

## **ARMY TEN-MILER TERMS AND CONDITIONS**

1. The Army Ten-Miler Fund hereafter referred as the ATM Fund, reserves all rights to the use of its name, trademarks, logo and service marks. Unless authorized in writing, use of the name Army Ten-Miler and/or its logo, trademarks, or service marks for any commercial purpose on any merchandise sales or giveaways is prohibited.

2.Exhibitor agrees that all displays must be fully set-up by 7:30AM on Oct. 10 & 11, 2025. Exhibitor agrees to be open and staffed during show hours. Failure to do so will result in forfeiture of booth.

3. The ATM Fund reserves the right to penalize or remove any exhibitor not complying with the terms and conditions, exhibiting offensive behavior or language, or distribution of items not previously approved will result in forfeiture of booth.

4.Exhibitor agrees that no refunds will be made to any exhibitor who fails to move in and take booth possession or to any exhibitor whose participation has been revoked.

5.Exhibitor agrees to contain all services, products, banners, equipment, trash, boxes etc.

within their assigned and purchased booth area. Encroaching or obstructing the aisle is prohibited.

6.ATM Exhibitors that use the ATM's decorative contractor services and the loading dock to move items in and out are subject to additional fees.

7.Helium tanks are not permitted in the Armory. Cooking or open flames are not permitted in

the Armory. Kitchen access will have to be coordinated through the DC Armory in advance.

8.Outdoor vendors are to be self sufficient and provide their own tents, sandbags, generator, garbage contains and anything else the vendor may need outdoors for a safe and successful show.

Trash/boxes are not allowed in aisles or on exhibit hall floors. At the end of each day broken down boxes may be placed outside booth for pick up. Boxes that are not broken down will not be taken.

9.Exhibitor agrees that all products and services to be given away, sold or demonstrated shall

be approved by the ATM Fund in advance of the event. Exhibitor is not authorized to sublet any portion of their allocated space and shall not exhibit any merchandise other than that specified in the booth application.

10.Exhibitor agrees that music and other noises must be kept at a low volume so as to not

disturb other exhibitors. The ATM Fund reserves the right to dictate volume levels.

11. The defacement of property by any exhibitor is strictly prohibited. If such damage should

occur, the exhibitor is liable to the damaged property's owner for the replacement value of the damaged property.

12. Products/services can be sold, displayed and sampled at the Expo. Orders for future deliveries are also permitted from all exhibitors. Seller is responsible for federal, state and municipal sales tax and for applicable business licenses.

13. All exhibitors and merchandise must be out of the Armory on Saturday, Oct. 11, 2025 no later than 11:00PM. Failure to do so will jeopardize returning to any ATM events.

14. Exhibitor is to comply with all DoD, CDC, and District of Columbia guidelines to maintain social distancing, wear a mask and any other guidelines established to safely and securely exhibit.

15. Exhibitor is responsible for their own gloves, mask(s), sanitizing wipes or any sanitary products or protective equipment needed to maintain their booth clean and safe throughout the duration of the Expo.

16.Any Exhibitor needing additional access to the building, such as kitchen access, must let the DC Armory and ATM Staff member know in advance to receive approval and access.

17. The ATM Fund will hire security and crowd personnel in an attempt to secure materials in the

exhibit hall when the show is not open to the public, however, the ATM Fund will not be liable for acts or omissions of security personnel. Exhibitor assumes all responsibility for loss, theft, or destruction of goods. Crowd personnel will be assessing DC Armory capacity and ensuring exhibitors and runners are following social guidelines.

18.Federal and local fire laws must be strictly observed. Wiring must comply with fire department and underwriter rules. Exhibitors cannot block aisles and fire exits. Decorations of paper, pine, boughs, leafy decorations or tree branches are not allowed.

19.The exhibitor assumes responsibility and agrees to indemnify and defend the ATM Fund, TBD, and the DC Armory, and their respective employees and agents against any claims or expenses arising out of the exhibition premises. The exhibitor understands that neither the ATM Fund, TBD, nor the DC Armory maintain insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such coverage if desired.

20.The exhibitor assumes all risks associated with participating in this event including, but not limited to, falls, contact with other participants, the effects of the weather, the effects and impact of the pandemic, traffic, the conditions of the road, and the danger of injury or even death, all such risks being known and appreciated by the exhibitor.

21.Exhibitors agrees to pay full balance of Expo booth in advance by 12 September. If the balance is not paid, booth(s) will go back on the market for sale and you will have the option to select a different booth. If the exhibitor cancels on or after 12 September that exhibitor will forfeit all monies paid to the ATM. 22.Floor plan subject to change. No refunds will be given if the ATM modifies its floor plan.

23.Larger booths with palletized products may require additional handling services for additional fees.

24.DC Armory's exclusive Internet and electrical provider are listed below. Please secure your needs in advance by reaching out with your request. **Electrical** : <u>DCexhibitorservices@hi-techelectric.com</u> **Wi-Fi**: https://orders.smartcitynetworks.com/ or call 1-888-446-6911 / <u>Customerservice@smartcitynetworks.com</u>

25.Exhibitors who display with a tent, must purchase a corner space and tent cannot obstruct other booths.

26.Exhibitors are to demonstrate professional and respectful behavior in person, throughout the Expo and through e-mail communications. The ATM Fund is committed to resolving any issues adequately.

27.Exhibitor understands that booth selections are not guaranteed booth locations. By submitting an Expo application exhibitor agrees to abide and agree to ATM Fund terms and conditions by default.

28.FORCE MAJEURE: The Expo booth vendor recognizes that Ft. McNair, the Pentagon and the D.C. Armory are military facilities subject to force protection requirements that change from time to time based on the threat level. Force protection requirements may result in searches of vendor personnel, supplies and vehicles. During heightened threat levels or the threat of epidemics and/or pandemics, other restrictions, such as restrictions on guests, event cancellations, and temporary closures are also possible. The vendor recognizes that force protection requirements are a recognized non-refundable risk.