

## Mid-Atlantic Tent Renters Association, Inc (MATRA) 2017 Conference

### TENT INSTALLERS/EXHIBITORS RULES AND REGULATIONS - Please Read and Sign Below

1. **SET-UP AND TEAR DOWN:** Exhibit space will be accessible to exhibitors for erecting displays in accordance with time and dates listed on the show schedule. Setup must be done the evening prior, or the morning of, the opening of the show, as provided by MATRA. Final preparation must be completed by the starting time on the opening day of the show. A \$100 penalty fee will be charged for any set-up or construction of exhibits after said time. Exhibitors must use only the entrances designated for setup. Removal and packing may not commence until the final day at the close of the show. Displays must be removed by date and times listed. Each exhibitor must name at least one individual to be the exhibitor's authorized agent for installation, operation and removal of the exhibit. No part of the exhibit may be removed after set up except with written permission from the show management. A \$250.00 penalty fee will be charged for any exhibit that is removed before the final tear down time.
  2. **LOCATION:** MATRA, Inc., reserves the right to determine an exhibitor's final location. The location of assigned space may be changed by the management to prevent congestion; avoid confusion in firm names; solve competitive conditions; or to benefit the overall appearance of the show.
  3. **SUBLETTING:** An exhibitor may not share or sublet any portion of their booth space with another company.
  4. **FIRE HAZARD:** All exhibit and booth materials must be flame resistant and otherwise must comply with federal, state and local fire laws, insurance underwriting requirements and other applicable site regulations. All packing containers, excelsior and similar materials are to be removed from the exhibition area upon completion of set-up and prior to the opening of the show. Exhibitors are restricted to use of materials which would pass a fire inspection.
  5. **HEIGHT RESTRICTIONS:** Exhibits, back walls, and decorations shall not exceed 8 feet. Permission must be obtained from show management to exhibit equipment which exceeds the height restrictions.
  6. **LOUD SPEAKERS AND SOUND DISPLAYS:** Loud speakers and loud sound displays are prohibited. Exhibitors must receive advance permission from show management to exhibit any type of sound display.
  7. **NON-CONFORMING EXHIBITS:** MATRA, Inc., reserves the right to refuse any exhibitor which does not, in show management's judgment, conform to the general theme of the show.
  8. **SOLICITATION:** Exhibitors are prohibited from soliciting business in the aisles or in other exhibitor booth areas. Samples, pamphlets, publications and catalogs, etc., may only be distributed by exhibitors from within the confines of their own booth area. Exhibitors must obtain prior permission from the show management to conduct any other type of promotional activities during show hours.
  9. **MISCELLANEOUS:**
    - (a) Serving alcoholic beverages by exhibitors in any part of the show premises is prohibited.
    - (b) Booths should be attended by the exhibitor during all show hours, in their own best interest.
    - (c) **Absolutely nothing** may be taped to the tent structure.
    - (d) Electrical cords may not be run along facility floor in customer traffic walkways.
  10. **SIGNS AND NOTICES:** All signs and notices shall be professionally lettered and any sign or notice which does not conform to the above shall be removed immediately.
  11. **SECURITY AND LIMITATIONS OF LIABILITY:** Show management will engage security guards but nevertheless assume no liability for loss damage from any cause whatsoever. Exhibitor understands and agrees that said security personnel are independent contractors and that any such security is provided by MATRA, Inc., solely as a courtesy. Exhibitor further agrees that MATRA, Inc. shall incur no liability and/or responsibility resulting from the acts or omissions of such security personnel. MATRA, Inc. shall not be responsible for injury that may occur to an exhibitor or his employees, nor for the safety of any exhibit against theft, fires, accident or any other cause of damage. If an exhibitor damages the building, he shall reimburse the owners of the building for the cost of repairing the damage. MATRA, Inc., shall cooperate fully at all times but shall not be responsible for (a) damage to exhibitors' property, lost shipments either coming in or going out, moving costs; or (b) any damage loss, delays, etc. Any damage to transported property is solely exhibitors' responsibility. **PLEASE SEE PAGE TWO FOR NEW INSURANCE INFORMATION APPLICABLE TO TENT INSTALLER/ EXHIBITORS.**
  12. **BREACH OF CONTRACT:** If an exhibitor cancels for any reason whatsoever with a signed contract, they shall be held liable for the full amount of the booth cost. They shall also forfeit all monies which have been paid to reserve the space and be liable for the full cost of the space. The exhibitor will also be liable for all costs incurred by management in consideration of the exhibitor including, but not limited to, tables, coverings, skirting, chairs, signage and exhibitors listings in advertising placed on behalf of the exhibitor. **NO REFUNDS WILL BE ISSUED.** Show management will also have the right to use the space as it deems necessary to eliminate blank spaces in the show.
  13. **CANCELLATION:** In the event the show is not held for any reason beyond the control of show management, MATRA, Inc. will return to the exhibitor all monies paid for space rental less the exhibitors' pro-rata share of show management's out-of-pocket expenditures for production of the show. Should the show not be held for any other reason, all monies paid by the exhibitor for booth rental will be refunded within a 90 day period. In either of the foregoing situations, exhibitor hereby waives any claim of damage, compensation or refund of money paid to MATRA, Inc., except to the extent agreed to above.
  14. **UNETHICAL CONDUCT:** Unethical conduct or any infraction of the rules by the exhibitor, his agents or employees will subject the exhibitor to exclusion from the exhibitor area. In the event of such exclusion, it is agreed that no refund shall be made to the exhibitor and MATRA, Inc., shall not be liable for any damages or expenses incurred by the exhibitor as a result of each exclusion.
  15. **DISPUTE RESOLUTION:** Any and all matters, questions and/or topics not specifically discussed or addressed in the foregoing Rules and Regulations shall be subject to the decision of show management, which decision shall be final.
  16. **AGREEMENT TO TERMS:** By erection of exhibit, exhibitor expressly consents to and accepts the foregoing Rules and Regulations and represents that full compliance therewith has been made by exhibitor.
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**NEW INSURANCE REQUIREMENT FOR TENT INSTALLERS/EXHIBITORS  
SPECIFIC TO MOHEGAN SUN FOR THE TENT SHOW 2017**

It is a requirement of all Tent Installers/Exhibitors to provide their Certificates of Insurance (COI) with the following additionally insured language provided by the Mohegan Tribal Gaming Authority (MTGA). It has been made clear to MATRA that under no circumstances will a tent be permitted to be installed without the proper COI on file.

*Service Provider shall carry the following insurance with insurance companies licensed to do business in the State of Connecticut and Satisfactory to MTGA for the following:*

(i) Commercial General Liability Coverage in the amount not less than Two Million Dollars (\$ 2,000,000), which shall include errors and omissions coverage of at least \$2,000,000 per occurrence;

(ii) *Property Damage Liability in the amount of One Million Dollars (\$ 1,000,000) for damages to the property naming MTGA & the Mohegan Tribe of Indians of CT as additional Insureds as well as each of their affiliates along with a Waiver of Subrogation on behalf of the additional insureds and (iii) Workers Compensation insurance with Statutory limits and Employers liability insurance with limits of liability of at least One Million Dollars (\$ 1,000,000) containing a Waiver of Subrogation in favor of MTGA: and all other legally required insurance coverage of similar character for Service Provider. (iv) **additional insured with a Waiver of Subrogation reading as follows:** Mohegan Tribal Gaming Authority, Mohegan Tribe of Indians of CT, employees and agents, and each of their respective parent companies, the subsidiary, related and affiliated companies of each are Additional Insureds on a Primary and Non-Contributing basis. A Waiver of Subrogation applies in favor of the Additional Insureds.*

**Please note:** Certificate Holder should Read:

*Mohegan Tribal Gaming Authority  
Mohegan Tribe of Indians of CT  
Attn: Mary Lou Morrisette  
1 Mohegan Sun Blvd  
Uncasville, CT 06382*

**ALSO NOTE:** Tent Installers/Exhibitors are also required to purchase, or already have in place, adequate insurance coverage against the risks outlined in **Paragraph 11** regarding these risks on equipment and exhibits with their insurance carrier. A certificate naming Mid-Atlantic Tent Renters Association, Inc., as additional insured must be sent to MATRA (P.O. Box 9826, Wilmington, DE 19809). Extended public liability insurance is also advised for the exhibitors' protection.

**One** Certificate of Insurance may be presented naming **both** additionally insured as outlined above. The Certificate of Insurance may be sent directly to the MATRA office by your carrier, emailed directly to Sue Werb, CSEP at [swerb@tteam.org](mailto:swerb@tteam.org) , or sent via FAX to the number below. The MATRA office will forward all Certificates of Insurance to MTGA. The Certificate of Insurance is **due to the MATRA office on or before Friday, October 20, 2017.**

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*The undersigned represents that he/she is fully authorized to execute and complete this Agreement. The undersigned also understands and agrees to the Rules and Regulations of this Contract.*

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

Exhibitor Authorized Signature \_\_\_\_\_ Print Name \_\_\_\_\_

FAX to: 302-234-0274

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