



# AO 32nd Annual Conference

## Contract for Outfitter Expo Exhibit Space

December 1- 4, 2020 - Virtual

Produced and owned by  
America Outdoors Association®

<b>Exhibiting Company</b>		<b>Company Owner</b>	
<b>Contract Person for Trade Show</b>		<b>Title</b>	
<b>Company Mailing Address</b>			
<b>Company City</b>	<b>State</b>	<b>Zip</b>	<b>Country</b>
<b>Office Phone</b>	<b>Fax</b>	<b>Toll-free</b>	
<b>Web Site</b>		<b>Company Email</b>	
<b>Trade Show Contact Email</b>			

This agreement between North America Outdoors, Inc. (DBA as America Outdoors Association®), hereinafter referred to as AO, and Exhibiting Company as listed above (hereinafter referred to as "the company") is for exhibit space for the 2020 Annual Conference. I, the undersigned, with full authority and intent to be legally bound, in consideration for the service provided by AO, hereby agree to contract the exhibitor (above) for exhibit space subject to the terms and conditions of this agreement, including all the conditions on the reverse side of this agreement and attached addendum, if any. I agree to abide by any exhibit rules issued at the time of the event. I understand that my company is responsible for shipping display materials to the decorating/dray-age company appointed by AO, and that my booth must comply with applicable fire codes and other regulations. I understand a **non-refundable deposit of 50% is required to hold booth space, with payment in full due on or before Oct. 1, 2020; all booth fees are non-refundable.** I understand that I will be subject to the forfeiture of booth space and deposit, if fees are not paid in full by October 1, 2020. I agree to provide a certificate of insurance for the show naming America Outdoors Association as an additional insured. I have read and agree to both sides of this contract, and I am an authorized representative for the company.

Print Name: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Please print legibly

Brand name and description to be displayed and/or represented. (Describe in 40 words or less to be used in publications.)

Please choose from the following service or product categories to describe your offerings. You may choose more than one: (Soft Goods, Hard Goods, Accessories, Technology & Software, Consulting/Marketing/Design Services, Insurance & Legal Services)

	AO Member Price	Non Member Price	# of 10 x 10's	Amount
Virtual Booth Package:	\$700	\$1,025		\$
Total due:				\$
<b>A 50% deposit of total is due with contract, no exceptions. Deposit OR Full amount enclosed</b>				\$
Balance due on or before Oct. 1, 2020. (if not paid in full above)				\$

Check payable to "America Outdoors Association": # _____		Charge my: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX	
Card number		Expiration	Amount \$
Card Billing Address (required)			VCODE (req):
Card holder's name		Signature	

**Please complete, sign and return both to AMERICA OUTDOORS ASSOCIATION.**

P.O. Box 10847, Knoxville, TN 37939 • 865-558-3595

Send original signed contract to America Outdoors Association, keep a copy for your records. Contract is not valid until America Outdoors Association has received both signed pages and deposit.

# America Outdoors Association® Annual Conference Exhibition Agreement & Rules and Regulations

America Outdoors Association® is Exhibition Management

**Exhibitors.** Exhibitors are limited to those companies offering products or services of specific interest to the attendees. America Outdoors Association reserves the right to determine the eligibility of any company for participation.

**Subletting Space.** Exhibitors may not re-assign, re-sell, share, or sublet booth space. Exhibitors found to be in violation of this agreement will be removed from the show.

**Admission.** Exhibits are open only to paid registrants or those representatives of businesses and others who receive a valid pass from America Outdoors Association. Admission will be limited to those with a specific interest in the use of the equipment, products or services displayed. Exhibition management reserves the right to refuse admission to any persons for any reasons that is contrary to the interests of America Outdoors Association or the exhibition as determined solely by America Outdoors Association. No retail public admission will be allowed. **Exhibitors are responsible for any taxes related to sales of merchandise.**

**Exhibit Design** No exhibit side or back walls shall be permitted to interfere with a neighboring exhibit. Booth side-dividers of a height in excess of 36" shall not extend further than four and one-half feet from the back wall except in areas designated on the exhibit floor plan as modular space (if applicable). Product or display racks may be allowed beyond four and one half feet **subject to approval in advance of the show by show management provided that under no circumstance can the extension create a solid wall and or create an objection by the neighboring booth.** Booth back walls may exceed eight feet in height only with prior approval from show management. End cap booths **must not block view of neighboring exhibits.**

**Safety and Fire Laws.** All applicable fire and safety laws of the facility must be observed by exhibitors. No decorations made of flammable materials are permitted. Wiring must comply with local Fire Department and Underwriters Rules.

**Labor.** Exhibitors must contract for electrical hookups, booth cleaning, carpet vacuuming, drayage, phone service, and other booth assembly services, as may be needed, through the services contractor approved by America Outdoors Association.

**Sound level.** Any device which produces sound must be operated so as not to disturb other exhibitors. Exhibition management reserves the right to determine acceptable sound levels. Exhibitors are responsible for paying ASCAP or BMI license fees where required as part of their exhibit or presentation.

**Electrical.** Electrical fittings and power mains are available at charges listed in the exhibitor kit which will be provided to you by the decorator. All wiring on displays or display fixtures must conform to the minimum standard established by the appropriate regulations for the exhibition facility and must meet Fire Marshall approval.

**Photography.** The photographic rights for the Exhibition are reserved to Exhibition Management, Exhibitors wishing to make their own arrangements for the professional photographing of their exhibit must apply to, and receive written approval from Exhibition Management, whose permission shall not be unreasonably withheld. **No exposition vendor shall photograph another exhibitor's booth, or any portion thereof, without permission of said exhibitor or show management.**

**Exhibit Cleaning.** Exhibitors must make arrangements to keep their booth free of accumulated rubbish.

**Relocation & Floor Plan Revision.** Exhibition Management at its sole discretion retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

**Violation of Clear Aisles and Booth Dimensions.** Exhibitors whose show materials extend into aisles will be asked to remove materials. Those not complying may be removed from the show. Exhibitors expanding their show materials beyond the space they have contracted and paid for will be asked to move back into their allotted space. Those not complying may be removed from the show and may not be invited to subsequent shows.

**Promotional Activities.** All promotional activities must be confined to the exhibitor's booth area. Distribution of literature or display of promotional material in the aisles, registration area, meeting rooms, hotel lobby, parking lot or any other area outside of the booth is strictly prohibited unless approved in writing as part of a sponsorship agreement with America Outdoors Association. Violators may be removed from the show.

**Advertising Matter.** The exhibitor may distribute advertising matter from his exhibit only. Materials found outside an exhibitor's contracted space will be removed by show management. In the event of a complaint arising from such distribution, the matter shall be referred to Exhibition Management whose decision will be binding and final. Exhibitors may not tape, pin, staple, nail or otherwise affix their materials to the walls or other areas of the show venue. Payment for damage caused to venue by an exhibitor is the responsibility of said exhibitor. America Outdoors Association assumes no responsibility for damage caused by exhibitors to exhibit facilities. Non-exhibiting supplier companies will not be allowed to distribute materials or solicit exhibitors or attendees, persons in violation will be re-moved from the show.

**Personnel.** Exhibition management reserves the right to determine whether the attire of booth personnel is acceptable and in keeping with the best interest of the exhibitors and exhibition. **Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services.** Personnel shall wear Exhibitor badge identification at all times while they are in the exhibit area. AO reserves the right to restrict or limit the number of exhibitor representatives. **Exhibiting companies are permitted THREE badges for the FIRST 10x10 space. You may add ONE additional badge for each additional 10x10 space. Additional badges may be purchased for \$100 each.**

**Food Service.** All food and beverages distributed in exhibit hall must be purchased through the Exhibition Management appointed caterer. **No alcoholic beverages may be distributed unless purchased through the caterer. This applies both during set up and during show hours.**

**Cancellation.** In the event of a cancellation of exhibit space by the exhibitor, Exhibition Management shall re-tain a cancellation fee, all amounts paid by the exhibitor (and due from them) up to the time of cancellation pursuant to the provisions of the billing and schedule of payments section of the Application/Contract for Exhibit Space. **All cancellations must be in writing.** In the event the exhibitor has no representation on the show floor by the stated opening time of the exhibit, Exhibition Management reserves the right to re-sell the exhibit space or move another exhibitor into that space.

**Liability.** Limitation of Liability, Indemnity, Insurance Neither AO, the appointed Decorator, nor the Facility, nor any of its officers, agents, employees or other representatives, shall be held liable for, and each is hereby released from any damage, loss, harm, or injury to the person or property of Exhibitor or any of its visitors, officers, agents, employees or other representatives, resulting from Exhibitor's participation in the Exposition, licensing and/or use of exhibition space hereunder, or the failure of AO to make available the exhibit space or hold the Exposition, however caused, including that caused by AOA's or any Facility's, or its officers', agents', employees' or other representatives' negligence. Exhibitor shall indemnify, defend, and hold harmless AO and the Facility and their respective owners, directors, officers, employees, agents and representatives, from, any and all claims, demands, suits, liability damages, loss, costs, attorneys' fees, and expenses of any kind which might result or arise from its participation in the Exposition, its licensing and/or use of exhibition space hereunder, or any action or failure to act on the part of Exhibitor or its officers, agents, employees, or other representatives. Exhibitor understands that neither AO nor the Facility, nor its affiliates, maintains insurance covering Exhibitor's liability. **Exhibitor must obtain, at its sole expense, insurance, in the amount of \$1 million dollars or more, for its exhibit material and products against loss or damage, and public liability insurance against injury to the person or property of others. Exhibitor shall provide evidence of such insurance to AO and the Facility upon request. AO is to be named as an additional insured.** It is understood all property of Exhibitor is in its care, custody, and control in transit to, or from, or with-in the confines of the Facility, and neither AO nor the Facility assumes any responsibility therefore. In no event shall AO be liable to Exhibitor or anyone claiming through Exhibitor for incidental, consequential, special or indirect damages, including lost profits, even if AO has been apprised of the possibility of such loss.

**Losses.** Exhibition Management does not assume responsibility for damages to the exhibitor's property or lost shipments either coming in or going out of the exhibition. Nor is Exhibition Management responsible for shipping, drayage, parking, or other exhibitor costs. If the exhibit fails to arrive in time for the show, no refund of exhibit fees will be allowed. Exhibitors are advised to insure against these risks.

**Vendor Courtesy.** No exhibitor or representative of an exhibitor shall enter the booth space of another registered exhibitor without invitation. No exhibitor shall take printed materials belonging to another exhibitor without said exhibitor's permission. Exhibitors shall not solicit other exhibitors during show hours. Any solicitation of exhibitors without permission is strictly forbidden.

**Show Schedule.** Exhibition Management reserves the right to revise show hours.

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

**Off-site Events.** Exhibitor agrees not to hold events or training during show open hours outside the Salt Palace without the express written consent of Exhibition Management.

**Modification or Termination of the Exhibition.** In the event the premises in which the Exhibition is or is to be conducted shall become, in the sole discretion of the Exhibition Management, unfit for occupancy, or in the event the holding of the Exhibition or the performance of the Exhibition Management under the Application (of which these rules and regulations are a part) are substantially or materially interfered by any cause or causes, this contract and/or the Marketing & Management Conference Exhibition may be modified or terminated by America Outdoors Association. America Outdoors Association shall not be responsible for delays, damage, loss, increased costs or emotional distress or other unfavorable occurrences to exhibitors arising from unforeseen events, acts or omissions that result in modification or termination of the Marketing & Management Conference Exhibition. America Outdoors Association reserves the right to make reasonable modification to the rules and regulations applicable to this exhibition in keeping with laws, regulations, or for any other reason deemed necessary by America Outdoors Association. If America Outdoors Association or its contractors terminate this show this contract and or Exhibition (or any part thereof), Exhibition Management shall not be liable to the exhibitor for any compensation other than for a pro-rated refund of such exhibitors' booth fee payment determined on the basis of the number of exhibit days remaining. For the purposes of this contract "unforeseen events, acts, or omissions" shall include but not be limited to fire, theft, casualty, flood, snow and ice storms, epidemic, earthquake, inclement weather, explosion or accident, blockade or embargo, governmental restraints, orders of civil defense or military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or labor disturbances, inability to secure sufficient labor, including technical personnel, failure or lack of adequate transportation, inability to obtain, requisition, or commandeer necessary supplies or equipment, local, state, Federal laws, ordinances, rules, orders, decrees, or regulations of any kind whether constitutional or un-constitutional, and any act of God.

**Taxes, Licenses.** Exhibitor shall be responsible for obtaining all licenses, permits and approvals under local, state or Federal law applicable to its activity at, and obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority in connection with the AO show.

**Applicable Laws.** This contract is subject to the laws of the State of Tennessee and any complaints, claims, legal actions or disputes shall be adjudicated in a venue chosen by America Outdoors Association.

**Consent to Use of Photographic Images and Name for Purposes of Tradeshow Promotion.** Membership, exhibiting or attendance at, or participation in, AO meetings, tradeshow and other activities constitutes an agreement by the exhibitor to allow use and distribution (both now and in the future) of the registrant or attendee's company name, image or voice in photographs, print, videotapes, electronic reproductions, and audiotapes of such events and activities.

**Supersedes All Other Agreements.** This contract for exhibit space at the America Outdoors Marketing & Management Conference Exhibition supersedes all other agreements either written or oral.

I have read and understand the terms of this agreement.

Please sign and return both pages of this contract to America Outdoors Association.  
Send original signed contract to AO, keep a copy for your records.

Signature: \_\_\_\_\_  
Company: \_\_\_\_\_



Where Outfitters *Thrive*

Due to the COVID-19 pandemic, the America Outdoors Conference & Outfitter Expo, which was scheduled for December 1-4 in Orlando, FL, has transitioned to a virtual event. This addendum addresses modifications to the Exhibitor Contract.

All clauses in the Exhibitor Contract pertaining to booth exhibition at an in-person event will be replaced by the following terms and conditions.

### **Cancellation**

Pre-paid Exhibitors as of September 1, 2020 – Due to the modification of the event, all exhibitors who paid, partially or in-full, before September 1, 2020 for the 2020 Show will be allowed to keep their funds for the virtual conference in 2020 or transfer their funds to the 2021 Show in Las Vegas, NV.

Confirmed Exhibitors after September 1, 2020- In the event of a cancellation of exhibit space by the exhibitor, Show Management shall retain as a cancellation fee, all amounts paid by the exhibitor (and due from them) up to the time of cancellation pursuant to the provisions of the billing and schedule of payments section of the Application/Contract for Exhibit Space. All cancellations must be in writing.

### **Liability and Insurance**

Neither America Outdoors, nor any of the officers, employees, agents, contractors and affiliates of such entities, nor the management company, employees or representatives of the hosting platform will be responsible for any injury, loss or damage that may occur to the virtual exhibitor or to the virtual exhibitor's employees or property, prior, during or subsequent to the period covered by the virtual exhibit. The virtual exhibitor expressly releases the foregoing persons and entities from, and agrees to indemnify the same against any and all claims for such loss, damage or injury arising from the negligent or willful acts or omission of the virtual exhibitor and its employees, agents, contractors, and invitees. Virtual Exhibitors are responsible for all liability insurance coverages.

America Outdoors is not liable for any loss sustained by the participant as a result of the participant's or any third party's failure to access the conference platform, or as a result of any breakdowns, software errors, incomplete or inaccurate transfer of information, or any other error related to technology or information transfer.

### **Conduct & Operations**

Booths must be staffed or have notification of return time during all Show hours. Exhibitor may not display products or signage in their booth from non-exhibiting companies unless approved in writing by Show Management. Booths should look professional and engaging. During video calls, the background of your camera view should be clean and professional.



Where Outfitters *Thrive*

The undersigned acknowledges and agrees to the updated terms of the Exhibitor Contract for the America Outdoors Conference & Outfitter Expo as presented above:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_

Please indicate your preference for your deposit, if you have paid before September 1, 2020:

- I wish to use my deposit for the 2020 Virtual Conference. The remaining funds, if applicable, will be applied to the 2021 Conference in Las Vegas.
- I wish to use my deposit for the 2021 Conference in Las Vegas.