

Kites, Toys and Innovation
Since 1983

**EXHIBITOR PROSPECTUS
AND CONTRACT**

KTAI

Kites, Toys and Innovation
Since 1983

Presented by **Kite Trade Association International**
28th Annual Trade Show and Convention

Las Vegas, Nevada

January 25-27, 2016

(Exhibitor Setup January 25th)



Tuscany Suites & Casino

255 E. Flamingo Road

Las Vegas, NV 89169

Reservations: Online www.tuscanylv.com OR

877-887-2261 (KTAI Group Code: 13X3UW)

28th Annual Trade Show and Convention

Schedule

Monday - January 25

- Exhibitor Set-Up

Tuesday - January 26

- Exhibitor Strut
- Trade Show

Wednesday - January 27

- Exhibitor Strut
- Trade Show
- Exhibitor Tear-Down

Exhibits

Set Up:

Mon- January 25, 2016
9:00 am - 10:00 pm

*If more time is needed please
contact Show Management.*

Tear Down:

Wed - January 27, 2016
4:00 pm - 11:30 pm

Trade Show Hours

Tue - January 26, 2016
10:00 am - 5:00 pm

Wed - January 27, 2016
10:00 am - 4:00 pm

Booth Sharing

*If you are interested in sharing
a booth, please contact the
Association Office.
800-243-8548*

Booth Space Assignments

For returning exhibitors space assignments will be made on a point basis. Please refer to the attached "Preferred Exhibitor Status" list to determine your points in comparison to other Exhibitors. Each exhibitor will be contacted beginning with the company with the most points. That company will have their choice of booths and the process will continue until all past exhibitors have been contacted. On July 30, 2015 the remaining booths will be sold on a first come, first served basis. Each booth reserved must include a completed, signed contract and a 50% nonrefundable deposit on each booth selected. If a selected booth(s) is not secured with the contract and 50% deposit within two weeks of selection, the booth(s) will be forfeited and returned to the pool of available booths.

All booth space will be assigned on a linear (in-line, contiguous) fashion. The booths may be assigned in either a single or double line as long as all of the exhibitors' booths are in the same row, as long as that type of space is available. After all of the larger existing space has been assigned, then an exhibitor may bridge isles, but no physical product or display may actually cross over the public walking space.

Points will be based on 5 points per year exhibited and 2 points per booth, per year (or fraction thereof if sharing a booth). Exhibitors that do not exhibit two years in a row will lose their points.

Booth Location & Sizes

The Show Management reserves the right to alter the location of booths shown on the official floor plans as it deems advisable and is in the best interest of the Exhibition; however, no change of location will be made without full discussion with any exhibitor affected by such changes.

There will be booths available with dimensions of 8' deep by 10' wide and a limited number of booths that are 10' deep by 10' wide. Each booth will have an 8' high back drape and either 8' high side drape, or 3' high side drape and 1-Tele rod for the front of each booth. Each booth will have a 6' long skirted table, two chairs, a wastebasket and an identification sign. Each booth also includes registration for two (2) people for the entire Convention, Trade Show and Awards Banquet.

Booth Pricing & Deadlines

An additional \$60 will be added to the cost of end cap booths. End cap booths are defined as booths with access from more than one aisle.

All booth prices are for KTAI members only. If you wish to exhibit at the Annual Kite Trade Show but are not a member of KTAI, please contact the Association office for non-member pricing.
800-243-8548 / 541-994-9647

<u>Booth Size</u>	<u>First Booth</u>	<u>Additional Booths</u>	<u>Additional Personnel</u>
8' x 10'	\$760	\$720 ea.	\$60 ea.
10' x 10'	\$950	\$900 ea.	\$60 ea.

- Late Fee of \$100 if balance is paid after 10/15/2015.
- Each booth price includes complete registration for 2 people
- An end cap is defined as a booth with access from more than one aisle.

If booth is not secured with the contract and 50% per booth deposit within two weeks of selection, the booth will be forfeited and returned to the pool of available space.

28th Annual Trade Show and Convention

Liability & Insurance

The Show Management will take reasonable precautions to safeguard the exhibitors' property, however, the Show Management will not be liable for loss or damage to property of the exhibitors or their representatives or employees from theft, fire, accident or any other cause beyond its control. Exhibitors are advised to insure themselves at their own expense against property loss or damage and against liability for personal injury. The exhibitor shall indemnify the Show Management against, and hold it harmless from, negligence of the exhibitor or in connection with the exhibitor's use of display space. Show Management's liability for injury to persons or loss or damage to property shall be limited to such as may be caused by its sole or gross negligence. KTAI requires all exhibitors to carry insurance for the Show.

Use of Space

Exhibitors must limit their activities and confine their displays to the space for which they have contracted. Literature must be distributed only from the confines of the Exhibitor's booth. Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to a nearby Exhibitor's booth is prohibited including noise, lights or electronic displays, which project too much sound. For licensing purposes, any music played in the booth will be the responsibility of the exhibitor.

Admission

No exhibitor shall assign, sublet, or share the whole or part of the space allotted without the consent of Show Management and approval of the terms thereof. No exhibitor is permitted to show goods other than those manufactured or handled by them in the regular course of business. No firm or organization not assigned space in the exhibition hall will be permitted to solicit business in any manner within the exhibit hall.

Direct Selling

KTAI shall have sole control over all admission policies at all times. Suppliers that do not have booths MAY NOT DISTRIBUTE MATERIAL OR DISPLAY PRODUCTS either in the Trade Show, in any area of the hotel or on the demonstration field. Badges must be worn at all times. Badge swapping among exhibit personnel or attendees is strictly prohibited. In the event that an exhibitor engages in on-location transactions, the exhibitor will be responsible for complying with all federal, state and local laws that may pertain to such sales.

Sponsorships

Exhibitors have the option to be a sponsor during the Convention and Trade Show. Your exhibitor confirmation packet will contain more information.

Hospitality Suites

No suppliers will be allowed to operate a hospitality suite if they are not registered to exhibit at the KTAI Trade Show. Hospitality suites cannot be open during any part of the KTAI Convention and Trade Show hours.

Tuscany Suites and Hotel

255 E. Flamingo Road | Las Vegas, NV 89169

Reservations: Online www.tuscanylv.com OR 877-887-2261 (KTAI Group Code: 13X3UW)

King: \$66.08, inclusive | Check in 3:00 PM - Check out 11:00 AM | Friday/Saturday rate: \$122.08, inclusive

Includes: Wi-Fi, work desk, kitchenette, state-of-the-art fitness center, business center, four restaurants and four bars!

Removal of Exhibits

No exhibits may be dismantled before the official closing of the Trade Show at 4:00 pm on Wednesday, January 27, 2016.

Shipping & Storage

Information on shipping and storage will be outlined in the exhibitor's kit provided by Xpert. All exhibit materials must be shipped to the address designated by Xpert. Any exhibits shipped directly to Tuscany Suites and Hotel MAY INCUR additional charges. Tuscany Suites and Hotel is not equipped to handle exhibitor packages or freight.

Exhibitors agree to ship all articles to be exhibited at his/her own risk and expense.

Please note:

To avoid Late Fees, full payment and completed contract must be postmarked, phoned or faxed by October 15, 2015.

Cancellations

Exhibitor must notify KTAI Management Office in writing of intent to cancel. A cancellation fee in the amount of the exhibitor's deposit will be charged on receipt of notice of cancellation MORE THAN SIX WEEKS BEFORE the Trade Show. A cancellation fee in the amount of Exhibitor's full Show fees will be charged on receipt of notice of cancellation LESS THAN SIX WEEKS BEFORE the Trade Show. An Exhibitor attempting to cancel on less than six weeks' notice shall owe and agrees to pay the full exhibit fees.

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Booth Information

32 Booths (10ft wide by 8ft deep)

16 Booths (10ft wide by 10ft deep)

If you choose booths 301 & 303 and want to face the isle, your space is 20ft wide and 8ft deep.

If you choose booths 301 & 202 and want to face the center aisle, your space will be 16ft wide and 10 feet deep.

Exhibitors exceeding their designated floor space will be asked to reorganize their display or pay for additional floor space.

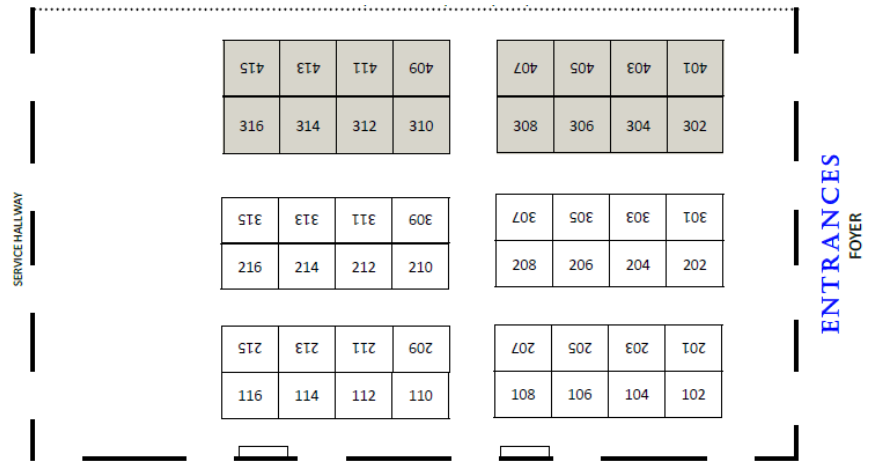


Exhibit Decorator

Electrical needs, audio/visual equipment, additional signage and additional booth furnishings are to be ordered on the forms provided in the exhibitor's kit which will be made available from the official 2016 Trade Show Decorator; **Xpert Exposition Services (XES), 6435 S. Valley View Blvd., Suite D, Las Vegas, NV 89118, Phone 702-248-8007, Toll Free 888-745-9777, Fax 702-248-8002. Identify yourself with Kite Trade.**

Height, Colors & Freight Elevator Restrictions

The ceiling height in the exhibit hall is 11.5' high. Freight elevator is 107" in length, 86" height and 54" opening; room is located on second floor. Room is carpeted in tones of brown/black and walls are beige. If you plan to exhibit product higher than the official back drape height of 8', you must contact the association office at 800-243-8548.

Exhibit Rules & Regulations

The rules, regulations, terms and conditions governing the exhibits under the auspices of the KTAI are part of the agreement for space.

Restrictions

KTAI reserves the right to reject, remove or prohibit any exhibit and/or Exhibitor if in the opinion of the Show Management the exhibit or the Exhibitor violates this agreement. No refunds will be given to any ejected Exhibitor.

Failure to Open Exhibition

In case the premises of the exhibit hall be destroyed or damaged, or if the KTAI Exhibition fails to take place as scheduled, or is interrupted and/or disconnected, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, natural disaster, emergency declared by any governmental agency, or for any other reason, this contract may be terminated by KTAI. In the event of such termination the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of KTAI shall be to return to all exhibitors their space payments, less their pro rated share of all costs and expenses incurred and committed by KTAI.

Miscellaneous

Exhibitors must be manufacturers or wholesalers of the products or services displayed. Exhibiting Manufacturers may not feature names or advertisements of non-exhibiting manufacturers unless the parent company, a subsidiary or a distributor is exhibiting. KTAI does not necessarily endorse any products or services displayed by its Exhibitors.

2016 Trade Show Contractual Terms And Conditions

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

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 KTAI Management.

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

4. EXHIBITION OF NORMAL GOODS AND LINES: Exhibitors must be manufacturers or wholesalers of the products or services displayed. Exhibitors may not feature names or advertisements of non-exhibiting companies. No exhibitor is permitted to show goods other than those manufactured or handled by him or her in the regular course of business.

5. EXHIBIT DESIGN: Exhibitors must limit their activities and confine their displays to the space for which they have contracted. No displays will be allowed outside the booth area or hanging in the aisles unless by express written permission from the KTAI Management Company. Literature must be distributed only from the confines of the exhibitor's booth. Product demonstrations in the aisles are prohibited.

6. WALKING BOOTHS: Walking booths are limited to companies supplying raw materials to manufacturers or wholesalers. These exhibitors will be charged the price of one 8x10 space. Suppliers that do not have booths may not distribute material or display products either in the trade show, outside the trade show or on the demonstration field.

7. DIRECT SELLING: KTAI shall have sole control over all exhibitor admission policies at all times. No firm or organization not assigned space in the exhibition hall will be permitted to solicit business in any manner within the exhibit hall, outside the exhibit hall or on the demonstration field. Badge swapping among exhibit personnel is strictly prohibited.

8. CHILDREN NOT PERMITTED: Infants and children under age 16 are not allowed in the show hall during setup and takedown or on Show days.

9. CREDENTIALS: Credentials/badges will be

issued to qualified exhibitors attendants. Badges must be worn at all times. Badge swapping among exhibit personnel is strictly prohibited. KTAI Management will confiscate misused or transferred badges.

10. EXHIBIT READINESS: Exhibit will be setup 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 Show Management as a non-staffed exhibit. Exhibitor agrees to have personnel present during all published show hours.

11. EXPULSION: Violation of the Trade Show rules or failure to comply with the terms of the agreement may result in immediate expulsion. KTAI Management will have the right to remove the exhibitor. KTAI will not issue any refunds in whole or in part to the ejected exhibitor.

12. LIABILITY & INSURANCE: KTAI Management will contract with reputable guards and will take reasonable precautions to safeguard the exhibitors' property. However, KTAI and KTAI Management will not be liable for loss or damage to property of the exhibitors, their representative or employees from theft, fire, accident or any cause beyond its control. Exhibitors will insure themselves at their own expense against property loss or damage and against liability for personal injury. The exhibitor shall indemnify the KTAI and KTAI Management against, and hold it harmless from negligence of the exhibitor or in connection with the exhibitor's use of display space. KTAI and KTAI Management's liability for injury to persons or loss or damage to property shall be limited to such as may be caused by its sole or gross negligence. KTAI requires all exhibitors to carry insurance for the Show at their own expense.

13. HOSPITALITY SUITES: Exhibitors hospitality suites cannot be open during any part of the KTAI Convention and Trade Show Hours. No suppliers will be allowed to operate a hospitality suite if they are not registered to exhibit at the KTAI Trade Show.

14. DAMAGE: Exhibitor agrees to be fully responsible for the payment of any damages charges assessed by the Exhibit Hall and/or another Exhibitor for failure to observe the rules and regulations for exhibit construction and operation.

15. INDEMNIFICATION: Exhibitor agrees to indemnify, defend, and protect KTAI, KTAI Management Company and Exhibit Hall 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 his 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.

16. SPACE ASSIGNMENT: The Management Company on behalf of KTAI reserves the right to assign all space locations and to make such changes prior to and/or during the Trade Show, as Management may deem necessary. The number of booths and the amount of space utilized by each exhibitor shall be determined by Show Management at its sole discretion.

17. PAYMENTS: (US Funds Only) Deposit and Final Payment. Exhibitors' failure to make payment deadline as set forth in this Agreement will constitute breach of contract. Payments must be received by KTAI Management by the balance due deadline.

18. FAILURE TO COMPLY: Should Exhibitor fail to comply in any material respect with the terms of this agreement, then all payments made to the time of breach shall be retained by KTAI as liquidated damages and KTAI shall have the right to reassign contract space without further notice.

19. REFUND/CANCELLATION: Exhibitor must notify KTAI Management Office in writing of its intent to cancel. A cancellation fee in the amount of the exhibitor's deposit will be charged on receipt of notice of cancellation MORE than SIX WEEKS BEFORE THE trade show. A cancellation fee in the amount of Exhibitor's full show fees will be charged on receipt of notice of cancellation LESS THAN SIX WEEKS before the show. An Exhibitor attempting to cancel on less than six weeks' notice shall owe and agrees to pay the full exhibit fees.

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

21. POWER TO INTERPRET: KTAI 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 Kite Trade Association International Trade Show.

22. ARBITRATION: Any controversy or claim between the parties hereto arising out of or related to the provision of this Agreement or the breach thereof, shall be settled by binding arbitration by one arbitrator selected by KTAI in accordance with the Rules of the American Arbitration Association and judgment upon the decision or award rendered by the arbitrator

may be entered in any court having jurisdiction thereof. The venue for the Arbitration shall be in the State in which the KTAI Management Company conducts business.

23. ISSUES NOT COVERED HEREIN: The parties agree that in the event any dispute, question or problem arises during the show (including setup and the move out) which pertains to issues not specifically set forth in this agreement or in the Show rules, the Show Manager or the Executive Director of KTAI shall rule upon any such matters or issues and any such rulings, when made, shall be binding upon both the Exhibitor and KTAI.

24. ALTERATION OF AGREEMENT: It is mutually agreed that amendments, alterations or variations of this agreement shall not be valid unless made in writing and signed by KTAI and Exhibitor.

25. ENTIRE AGREEMENT: This Agreement, including the Exhibitor Prospectus, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement shall be in effect. No party is relying upon warranties, representations, or inducements not set forth herein.

26. ACCEPTANCE OF FEES: This Agreement shall be effective upon execution by Exhibitor. In the event Exhibitor tenders show fees or deposit, but refuses or neglects to execute and return this Agreement, such Exhibitor shall nevertheless be bound by its provisions and shall be deemed to have read and executed this Agreement and to have agreed to it in its entirety.

*Las Vegas
Nevada*

January 25-27, 2016

(exhibitor set up, January 25)



2016 Trade Show Exhibitor Contract

Registration of one booth covers all Convention events, Trade Show and Awards Banquet for two people.

A 50% per booth non-refundable deposit must accompany this completed and signed contract within two(2) weeks of booth reservation.

Note: Members sharing booths with non-members must pay the non-member rate. For non-member rates or more information contact the KTAI offices at 541-994-9647.

If you have any questions please contact Show Management;
P: 541-994-9647 | F: 503-419-4369 | ExDir@KiteTrade.org

Mail To:

Kite Trade Association International
P.O. Box 6898, Bend, Oregon 97708-6898

Exhibitor Contract

Company

Address

City

State

Zip/Postal Code

Country

Email

Phone

Fax

8' x 10' Booths

10' x 10' Booths

First Booth

(Includes registration for 2)

___ x \$760 ea = ___ x \$950 ea =

Additional Booths

(Includes registration for 2)

___ x \$720 ea = ___ x \$900 ea =

Premium Charge

(End cap booths)

___ x \$ 60 ea = ___ x \$ 60 ea =

Additional Personnel

(Over 2 per booth, per person)

___ x \$ 60 ea = ___ x \$ 60 ea =

Total Due: \$ ___ Total Due: \$ ___

- Late Fee of \$100 if balance is paid after 10/15/2015.
- Each booth price includes complete registration for 2 people.
- An end cap is defined by a booth with access from more than one aisle.

If booth is not secured with the contract and 50% per booth deposit within two weeks of selection, the booth will be forfeited and returned to the pool of available space.

Representatives Attending

Please print name as you wish it to appear on your badge.

1. _____ 2. _____ 3. _____
4. _____ 5. _____ 6. _____

Payment Information

I am paying by: (Circle One) Check (payable to KTAI) Visa MasterCard Discover American Express

In accordance with the exhibitor regulations governing rental of exhibit space accompanying this contract, we the undersigned, hereby apply for exhibit space at the KTAI Trade Show in Las Vegas, Nevada January 25-27, 2016. We have read and agree to the Exhibitor rules, regulations, terms and conditions as printed on the KTAI Exhibitor Prospectus and Exhibitor Contract. We understand that these regulations are incorporated into this contract by reference and that this application becomes a contract when accepted and confirmed by KTAI. We understand that all deposits and/or exhibit fees are to be paid as outlined in this contract and submitted with this application.



Card Number _____ Exp. Date _____ CVN _____ Billing Zip _____

Name as it appears on card

Authorized Signature