and will be obligated to pay to CVSA liquidated damages based on the schedule listed in this contract. Written notice of cancellation must be received prior to July 1, 2023 to be liable for 0% of rental fee due. Written cancellation received from Aug. 1, 2023 obligates the Exhibitor to pay to CVSA 100% of the rental fee due.

EXHIBIT SPACE:

1st Choice Booth No: _____ 2nd Choice Booth No: _____ 3rd Choice Booth No: _____

Total Cost: \$ _____ Will you perform sales transactions from the exhibit floor? Yes No

COMPETITORS: _____

ACCEPTANCE AS BINDING CONTRACT:

Company Name: _____

Note: List company name exactly as it should appear on booth signage.

Address: _____

Contact Name: _____

Title: _____

City/State/Zip: _____

Telephone: _____

E-Mail: _____

EXHIBITOR SERVICE MANUAL SENT TO:

Name: _____

Title: _____

Telephone: _____

E-Mail: _____

INVOICES SHOULD BE SENT TO:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail: _____

Signature of Exhibitor Authorized Representative _____ **Date** _____

Signature of CVSA 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.

CONTRACT FOR EXHIBIT SPACE – CONTINUED

CANCELLATION: The Exhibitor specifically recognizes and agrees that CVSA will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation. 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 credibility and costs associated with the inability to replace those canceling, advertising, 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 is specifically designed to compensate CVSA for its losses and not constitute a penalty should the exhibitor fail to provide timely written notice of cancellation of all or any part of its assigned booth space.

| CANCELLATION DURING THE PERIOD OF: | ASSESSMENT |
|---|-------------------|
| Prior to July 1, 2023..... | 0% |
| July 1, 2023 – July 31, 2023..... | 50% |
| Aug. 1, 2023 or after..... | 100% |

Cancellations will be accepted only in accordance with the above schedule. There will be no refunds for cancellations after Aug. 1, 2023. Failure to make full payment of exhibit space rental fee by July 31, 2023 on a Contract filed prior to, or on, that date, will subject Exhibitor to cancellation of contract by CVSA, forfeiture of deposit made and liability for balance due.

EXHIBIT HOURS: Hours are as follows but are subject to change:

| | |
|--|----------------|
| Sunday, Sept. 17, 2023 (move in only)..... | 1-5 p.m. |
| Monday, Sept. 18, 2023..... | 7-7:30 p.m. |
| Tuesday, Sept. 19, 2023..... | 7-4 p.m. |
| Wednesday, Sept. 20, 2023..... | 7-3:30 p.m. |
| Wednesday, Sept. 20, 2023 (move out) | 3:30-6:30 p.m. |

ARRANGEMENT OF EXHIBITS: 10' x 10' space with 8' rear draping, 3' side draping, one 8' x 2' table, 2 chairs, one wastebasket and one ID sign are provided without charge. All other furnishings, equipment, facilities, etc., will be provided by Exhibitor at their own expense and responsibility (they may, at Exhibitor's discretion, be obtained through official suppliers). Booth backgrounds are eight feet in height. In the areas 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. Any deviation must be submitted to CVSA 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.

REGISTRATION: The Exhibitor acknowledges and agrees that each booth attendant must register separately and pay the applicable registration fee required to attend the conference. The Exhibit Space Rental Fee includes one (1) complimentary registration. Any additional booth attendant(s) must pay the registration fee. All registrants will be required to agree to CVSA's event policies including but not limited to the Events Health Policy and agree to a Waiver and Release of Liability for Communicable Disease. Exhibitor agrees to require that their booth attendees will follow the applicable event policies.

GENERAL RESTRICTIONS: Exhibitors are prohibited from using amplifying equipment that is objectionable to CVSA. 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. Draping materials and other decorative materials must be flameproof and comply with all state and local regulations. CVSA has the right to require the modification of any questionable exhibit.

Exhibitors using music in their booth, either live or mechanical, must provide CVSA with a copy of Exhibitors licensing agreement with ASCAP, BMI SESAC or other such licensing organization or must expressly warrant in writing to CVSA that no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold CVSA harmless from any action brought against CVSA by ASCAP, BMI SESAC or other licensing organization for the playing of such music. Exhibitors are prohibited from serving alcoholic beverages or any other food and beverages without written approval from CVSA. Exhibitors holding hospitality functions for CVSA Annual Conference and Exhibition attendees must obtain clearance from CVSA prior to announcement of such functions.

LIABILITIES: The Exhibitor agrees that CVSA, its agents, and employees, the Facility, its agents and 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

LIABILITIES (Continued): exempted from or indemnified for any claims for injury to any of the Exhibitor's representatives, agents, or employees. The Exhibitor may be required to provide a certificate of insurance to CVSA. Exhibitor shall also indemnify and save and hold harmless CVSA, Facility and the Facility's Owner, and their respective owners, managers, subsidiaries, affiliates, employees and agents 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 its agents, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the negligence of CVSA, or Facility. Such indemnification shall not be limited to insurance required herein. CVSA, its 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 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 epidemic, or any law or regulation of public authority or any other act beyond the control of CVSA, which makes it impossible or impracticable to hold the Exhibition.

The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibit's activities on the Hotel premises and will indemnify, defend, and hold harmless the Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages and claims.

INSURANCE: Exhibitors shall insure their own exhibits and display materials. Exhibitors shall carry Public Liability Insurance with a \$1,000,000.00 combined single limit or bodily injury, accident, and property damage. Exhibitor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier, which carries fire, explosion or any other risk coverage insuring their property. CVSA will provide security guard service throughout the entire meeting, 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 CVSA, 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. It is mandatory that move in/out are done through the loading docks only.

BOOTH FURNITURE, LABOR AND DRAYAGE: Refer to the Exhibitor Service Manual for additional information and policies governing the exhibit hall. A schedule of prices and order forms for furniture rental, labor and other services will be sent 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 to ensure installation prior to show opening.

ADMISSIONS: All persons visiting the exhibits will be admitted according to the rules and regulations of the Exhibits. No one under 18 will be permitted without an accompanying adult.

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 all event policies as issued or amended by CVSA are hereby made an integral part of the Contract and of the agreement between Applicant and CVSA 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.

SPACE: The floor arrangement of space is shown by the exhibit space floorplan. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate. The location of banquet tables and food and beverage buffets are subject to change without notice.

HEALTH POLICY: CVSA has taken preventative measures to reduce the spread of communicable disease including but not limited to COVID-19 in accordance with the recommendations of local and state health authorities and the U.S. Centers for Disease Control and Prevention. All exhibitors commit to following all conference health and safety policies.