

# NABSTMC Exhibitor Agreement

Jacksonville, Florida July 31 – Aug 4, 2019 (Conference Begins Wednesday July 31, 2019)

In order to guarantee listing in the program, contracts must be submitted by **MAY 31, 2019!**  
Exhibitor Space will be prioritized by receipt of Exhibitor Agreement with payment.

Location : Jacksonville Hyatt Regency Hotel [www.nabstmc.org](http://www.nabstmc.org)

Vendor Chair Person: Nick "BigGuy" Harrison [VENDORREP55@GMAIL.COM](mailto:VENDORREP55@GMAIL.COM)

### Company Information

\*This information, exactly as written, will appear in NABSTMC Event Journal\*

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_  
Website \_\_\_\_\_

### Communication information

Contact Person \_\_\_\_\_  
\* Phone \_\_\_\_\_ (if different from Company Information)  
\* E-mail \_\_\_\_\_ (if different from Company Information)

Mailing address (if different) \_\_\_\_\_  
\_\_\_\_\_

	Order Options <i>(Space is limited, rates subject to change after March 15, 2019)</i>	Cost	Qty	Total\$
<b>BASIC BOOTH PACKAGE</b> Each booth includes, two 8' skirted table, 2 Chairs, 2 wristbands.	Booth Selection 10'w x 10'l 10'w x 20'l 20'W x 20'l 20'w x 30l (indicate space desired)			
	Extra Exhibitor Wristbands (2 free for per booth purchased) Add \$15/each per additional wrist band			
	<i>2018 Exhibitor discount - less 10%</i>			
	<b>Sub-Total Booth Costs</b>			
<b>Event Sponsorship Opportunity <i>(The Deadline for Ad submissions Is Friday May 31, 2019)</i></b>				
<b>BASIC BOOTH RATES</b>  1. 10'W x 10'L \$200 2. 10'W X 20'L \$400 3. 20'W x 20'L \$800 4. 20'W x 30'L \$1000 5. Semi-Trailer \$2000	Send high resolution .jpeg to <a href="mailto:orlandobsmc@gmail.com">orlandobsmc@gmail.com</a> Questions? Call Journal Chairperson Manny "DJ Man" McDuffie 740-675-2762			
	We have two sponsorship tiers, and hopefully there is one that will fit your company's budget. <u>Vendor will have standard Company Name listed in Event Journal, if submitted prior to May 31, 2019.</u>			
	Color Ad, 1/2 page-horizontal, 7 5/16" x 4 7/8h"	\$450.00		
	Color Ad, full-page, 7 5/16w" x 10 1/4h"	\$800.00		
<b>GRAND TOTAL</b>				

Payment: Visa MasterCard Amex Disc. Check (payable to NABSTMC)  
 Name on card \_\_\_\_\_  
 Number \_\_\_\_\_ Exp. \_\_\_\_\_ CVV2 \_\_\_\_\_  
 Billing address (if different from above) \_\_\_\_\_ (3 digits on back)  
 \_\_\_\_\_  
 Cardholder's signature (required) \_\_\_\_\_ Date \_\_\_\_\_  
 Please charge balance shown on due upon receipt of agreement.  
Note: Charge will appear from NATIONAL ASSOCIATION OF BUFFALO SOLDIERS/TROOPER MOTORCYCLE CLUB

Balance due by May 31, 2019

**SHOW HOURS**  
 JUL 31 – AUG 4, 2019  
 Wed. - Fri. 9am - 6pm  
 Sat. 9am - 5pm

**Mail signed Contract & Payment**  
 To:  
 Buffalo Soldiers MC  
 P.O. Box 2419  
 Fort Knox, KY 40121  
 Attn: NABSTMC 2019

**PLEASE READ AND INITIAL WHERE INDICATED**

By signing and sending this form it becomes a legal binding contract. Once this form is received, payment will be processed immediately. The contracted company has 24 hours to cancel payment in writing. After 24 hours the contracted company forfeits a percentage, up to 100% of fees paid. No alteration can be made to this contract. If you have any special needs please send separately in writing. **AGREEMENT:** By signing this agreement, I hereby agree that I have read and understood this Exhibitor Agreement, the cancellation policy, regulations and repercussions, and its terms and conditions hereof as described on the second page and further agree to abide by all rules and regulations for exhibitors, general release, and music licensing responsibility which are incorporated into this space agreement. **I understand my contract will not be processed unless I have returned this space agreement with a signature, appropriate fees, and order form by the stated contract deadline.** This agreement is not binding on NABSTMC until accepted by NABSTMC contingent upon availability of booth space. Your signature also indicates you will fully read and understand the Exhibitor Service Agreement and be responsible for any ancillary charges to our service providers should they apply. The final floor plan is contingent upon Fire Marshal approval and subject to change.

Signature (required) \_\_\_\_\_ Date \_\_\_\_\_ Printed name \_\_\_\_\_

Please retain a copy for your records

1. REFUND/CANCELLATION OF SPACE: All cancellations must be received in writing. Written cancellations received by May 15, 2019 will be refunded minus \$100 processing fee. Any cancellations received May 16, 2018 – June 15, 2019, will receive a refund equal to 50% of total booth costs. NO REFUNDS will be honored for cancelling on or after June 15, 2019. In this case, contracted exhibitors are responsible for full payment of contracted exhibit space.

2. REGULATIONS: Exhibitor agrees to abide by all pertinent City, State and Federal laws, ordinances, fire and safety codes and by all pertinent regulations for the exhibit hall as specified by NABSTMC.

3. APPROVAL OF EXHIBIT: NABSTMC reserves the right to refuse any exhibit not in compliance with the quality, dignity, safety and theme of the event, or which may be deemed unsuitable or objectionable. Merchandise and displays are subject to NABSTMC approval. Exhibitor agrees to adhere to generally accepted standards of good taste and to maintain the dignity of the event. NABSTMC reserves the right to demand the alteration, restriction or deletion of any exhibit which it deems detrimental to the dignified image or safety of the event. This reservation applies to person, conduct, things, noise, printed material or anything that may be objectionable to the event as a whole.

4. EXHIBIT CONTENT: Exhibitor agrees to provide NABSTMC with a written description of the general exhibit content and agrees not to display products, represent services or display signs which are not approved by NABSTMC, and further agrees that only new or unused products (as opposed to used equipment, for instance) will be displayed or offered for sale. Product exclusivity is not granted to any exhibiting company unless approved in writing by NABSTMC. Selling or marketing outside of your designated booth space is strictly prohibited. Use of microphones/sound amplification may constitute 'selling outside of your booth' and is at the discretion of show management.

5. EXHIBIT DESIGN: Exhibits must be designed, constructed and operated in good taste and in accordance with the guidelines of the event, which NABSTMC shall have the sole discretion to decide and approve. NABSTMC has the right to prohibit the installation or operation of any exhibit not meeting its standards of quality, or which in its sole discretion, NABSTMC deems not in the best interest of the Show. Prior written approval from NABSTMC must be issued for any variations to booth configuration guidelines.

6. EXHIBITOR MOVE-IN DEADLINE: In the event that booth(s) space is not set-up nor has the exhibitor checked in at the NABSTMC Exhibitor Counter by 4:00 p.m. prior to opening day, NABSTMC shall assume exhibitor does not intend to perform contract, and at its discretion may reassign or otherwise use the exhibit space. Note: Exceptions require prior written approval by NABSTMC by 2:00 p.m., the day preceding show opening.

7. EXHIBIT READINESS: Exhibit will be set-up, complete and clean at least one hour prior to the opening of each show day, and will be open during all published show hours, unless exhibit is approved by NABSTMC as a non-staffed exhibit. Exhibitor agrees to have personnel present during all published show hours.

8. SIGNS: NABSTMC will provide each Exhibitor with an attractive identification sign, bearing the name of the contracted Exhibiting Company and booth number. NABSTMC will have the right to cause removal of signs, which in its sole discretion are deemed to detract from the dignity of the event.

9. CASH SALES/LICENSING: Exhibitor agrees that all cash sales made during the show hours will be duly reported in accordance with the Sales Tax regulations of the State and City in which the show is held. Exhibitor further agrees to obtain and maintain any and all licensing as may be required by the state, county and/or city.

10. INSURANCE: Exhibitor and its contractor(s) shall maintain Comprehensive General Liability Insurance and Personal Injury coverage at its sole cost and expense for all of its activities at the Show, and shall have NABSTMC/KKT and any party designated by NABSTMC/KKT named as additional insureds on all such policies. Policy limits shall be at least \$1,000,000/\$1,000,000 Bodily Injury and Property Damage combined. Exhibitor and its contractor(s) shall also maintain, at its sole cost and expense, Workers Compensation Insurance for employees/staff participating in the Show, as required by law. Exhibitor warrants that by signing this Contract it has complied specifically with the insurance requirements of the Contract. Evidence of insurance coverage in the form of a valid Certificate of Insurance specifying the above coverages, including activities at the Show must be provided to NABSTMC/KKT at its request.

11. SECURITY: NABSTMC will exercise all reasonable diligence in protecting property of exhibitors, but NABSTMC will not be responsible for articles lost by fire, theft or mysterious disappearance. Exhibitor armbands should not be given to attendees under any circumstance.

12. CREDENTIALS: Credentials will be issued to a limited number of qualified exhibit attendants. Misused or transferred passes will be confiscated by NABSTMC.

13. REMOVAL OF QUESTIONABLE PERSONS: NABSTMC reserves the right to stop or remove from the show any person or persons, including exhibitor personnel, who are in violation of the Terms And Conditions of the event, or for the performance of any act or practice which, in the opinion of NABSTMC, is detrimental to the event. Expelled exhibitors shall not be entitled to any proration or refund of monies paid.

14. EXPULSION: Violation of the show rules, or failure to comply with the terms of this agreement, in the sole discretion of NABSTMC, may result in immediate expulsion from the show and NABSTMC will not issue any refunds.

15. CHILDREN NOT PERMITTED: For their safety, children under the age of 16 are not permitted on the exhibit floor during move-in or move-out. Exhibitors failing to adhere to this policy will be removed from the exhibit floor.

16. NO SMOKING POLICY: Exhibitor agrees to abide by the non-smoking policy. There will be no smoking on the show floor or in other public areas inside the facility during move-in, show days or move-out.

17. SUBLETTING PROHIBITED: Booth sharing is not permitted unless a bonafide rep relationship is established.

18. DAMAGES: Exhibitor agrees to be fully responsible for the payment of any damage charges assessed by the facility operator and/or another exhibitor(s) for failure to observe the rules and regulations for exhibit construction and operation.

19. MOVE-OUT: Is permitted through the dock doors ONLY. Further, NABSTMC, and/or the facility will have a lien upon any and all materials not removed from the exhibit hall within the time designated in show material and will have the right to remove and store such material at the expense of Exhibitor and to sell such materials as are unclaimed within thirty days with full payment of such expenses incurred for removal

and storage.

20. SPACE ASSIGNMENT: NABSTMC reserves the right to assign all space locations and to make such changes prior to, and/or during show, as management may deem necessary. The number of booths and the amount of space utilized by each exhibitor shall be determined by NABSTMC in its sole discretion.

21. PAYMENTS (US Funds Only): Exhibitors with payments due will not be permitted to move-in to the exhibit hall and failure to meet payment deadlines as set forth in this agreement will constitute breach of contract. Payments by check must be received by NABSTMC by deadline as noted in show material. Cash, cashiers check, certified check, money order or credit card payable to NABSTMC are the only forms of payment that will be accepted after the stated deadline date.

22. FAILURE TO COMPLY: Should exhibitor fail to comply in any material respect with the terms of this agreement, then all payments made prior to the time of breach shall be retained by NABSTMC as liquidated damages, and NABSTMC shall have the right to reassign contracted space without further notice or make such use of space as NABSTMC deems to be in the best interests of NABSTMC.

23. INDEMNIFICATION: Exhibitor agrees to indemnify, defend and protect NABSTMC, Management, LLC, any event contractors, the host city, and the host facility against and hold said parties harmless from any and all claims, demands, suits, liability, damages, loss or costs of whatever kind or nature which might result from any action or failure to act of the exhibitor or any of its officers, agents, employees or other representatives, including but not limited to claims of damage or loss, harm or injury to the persons or property of the exhibitor or any of its officers, agents, employees, or other representatives.

24. SHOW CANCELLATION: Should acts of God, strikes, work stoppage, or any other cause not within the control of NABSTMC make it impossible for the event to be held or the particular exhibit area to be occupied by the exhibitor, then, its officers and employees are jointly released from any and all claims which may arise in consequence thereof. NABSTMC shall determine and refund to exhibitor his proportionate share of applicable payments for exhibit space received in accord with accountable expenses incurred. In no event shall NABSTMC be liable for loss of profits, business or any other damage to exhibitor through cancellation for such causes.

25. ALTERATION OF AGREEMENT: It is mutually agreed that no amendments, alterations or variations of this agreement shall be valid unless made in writing and signed by both NABSTMC and the exhibitor.

26. AUDIO VISUAL EQUIPMENT: The use of audio visual equipment shall be allowed only with prior written approval of NABSTMC.

27. GENERAL: NABSTMC herein grants a revocable license to use the exhibit space assigned, subject to the terms and conditions set forth below. NABSTMC makes no representations or warranties except as expressly set forth herein.

28. POWER TO INTERPRET: NABSTMC shall have the full power in interpretation and enforcement of all terms and rules contained herein and such further rules and regulations as it shall consider necessary for the proper conduct and safety of the show.

29. ATTORNEYS FEES: If any proceeding or action shall be brought to recover any amount due under this agreement, or for or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this agreement, the prevailing party shall be entitled to recover from the other party, as part of prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment rendered.

30. ISSUES NOT COVERED HEREIN: The parties agree that in the event any dispute, question or problem arises during the show (including during the set-up and the move-out) which pertains to issues not specifically set forth in this agreement or in the show rules, the Event Manager or the President of NABSTMC shall rule upon any such matters or issues and any such rulings, when made, shall be binding upon both the exhibitor and NABSTMC.

31. GENERAL RELEASE: For valuable consideration received, I hereby give NABSTMC the absolute and irrevocable right and permission, with respect to photographs, motion picture film or videotape that they (or their assigned representatives) have taken of me, or in which I may be included with others, or with respect to my property or products:

(a) to copyright the same in their own name or any other name that they may choose;  
(b) to use, re-use, publish and re-publish the same in whole or part, individually or in conjunction with other photographs, film or videotape, in any medium and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion and advertising and trade, and  
(c) to use my name in connection therewith if they so choose.

I hereby release and discharge NABSTMC from any and all claims and demands arising out of or in connection with the use of the photographs, film or videotape, including any and all claims for libel. This authorization and release shall also inure to the benefit of the legal representatives, licensees and assigns of NABSTMC, as well as the persons for whom they took the photographs, film or videotape. I am over the age of twenty-one, I have read the foregoing and fully understand the contents thereof.

32. MUSIC LICENSING: NABSTMC does not assume responsibility for exhibitor's music licensing. Any music not part of the public domain that is played in exhibitor's booth space must be properly licensed. Obtaining appropriate music licensing is the sole responsibility of the exhibitor.

33. ACKNOWLEDGMENT OF RISK: I fully realize that hazardous conditions may exist with temporary carpet and/or other elements involved in the temporary conversion of a multi-use facility. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify NABSTMC, Management, any contracted service providers, the host city and host facility, their agents or employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participating in the event, including specifically but not limited to the negligent acts or omissions of NABSTMC, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to myself or to my property. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS EVENT, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST NABSTMC OR MANAGEMENT, CONTRACTED SERVICE PROVIDERS, HOST CITY AND/OR HOST FACILITY, OR THEIR OFFICERS, AGENTS OR EMPLOYEES, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

34. INSUFFICIENT FUNDS: Any check that is returned to NABSTMC with insufficient funds is subject to the current bank fee. NABSTMC does not re-deposit checks once they have been returned to NABSTMC.

Initial \_\_\_\_\_

**COMPANY PRODUCT/SERVICE:** Please provide a brief description of your company's product(s) or service(s).

**Company is contracting to offer only the products/services listed below: (Required)**

---

---

**Display requirements:** Vehicles and/or trailers used as part of your exhibit must fit within your contracted space. This includes awnings, trailer tongues, signs, banners, etc. All exhibits must adhere to Fire Marshal regulations. Final approval is at the discretion of NABSTMC Management, LLC.

#### EVENT HOST HOTEL RESERVATIONS

Exhibitors Requesting Accommodations at the NABSTMC Host Hotel (Jacksonville Hyatt Regency Hotel) must indicate intentions below. Upon receipt of Vendor Contract w/Payment you will be emailed a link that will allow hotel registration. Calling the hotel during the NABSTMC reservation block will not allow reservations to be made without a control number issued by NABSTMC.

**YES**, I WISH TO MAKE ACCOMODATIONS AT THE HOST HOTEL.  **NO**, I do not desire accommodations at Host Hotel

PLEASE SEND INFO TO (EMAIL ADDRESS) \_\_\_\_\_

*(Insure information is legible)*

## NABSTMC – SUMMARY INFORMATION

***Anticipate Exhibitor setup between Monday 29<sup>th</sup> and Tuesday 30<sup>th</sup> of July 2019***

**Event Wednesday Jul 31 – Sunday Aug 4 2019**

**(Exhibitor Space will be prioritized by receipt of Exhibitor Agreement with payment.)**

**Deadline for Contract/Payment/Sponsorship May 31 2019**

**Host Hotel Reservations can only be made through receipt of Control # from NABSTMC**



**NABSTMC NATIONAL CONVENTION  
2019**