

## APPLICATION AND CONTRACT FOR BOOTH SPACE

### IN ORDER TO VALIDATE THIS CONTRACT

1. We attach our check (in U.S. Funds) payable to MSC/American Trucking Associations or have provided valid credit card information as indicated. **PAYMENT IN FULL MUST ACCOMPANY CONTRACT.**
2. We agree that space assigned shall be accepted by us unless we reject it within ten (10) days of notice from ATA MSC.
3. We agree that the Exhibit Rules, Regulations and Contract Provisions printed on pages 3 and 4 are part of this contract.

### MAIL TO:

Janine Taylor, Sales & Marketing  
 American Trucking Associations  
 80 M Street, SE, Suite 800, Washington, DC,20003  
 or Fax Pages 1 & 2 to: (703) 838-1774

### QUESTIONS:

**PHONE:** Dan Duggan (703) 838-1756 or  
 Janine Taylor (703) 838-1923  
**EMAIL:** dduggan@trucking.org or  
 jtaylor@trucking.org

(PLEASE PRINT OR TYPE)

### COMPANY INFORMATION as it should appear in MSC's 2023 Annual Meeting Exhibitor Directory & Mobile App

Company or Organization Name	Company Contact Name
Address	
City/State/Zip	
Phone (Include Area Code)	Company Email
Website (http://. . .)	

### CONTACT & MAILING INFORMATION for all show correspondence.

Each exhibitor will receive an electronic copy of MSC's Exhibitor Service Manual.

Primary Contact Person's Name	Job Title	
Address		
City/State/Zip		
Phone (Include Area Code)	CELL (Include Area Code)	Email
Secondary Contact Person's Name	Job Title	
Address		
City/State/Zip		
Phone (Include Area Code)	CELL (Include Area Code)	Email

### BOOTH REQUEST INFORMATION

**NOTE ANY COMPETITORS FROM WHOM YOU DESIRE BOOTH SEPARATION. THIS IS VERY IMPORTANT!**

#### A. CONFIGURATION

\_\_\_\_\_ x \_\_\_\_\_ Total Square Footage: \_\_\_\_\_  
 (ft) (ft) min. 100 sq. ft.

#### B. PREFERRED BOOTH LOCATION

Refer to the floorplan and list your top six (6) preferred booth locations:

1st \_\_\_\_\_ 3rd \_\_\_\_\_ 5th \_\_\_\_\_  
 2nd \_\_\_\_\_ 4th \_\_\_\_\_ 6th \_\_\_\_\_

If none of these spaces are available, we understand MSC may allocate other space to us subject to approval. We agree that the space assigned to us shall be accepted by us unless we reject it within ten (10) days of your notice.

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**GO TO PAGE 2 TO COMPLETE CONTRACT!** 

### PAYMENT INFORMATION

(PLEASE PRINT OR TYPE)

I have provided full payment for my requested booth space below:

Company Check (see attached)     
 Credit Card:   
  MC   
  VISA   
  AMEX     
 Exp. Date: \_\_\_\_\_

CC#: \_\_\_\_\_

Name on card: \_\_\_\_\_

Signature \_\_\_\_\_

BOOTH FEES	ACKNOWLEDGEMENTS
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Priced based on 100 sq. ft. Booth Size

- MSC Member In-Line Booth:           \$3,250**
  
- MSC Member Corner Booth:           \$3,550**
  
- Non-Member In-Line Booth:           \$4,400**
  
- Non-Member Corner Booth:           \$4,700**

For additional sized booths, multiply the above fee by the number of booths you would like.

Exhibiting company must have at least one individual who is a member of MSC and/or itself be an ATA member company both at the time the booth contract is executed and at the time the event in question is held in order to qualify for the member rate; otherwise, it will be charged the non-member exhibit booth rate.

My company has a MSC member:  Yes  No  
(MSC memberships are individual-based only)

My company is an ATA member:  Yes  No

My company is a first-time MSC Exhibitor.  
 We are bringing a vehicle and/or trailer to display in our booth.  
 I have read and understand MSC's rules and regulations as stipulated in the Contract Provisions of this contract.

Contract Authorized By (Print Name & Title) \_\_\_\_\_

Signature \_\_\_\_\_

### PRODUCT DESCRIPTION INFORMATION

Describe your company's products or services in 50 words or less for MSC's 2023 Annual Meeting Exhibitor Directory and Mobile App. MSC reserves the right to edit descriptions to fit allocated space. Attach separate sheet if necessary. **(PLEASE TYPE OR PRINT)**

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### CATEGORY TYPE

(Please select only those that apply to your company.)

<input type="checkbox"/> Association	<input type="checkbox"/> Logistics
<input type="checkbox"/> Business Solutions	<input type="checkbox"/> On-Board Vehicle Electronics
<input type="checkbox"/> Cab & Controls	<input type="checkbox"/> Moving & Storage
<input type="checkbox"/> Chassis and Brakes Systems	<input type="checkbox"/> Safety
<input type="checkbox"/> Corrosion Control	<input type="checkbox"/> Security
<input type="checkbox"/> Drivetrain Components	<input type="checkbox"/> Service Providers
<input type="checkbox"/> Driver Analytics	<input type="checkbox"/> Software/Technology
<input type="checkbox"/> Electrical	<input type="checkbox"/> Sustainability & Environmental Technologies
<input type="checkbox"/> Electronic Logging Devices (ELD)	<input type="checkbox"/> Tire & Wheel
<input type="checkbox"/> Engine	<input type="checkbox"/> Trailers, Bodies & Material Handling
<input type="checkbox"/> Executive Recruiter	
<input type="checkbox"/> Financial Services	
<input type="checkbox"/> Fleet Maintenance Management	
<input type="checkbox"/> GPS Truck Wash & Equipment	
<input type="checkbox"/> Heavy-Duty Trucks	
<input type="checkbox"/> Light- and Medium-Duty & Specialty Trucks	

# Contract Provisions

## EXHIBIT OBJECTIVE

MSC Annual's Exhibition is designed to provide the commercial vehicle industry a technical marketplace for goods and services that improve equipment, its maintenance and maintenance management. The Exhibition facilitates the exchange of technical information about new products, equipment, services and management techniques that are of interest to all segments of the commercial vehicle industry.

## DEFINITIONS

(1) "The Conference" or "MSC" means the Moving & Storage Conference of American Trucking Associations, Inc. and its authorized agents and representatives acting within the scope of their authority. "Exhibitor," as used in these rules, means any person or company exhibiting in the 2023 Moving & Storage Conference Exhibition.

(2) Decision of The Council in interpreting these rules shall be final.

## SPACE ASSIGNMENTS AND RESERVATION DEADLINES

(3) Although the Exhibitor is required to indicate six (6) booth preferences, The Conference will assign booth requests on a first-come, first-served basis based on the envelope postmark or MSC "Date Received" stamp, and number of booths requested. Exhibit space will not be assigned until full payment is received.

(4) The Council reserves the right to reassign booth space at its own discretion as it deems necessary after the contract has been signed. Companies that exhibited in 2022 have exclusive first option to reserve choice MSC exhibit space in Orlando. After October 7, 2022, all exhibit space contracts and requests for space will be accepted and assigned on a first-come-first-served basis. Previous member exhibitors, members, non-members, and new exhibitors are welcome to reserve space at this time. Exhibit space assignments will take place within seven (7) days after receipt of booth space application and exhibitors will be sent an email confirmation of their booth locations. Information on accessing the online *Exhibitor Services Manual* will be emailed to you in December, and posted on MSC's event webpage, following this process. Exhibit space will be assigned by prior exhibitor and member status, the date the contract with payment is received at MSC and the amount of exhibit space requested. No exhibit space is guaranteed. The way to reserve the best exhibit space for your company is to respond before the deadlines.

## PAYMENTS

(5) In applying for space, Exhibitor will pay the space cost in accordance with validation regulations appearing in this contract. Only the company name listed on this contract is considered an official 2023 MSC Exhibitor. Exhibiting company must have at least one individual who is a member of MSC and/or itself be an ATA member company both at the time the booth contract is executed and at the time the event in question is held in order to qualify for the member rate; otherwise, it will be charged the non-member exhibit booth rate. For space reservations below 400 square feet, payment is due at the time the exhibit contract is submitted. For space reservations 400 sq. ft. and more, partial payment of 50 percent of booth fees is due at the time the exhibit contract is submitted. Exhibitor's booth reservation will be held until December 1, 2022. To keep its reservation, Exhibitor must pay the full balance by December 1, 2022. In the event of cancellation or downsizing by Exhibitor at any time, MSC shall have the right to rent the space to anyone else, and the right to retain amounts already received as liquidated damages. If MSC is unable to rent the cancelled or downgraded space, exhibitor shall pay MSC any balance due on this contract.

## CANCELLATIONS

(6) Cancellations or downsizes must be in writing and an original document delivered to the MSC/ATA Offices in Washington, DC. No refunds will be given unless all exhibit space is rented. Any amount paid in advance by the Exhibitor may be refunded by MSC according to the following schedule:

### Written cancellations received:

Prior to December 1, 2022	50% refund of total space fees
After December 1, 2022	No Refunds, No Exceptions.

Cancellation fees will not be applied to any other past, present or future charges incurred by Exhibitor and are non-transferrable. Exhibitor shall also forfeit all exhibitor privileges, including, but not limited to:

- Exhibitor Only Badges (paid and complimentary)
- Access to sponsorships and advertising opportunities

**Upsizing:** At any time after signing the original Contract, Exhibitor may enter into a new contract for larger space, subject to availability. All monies paid will be applied against the new space contract.

**Downsizing:** The amount of space reserved may be reduced by Exhibitor by giving written notice to MSC, subject to the following:

- On or before December 1, 2022 — Exhibitor may pay full amount applicable to the original Contract price, which may be applied against the reduced space. Any remaining amounts previously paid by Exhibitor will be refunded.
- After December 1, 2022 — Exhibitor must pay 100 percent of the original Contract price, which may be applied against the reduced space. Any payment in excess of the cost of the new space is nonrefundable.

## INSTALLATION AND DISMANTLING

(7) The following is the Exhibit Schedule for MSC's 2023 Exhibition (schedule is tentative, subject to change at MSC's discretion):

<b>Installation:</b>	Thursday, February 23, 2023	8 am - 5 pm (Vehicles only by appointment.)
	Friday, February 24, 2023	8 am - 5 pm (Vehicles only by appointment.)
	Saturday, February 25, 2023	8 - 5 pm All Exhibitors move-in
	Sunday, February 26, 2023	8 am - 5 pm All Exhibitors move-in
	Monday, February 27, 2023	8 am - Noon Limited to booth displays of 400 sq. ft or smaller! <b>NO SETUP PERMITTED AFTER NOON.</b>

NOTE: Monday move-in is only permitted for exhibits 400 sq. ft. or less. No move in is permitted after Noon on Monday. All exhibits should be set and show ready by Noon, Monday, February 27, 2023.

<b>Dismantle:</b>	Wednesday, March 1, 2023	12:30 - 5 pm
	Thursday, March 2, 2023	7 am - 3 pm

NOTE: All exhibit materials must be removed from the exhibit hall by no later than 3 pm on Thursday.

## BOOTHS AND EQUIPMENT

(8) Inline booth space includes 8' back drape, and 3' side drape and one 7" x 44" ID sign (with one line of copy, consisting of company name and booth number), as specified in the official Exhibitor Services Manual. All other furnishings, equipment, facilities, etc., will be provided by Exhibitor at his/her own expense and responsibility. **NOTE: Exhibitor is required by show management to carpet (or cover with acceptable flooring) its entire booth space.**

## USE OF BOOTH

(9) All demonstrations and exhibits must be confined to the contracted space. There is no solicitation allowed outside of the contracted exhibit space. No Exhibitor shall assign, sublet, or share the allotted Exhibit space with another company unless approval has been obtained in writing from MSC. Violation of this Conference regulation may be construed as justifiable cause for the immediate removal of Exhibitors display without refund or further compensation to the Exhibitor. Monetary transactions are prohibited within exhibit booths during the MSC Exhibition.

## EXCLUSION

(10) MSC shall have the right to exclude, remove at Exhibitor expense, or to require modification of any display or demonstration which, in its sole discretion, it considers unsuitable, illegal, in violation of copyright, patent or trademark law, and/or not in keeping with the character of the Exhibition. MSC shall have the right to demand modification of the appearance of dress of persons or mannequins used in connection with displays or demonstrations. If Exhibitor refuses MSC's demand, MSC reserves the right to exclude or remove, at Exhibitor's expense, the entire display or demonstration without refund or further compensation to the Exhibitor.

# Contract Provisions (continued)

## MATERIAL HANDLING AND LABOR

(11) The Freeman Companies is the Official General Contractor for MSC's 2023 Exhibition. They will coordinate the material handling and labor requirements for exhibitors in Orlando. Freeman and MSC will produce and deliver the "Exhibitor Services Manual," outlining procedures for shipping, ordering furniture and carpet and many other show services.

(12) The Orange County Convention Center does not have the ability to receive and store exhibitor materials prior to the scheduled move in time. Advanced shipments should be sent directly to the Freeman Warehouse in Orlando to be delivered on the first day of the scheduled move-in. Shipping information will be included in the Exhibitor Services Manual.

## AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

(13) Exhibitor agrees to use its good faith efforts to ensure their company complies with the requirements of the ADA, its regulations and guidelines. Exhibitor further agrees to indemnify and hold MSC/ATA, its officers, directors, affiliates, agents and employees harmless from and against any and all claims and expenses, including attorneys fees and litigation expenses, that may be incurred by or asserted against MSC/ATA, or its officers, directors, agents and employees on the basis of the Exhibitors noncompliance with any of the provisions of the ADA.

## SECURITY

(14) TMC shall provide security guard service throughout the hours of move in, show and move out, and will exercise reasonable care for the protection of the Exhibitors materials and display. Beyond this, MSC/ATA, the Orange County Convention Center, or any officer or staff member thereof will not be responsible for the safety of the property or person of the Exhibitor, his/her agents, or employees, from theft, damage by fire, accident, or any other cause. Exhibitor is required to provide all insurance or policy riders to cover all Exhibit Booth contents.

## LIABILITIES

(15) The relationship between MSC/ATA and Exhibitor shall be that of independent contracting parties and this Agreement shall not be construed as creating a partnership, employer-employee relationship, joint venture or agency between MSC/ATA and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless and defend MSC/ATA, its officers, directors, affiliates, agents and employees, and the Orange County Convention Center from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest and attorney's fees) which MSC/ATA or the Orange County Convention Center may incur, suffer, be put to pay or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission by Exhibitor or any of its employees, servants or agents. Exhibitor further agrees that MSC/ATA and the Orange County Convention Center and their respective agents and employees shall not be responsible in any way for: (i) damage, loss or destruction of any property of Exhibitor or (ii) injury to Exhibitor or its representatives, agents, employees, licensees or invitees.

## GENERAL LIABILITY COVERAGE

(16) As a standard requirement, all show exhibitors need to carry general liability coverage from an insurance company in good standing with minimum policy limited of \$1,000,000 per occurrence and \$2,000,000 aggregate. This insurance must be in force during the lease dates of the event, 2/23 - 3/2, 2023, naming American Trucking Associations (80 M Street, SE, Suite 800, Washington, DC 20003) as the certificate holder. The additional insureds must read as: American Trucking Associations, Moving & Storage Conference, Freeman, evenLink and Orange County Convention Center. Forward a copy to [ataexhibits@trucking.org](mailto:ataexhibits@trucking.org).

## ADMISSIONS

(17) The Conference will have sole control over all admissions of all persons to exhibit including Exhibitor personnel and/or registrants, according to the Rules and Regulations of the exhibition as issued or amended (with or without advance notice) by authorized representatives of The Conference. MSC makes every effort to attract the maximum amount of attendees to its exhibit, but does not guarantee specific volumes or levels of attendance.

## RESTRICTION OF ROOM ASSIGNMENTS & USE OF HOSPITALITY SUITES

(18) Exhibitor agrees that The Conference has sole control over the assignment and use of such rooms or suites at the convention center, host and overflow hotels during the period of The Conference's Exhibition. In order not to diminish attendance at exhibit or scheduled business functions of MSC General Meetings, MSC prohibits hospitality suites, rental of meeting hotel space, use of bartenders, musicians, or hotel staff for business/entertainment functions at the host hotel(s) or sponsorships, or to otherwise engage in organized offsite activity/entertainment in or out of the hotel/convention center at any time during the general meeting and exhibit period. A hospitality

suite is considered any area of a hotel (sleeping room, hospitality suite/parlor or meeting room) where business/entertainment is conducted to further the business interests of the company/persons renting the hotel accommodation. Such activities are a violation of MSC regulations and said company/individual's membership, meeting attendance and/or exhibition privileges are subject to cancellation. The general meeting period is defined as the first day of the General Meeting through General Meeting adjournment each day as defined in the meeting program. Members may invite friends to their rooms or suites for refreshments or dinner during periods when no regular MSC function is scheduled, providing the above policy is not abused. Formal or printed invitations for entertainment/business sessions at the contracted hotels held during the general meeting period are prohibited. Special events may be approved at the discretion of ATA/MSC.

## RULES AND REGULATIONS

(19) Exhibitors will abide by all other provisions of the said "2023 Exhibit Policies and Procedures." Exhibitor further agrees to adhere to all fire, utility, and building codes and regulations and all other regulations of governmental agencies and the facility. All drapes and decorative material will be flameproof.

## LIVE OR RECORDED MUSIC

(20) Exhibitors wishing to have either live or recorded music must submit to ATA/ MSC either evidence of ownership of such music or copyright license agreements permitting the use of such music. In the absence of such agreements, the performance of live or recorded music is prohibited. EXHIBITOR AGREES TO INDEMNIFY ATA/TMC FOR ANY LIABILITY ARISING FROM THE UNLICENSED PERFORMANCE OF SUCH MUSIC.

## DISPLAY HEIGHT AND WIDTH REGULATIONS

(21) MSC subscribes to IAEE (International Association of Exhibitions and Events) Guidelines with regard to width and/or height of backwall structures; also the use or placement of display signs or independent units that are part of but not necessarily attached to a backwall unit. The entire cubic content of the space of an island booth may be used up to the maximum allowable height, which is usually a range of 16' to 20', including signage. Display Heights: Island - 16' from ground, top of hanging sign at 20'. Linear - No display may extend above 8' high, perimeter booths may extend to 10' high.

## COUNTERFEITING

(22) MSC considers the display and/or sale of counterfeit products as dangerous and likely to damage MSC's reputation. An exhibitor may not show either any counterfeit products, or another manufacturer's products that have been purchased or taken from a distributor or another manufacturer without appropriate licensing or permission from the original manufacturer, or any products which are deemed by MSC Show Management in its sole discretion to be deceptively or illegally marketed. Exhibitors who display products on the show floor or offer products in their catalogues displayed at MSC's exhibition that are found to violate a patent or trademark will face sanctions by MSC Show Management. Sanctions are up to the Show Manager and may include closing the booth, together with a ban from the show and loss of seniority privileges and other sanctions as deemed appropriate by MSC Show Management. MSC is confident that all of our exhibitors seek to maintain the highest standards of compliance with United States law and industry standards. If you have any questions concerning MSC rules, regulations and compliance procedures on this, or any other matter prior to the show, please contact Dan Duggan at (703) 838-1756. On show site, please contact Dan Duggan at either the MSC Show's Manager office or the MSC Registration Desk.

## EXHIBITOR SERVICES MANUAL

(23) MSC, Freeman Decorating Company and the Orange County Convention Center have joined forces to prepare the Exhibitor Services Manual (ESM) for each exhibitor participating. The ESM will contain information on how to order furniture, mandatory flooring, labor, electrical hookups and audio-visual services for the show, and will contain personnel registration and other information. As in the past, the ESM will be accessible to all exhibitors online in December 2022.

## PRODUCT DISPLAYS OUTSIDE EXHIBITION AREAS

(24) Product displays in hotel or convention center parking lots or within a member's or a member company's rented hotel room are prohibited during the general meeting period, unless officially approved as part of MSC's Exhibition. Violation of this policy will subject the member and/or company to action by MSC's Board of Directors. Violation of said policy may be cause for cancellation of membership and exhibition privileges.