



November 9-11, 2027
Miami Beach Convention Center
Miami, Florida, USA

2027 Participant Agreement and Rules (“Exhibitor Agreement”)

air cargo Americas 2027, transport logistic Americas 2027 and project cargo Americas 2027 SHOW, (the “Show”) is organized by Tradeshowlogistics.com, Inc. (TL), a subsidiary of Messe Muenchen to be held at Miami Beach Convention Center, Miami Beach, Florida, USA (“Exhibit Facility”) on November 9-11, 2027.

For purposes of this Agreement, the term “Exhibitor” shall include any company or organization participating in the Show, including but not limited to exhibitors, sponsors, and advertisers (collectively “Participants”), except where a provision expressly applies only to exhibit space or physical booth activities.

This agreement shall become binding only upon:

1. Submission of a completed application,
2. Receipt of required deposit payment, and
3. Written acceptance by Show Management. [via electronic booth confirmation notification]

All prices indicated below are net and subject to applicable tax.

Show Management reserves the right to accept or reject any application in its sole discretion.

- 1. Eligible Exhibits.** TL reserves the right to determine eligibility of any company or product to participate in the Show. TL may, in its sole discretion, refuse rental of exhibit space to any company whose display of goods or services is not, in the sole discretion of TL, compatible with the objectives of the Show. TL’s right to refuse eligibility or participation in the Show extends through the final day of Show. TL’s determination of ineligibility or non-participation in the Show shall be deemed a “cancellation by Exhibitor” for purposes of Section 7. The Exhibitor shall operate their exhibit space so as not to annoy, endanger or interfere with the rights of other exhibitors, sponsors or attendees. TL may, in their sole discretion, prohibit any action resulting in complaints from other exhibitors, sponsors or attendees and which interferes with the rights of others or exposes them to annoyance or danger. The Exhibitor’s unreasonable interference with or inconvenience to the Show, exhibitors, sponsors or attendees shall be deemed a breach of the Exhibitor Agreement.
- 2. Exhibitor Agreement.** For purpose hereof, an “Exhibitor” shall refer to the applicant that has submitted the Registration Form Exhibit Space Application and has been accepted for participation in the Show by TL. Acceptance of the Exhibitor shall be via e-mail. By the issuance of the e-mail by TL, in response to the submitted Registration Form Exhibit Space Application, this Exhibitor Agreement shall be effective (2027 Exhibitor Agreement Rules together with the Exhibit Space Application submitted with respect hereto, the “Exhibitor Agreement”).
- 3. Exhibit Rental Charge.**
 - **\$43.50** / sq.ft. raw space for all exhibitors up to **November 9, 2026**
 - **\$44.50** / sq.ft. raw space for all exhibitors **November 10, 2026 - show**
 - **\$300** fee per corner purchased
 - **Additional Services.** Turnkey exhibit package and/or other services may be offered. If the Exhibitor desires to procure services other than those expressly set forth in this Agreement, the Exhibitor shall order such services utilizing the order forms provided and shall pay invoices directly to vendors as outlined in order forms.
- 4. Co-exhibitors.** The participation of companies as co-exhibitors is subject to TL’s prior authorization. Permission to participate may be granted only if the co-exhibitor is also eligible to participate as an exhibitor at TL’s sole discretion. Co-exhibitors must be registered by the main Exhibitor and will be contacted by TL and its official contracted suppliers listed on the official website <https://transportlogistic-americas.com>. Co-exhibitors must be registered on a separate form to be sent in for TL’s approval. The registration fee **per co-exhibitor is \$500**. The registration fee will be invoiced to the main Exhibitor. For each co-exhibitor without TL’s admission, TL is entitled to demand a **penalty charge of \$750** from the main Exhibitor.
- 5. Exhibitor passes:** For the duration of the Show, each exhibitor shall receive **3 exhibitor passes per 100 sq.ft.** without additional charge. **Each co-exhibitor shall receive 3 exhibitor passes** without additional charge. The exhibitor passes should be ordered via the online registration system provided when registration opens.

6. Payment.

PAYMENT TERMS:

For applications submitted on or before **November 9, 2026**, a non-refundable deposit equal to **twenty-five (25%)** of the total balance is due at the time of submission, with the remaining balances due by **May 1, 2027**.

For applications submitted between **November 10, 2026** and **April 30, 2027**, a non-refundable deposit equal to **fifty percent (50%)** of the total balance is due at the time of submission, with remaining balances due by **May 1, 2027**.

For applications submitted after **April 30, 2027**, **100%** of the total balance is due with submission.

All balances must be paid in full by **May 1, 2027**.

Failure to meet payment deadlines may result in:

- Cancellation of exhibit space without refund
- Reassignment of booth space

Full payment, in accordance with Payment Terms outlined, is a condition of participation. Exhibitors with outstanding balances will not be permitted to:

- Access the exhibit hall
- Set up their booth
- Receive exhibitor badges

PAYMENT METHODS:

Payments may be made via wire transfer, ACH, check, or credit card.

Exhibitor is responsible for all bank transfer and ACH fees. A **3% fee** is applicable for all credit card transactions.

7. Default.

If Exhibitor fails to meet payment obligations:

- Show Management may cancel the contract without notice
- Booth space may be reassigned
- Exhibitor forfeits all payments made
- Exhibitor may be restricted from future participation

Show Management reserves the right to place Exhibitor on credit hold across all affiliated events of Messe München worldwide.

8. Reduction of space.

Requests for a change in booth size must be submitted to Show Management in writing. If Exhibitor reduces the size or configuration of its booth space after execution of this Agreement:

- Show Management reserves the right to relocate the Exhibitor.
- The Exhibitor remains financially responsible for the original contracted space as follows:
- If a request is received on or before **November 9, 2026**, TL will retain and Exhibitor is liable for a minimum of **25%** of the original space reserved.
- If a request is received on or before **April 30, 2027**, TL will retain, and Exhibitor is liable for a minimum of **50%** of the original space reserved
- If a request is submitted after **April 30, 2027**, Exhibitor shall remain liable for **100%** and the total rental amount of the original space received, including any balance due at the time the request to downsize is submitted.

9. Cancellation of Exhibitor.

CANCELLATION SCHEDULE:

If Exhibitor cancels participation:

- **25%** of the total value of the exhibit space will be retained if cancellation is made on or before **November 9, 2026**
- **50%** of the total value of the exhibit space will be retained if cancellation is made on or before **April 30, 2027**
- **100%** of the total value of the exhibit space will be retained if cancellation is made after **May 1, 2027**

All cancellations must be submitted in writing.

If the Exhibitor cancels its participation in the Show or defaults on fulfillment of the Exhibitor Agreement, such Exhibitor agrees to forfeit payments already made and agrees to pay the remaining balance due of the exhibit space rental charge unless waived by TL in writing. Any cancellation by Exhibitor must be in writing to: Tradeshow Logic at tlamericas@tradeshowlogic.com. In the event that the Exhibitor cancels its participation in the Show or defaults on fulfillment of the Exhibitor Agreement, Exhibitor agrees that TL shall have the right to take possession of the given exhibit space for any purpose, including without limitation the re-letting of such space without any rebate or refund to Exhibitor, and Exhibitor shall have no further right to use the given exhibit space. The foregoing shall not preclude TL from claims as to any further damages in this event.

10. Liability and Indemnification of Exhibitor.

Exhibitor shall assume liability and indemnify, hold harmless and defend TL, Messe Muenchen, and the Exhibit Facility and each of their respective agents, contractors, directors, and employees from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them, or other expense (including, without limitation, attorneys' fees and expenses) arising out of or relating to 1) the Exhibitor's and its agents, contractors, employees, or

invitees (collectively, the "Exhibitor Parties") use and occupancy of the Exhibit Facility or presence at the Show; **2)** the conduct of the Exhibitor Parties' business or from any activity, work, or things that may be permitted or suffered by the Exhibitor Parties in or about the Show and the Exhibit Facility; **3)** any breach or default in the performance of any obligation on the Exhibitor's (or, as applicable, the Exhibitor Parties') part to be performed under any provision of the Exhibitor Agreement or the 2027 Exhibitor Agreement Rules or the Exhibit Facility Rules; **4)** Any Exhibitor Parties' failure to comply with any applicable law or regulation **5)** any personal injury or damages to or any party, (including any other exhibitor or the Exhibit Facility) arising from the actions of any Exhibitor Party, **6)** any breach (or claimed breach) by any Exhibitor Party of the intellectual property rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally, **7)** any actions taken by TL at the request of any Exhibitor Party, and **8)** any claims brought by a third party hired by or engaged by Exhibitor. The terms of this provision shall survive the termination or expiration of the Exhibitor Agreement.

- 11. Insurance.** The Exhibitor shall maintain at its sole cost and expense and throughout the duration of the Show Commercial General Liability (the "CGL") Commercial general liability insurance, on an occurrence form, in the amount of \$1,000,000.00 per occurrence for bodily injury, death, property damage and personal injury, with extraterritorial coverage. The CGL must include coverage for premises operations, blanket contractual liability (to cover indemnification section), products, completed operations and independent contractors. Such CGL insurance shall name as additional insureds Tradeshow Logic, Messe Muenchen, the City of Miami Beach, OVG360 and the Miami Beach Convention Center, and their officers, agents and employees are included as additional insured and any additional party TL may reasonably request.

Any Exhibitor who will have a vehicle in their booth space shall maintain at its sole cost and expense and throughout the duration of the Show Automobile liability insurance, on an occurrence form, in the amount of \$1,000,000.00 per occurrence to provide coverage for any owned and non-owned vehicles used by the Exhibitor on venue premises including loading and unloading hazards. Such insurance shall name as additional insureds Tradeshow Logic, Messe Muenchen, the City of Miami Beach, OVG360 and the Miami Beach Convention Center and any additional party TL may reasonably request.

The Exhibitor shall also maintain at its sole cost and expense Workers Compensation insurance, on an occurrence form, in an amount compliant with at least the statutory minimum, for employees participating in the Show, as required by law. The Exhibitor's failure to comply with the insurance requirements in this section shall not relieve the Exhibitor of its indemnification obligations herein. The Exhibitor understands that neither TL, nor the Exhibit Facility maintains insurance covering the Exhibitor, and it is the sole responsibility of the Exhibitor to obtain such insurance. The Exhibitor must maintain property insurance covering the Exhibitor's property on an "all risk" basis at all times, including, without limitation, when (as applicable) property is stored in vaults on the Event Facility floor. Certificates of Insurance must be available onsite during the Show and must be furnished to TL or the Event Facility by the Exhibitor upon request by TL or the Event Facility.

- 12. Sublease.** The Exhibitor may not assign or sublet all or any portion of its rights hereunder without prior written approval from TL.
- 13. Installation and Dismantling by another contractor.** Each Exhibitor may provide their own exhibit furnishings and may specify their own independent contractor, referred to as an Exhibitor Appointed Contractor (EAC), for the installation and dismantling of the exhibit. This does not pertain to exclusive services in the Miami Beach Convention Center, as outlined in the Exhibitor Resources and Service Kit. Exhibitors must notify TL in writing by the published due date and using the appropriate forms provided of their intent to use the services of contractors other than those selected by TL. EACs are required to maintain and provide a Certificate of Insurance (COI) to TL. Those who do not provide a valid COI that meets all requirements of the show will not be permitted to enter or work in the exhibition hall.
- 14. Exhibits and Installation.** Target move-in dates are published in the exhibitor service manual. Installation at the Exhibit Facility will depend on the location of the exhibit space. All displays must be fully installed by the published move-in time in Exhibitor Resources. If the Exhibitor desires to install a custom booth in the exhibit space, it shall promptly (and in any event no later than [60 days] prior to the Show) provide TL detailed construction drawings showing all dimensions and orientation of such custom booth. The Exhibitor shall be responsible for the installation and removal of any such custom booth, and to the extent the Exhibitor has not removed the same in accordance with any Exhibit Facility requirements, TL shall have the right to remove and dispose of the same at the Exhibitor's sole cost and expense. A/V and electrical power is subject to and shall comply with the Exhibitor Agreement, including the policies and requirements of the Exhibit Facility for the same. For the avoidance of doubt, all electrical power will be supplied exclusively by the Exhibit Facility and shall be subject to availability at the Exhibit Facility. Display Heights and materials (including show cases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) and equipment must adhere to the Show Regulations. Contact Exhibit Management if you are considering multiple story construction.
- 15. Positioning Equipment within Exhibit Space.** Machinery may be displayed in its normal, commercial form anywhere in the booth, provided it falls within the published display guidelines for use of space.
- 16. Alteration of Location of Exhibit Space.** TL reserves the right to alter the location of exhibit spaces, at its sole discretion, in the best interest of the Show.

Show Management reserves the right to relocate Exhibitor for:

- Operational efficiency
- Floor plan optimization
- Exhibitor downsizing (see Section 3A)

Such relocation shall not result in reduction of fees.

- 17. Equipment Demonstrations and/or Entertainment.** The Exhibitor is solely liable for the operation of all displays and agrees to indemnify, defend and hold TL, the Exhibit Facility and each of their respective officers, directors, volunteers, employees, guests, invitees, and agents harmless from any and all claims of liability arising out of Exhibitor's exhibit, demonstrations and the like. All displays must operate within the regulations set in the Official Display Guidelines.
- 18. Exhibitor Functions.** Show Regulations prohibit functions being scheduled during show hours. Show Regulations also prohibit product displays in hotel suites and locations other than the Exhibitor's rented space in the Exhibit Facility. Any violation of this requirement will result in the termination of the existing Exhibitor Agreement. If the Exhibitor has a function in an official Show hotel outside of show hours, signs for that function may be placed in the public space of that hotel only. No Exhibitor signs may be placed in any other official Show hotel for any other reason.
- 19. Cameras and Filming.** Registration and attendance at or participation in the Show or TL meetings and other activities during the Show constitutes an agreement by the Exhibitor and on behalf of its employees, agents and contractors to TL's use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities. The only videotaping or electronic recording of any exhibit or equipment in the Exhibit Facility which may take place by the Exhibitor is recording his/her own exhibit or equipment upon approval of TL. Any exhibitor taking photographs or videotape of another exhibit or product is strictly prohibited, and the Exhibitor must relinquish or destroy the film or digital media upon request by TL.
- 20. Dismantling.** Exhibitors may not begin dismantling their booths in preparation for removal prior to the official published closing time and **must complete dismantling by the time published in the Exhibitor Resources provided.** Any exhibit with displays or materials left within the booth without instructions will be packed and shipped or disposed of at the discretion of TL, and all charges will be paid by the Exhibitor plus applicable administrative fees within no less than seven (7) days of receipt of the Exhibitor of the relevant invoice.
- 21. Force Majeure / Cancellation of Show.** Exhibitor agrees not to assert any claim for damages whatsoever against TL, Messe Muenchen, or the Exhibit Facility, if the Show is canceled, postponed, curtailed or abandoned due to an event of force majeure event (a "Force Majeure Event"), including without limitation war, threat of war, radioactive contamination, government retaliation against foreign enemies, federal, state or local government regulation or advisory, disasters, fire, earthquakes, hurricanes, epidemics, pandemics, accidents or other casualty, strikes or threat of strikes, acts of attendees, civil disorder, terrorist acts and/or threats of terrorism, acts of foreign enemies, failure of power supply, or any other intervening cause beyond the control of either party making it illegal, impossible or commercially impracticable to hold the Show in TL's sole discretion. Exhibitor does not thereby acquire the right to withdraw, cancel or reduce payment, nor do they have any other claims against TL, Messe Muenchen, or the Exhibit Facility, in particular claims for damages.

If TL is compelled, as a result of a Force Majeure Event to vacate one or more exhibition areas temporarily or for longer periods, or to postpone, curtail or cancel the Show, Exhibitor does not thereby acquire the right to withdraw, cancel or reduce payment, nor shall they have any other claims against TL or the Exhibit Facility, including without limitation claims for damages. Similarly, the Exhibitor cannot participate in the event due to a Force Majeure Event and if the Exhibitor is prevented from participating in the Show for a reason for which it is personally responsible the Exhibitor does not thereby acquire the right to withdraw, cancel or reduce payment, nor shall they have any other claims against TL or the Exhibit Facility, including without limitation, claims for damages.
- 22. Taxes.** All applicable federal, state, and local taxes are the responsibility of the Exhibitor and are not included unless explicitly stated.
- 23. Exhibitor Agreement Rules/Show Regulations.** TL reserves the right to make changes, amendments and additions to the Exhibitor Agreement Rules and Show Regulations at any time, and all changes, amendments and additions so made shall be binding on the Exhibitor. TL shall have the final determination, interpretation, and enforcement of all rules, regulations, and conditions governing Exhibitor in connection with the Exhibitor Agreement, provided that the Exhibit Facility shall be responsible for the application, interpretation and revisions to the rules of the Exhibit Facility applicable to Exhibitor, with respect to which Exhibitor also agrees to comply with. Exhibitor shall also comply with any requirements of the City of Miami or the State of Florida. Upon any violation of the Exhibitor Agreement Rules, Show Regulations and/or Exhibit Facility rules or any other binding rules by the Exhibitor, its agents, employees or contractors, TL is entitled to exercise all rights available to it herein, including the right to remove the Exhibitor from the Show for its duration should a violation occur prior to or during the Show. All matters and questions not specifically covered by the foregoing are subject to the discretion of TL and such determinations will be final.
- 24. Security.** Exhibitor is responsible for the security of its exhibit. Exhibitor is encouraged to budget and make security arrangements for valuable or sensitive items. None of TL or the Exhibit Facility shall be liable for any loss or damage to Exhibitor's property whatsoever.
- 25. Damage to Property.** Exhibitor is liable for any damage caused by Exhibitor or its agents, employees or contractors to building floors, walls or columns, or to standard booth equipment, or to another exhibitor's property. Exhibitor may not apply paint, lacquer, adhesives, stickers or other coating to building columns and floors or to standard booth equipment.
- 26. Booth Accessibility.** Exhibitor shall be responsible for compliance with the Americans with Disabilities Act of 1992 ("ADA") with regards to their exhibit space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at: <https://www.ada.gov/topics/intro-to-ada/> or <https://www.ada.gov/>

- 27. Limitation of Liability of TL.** TL shall have no liability to any Exhibitor Party hereunder for personal injury (damage arising from injury to life, body or health) or other damages except to the extent such injury or damage is caused by intentional or gross negligence of TL, its legal representatives or agents. Notwithstanding the foregoing, TL's maximum liability hereunder to the Exhibitor Parties shall be an amount equal up to 5 times the net exhibit space rental fee, but no more than \$100,000 (USD) per claim. In no event shall TL and its legal representatives or agents be liable to the Exhibitor Parties or any third party hired by or otherwise engaged by any of the Exhibitor Parties for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of the Exhibitor Agreement or connected in any way with the use of or inability to use the services outlined in the Exhibitor Agreement or for any claim by Exhibitor, even if TL has been advised, are on notice of, and/or should have been aware of the possibility of such damages. Exhibitor shall be solely responsible for and bear any attorney's fees and costs associated with any claim hereunder.
- 28. Entire Agreement.** This Exhibitor Agreement including the 2027 Exhibitor Agreement Rules and the Show Regulations constitutes the entire agreement between TL and Exhibitor. Any and all matters not specifically covered by the preceding terms and conditions shall be subject solely to the decision of TL Show Management.
- 29. Governing Law.** The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, United States.; the provisions of the UN-Convention for International Sale of Goods shall not apply.
- 30. Waiver of Jury Trial.** To the extent not prohibited by applicable law that cannot be waived, the Exhibitor hereby waives, and covenants that it will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any forum in respect of any disputes or claims arising connection with the Exhibitor Agreement or the subject matter hereof, in each case whether now existing or hereafter arising and whether in contract, tort or otherwise. Any party hereto may file an original counterpart or a copy of this Section 28 with any court as written evidence of the consent of each such party to the waiver of its right to trial by jury.
- 31. Dispute resolution.** In the event of any dispute arising from or in connection with the Exhibitor Agreement, TL and the Exhibitor shall first attempt to negotiate a resolution in good faith for a period of no less than 60 days. If such dispute cannot be resolved through such negotiations within 60 days as of the occurrence of such dispute, including any question regarding existence, validity or termination of this Exhibitor Agreement, shall be submitted to final and binding arbitration to be conducted in the State of Georgia by a single arbitrator in accordance with and subject to the Commercial Arbitration rules of the American Arbitration Association (the "AAA") then in effect. The arbitrator shall have no power or authority to add or detract from the agreement of the parties or to award punitive, exemplary, consequential, special, indirect or incidental damages. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction in the State of Georgia. This Exhibitor Agreement will control if there is a conflict between the terms of the Exhibitor Agreement and the AAA Rules. Language of arbitration shall be English. Notwithstanding the foregoing, TL and the Exhibitor agree that the other party shall be entitled to seek and obtain injunctive relief against the breach or threatened breach of the provisions hereof, without posting a bond, in addition to any other legal or equitable remedies that may be available. TL and the Exhibitor may seek and obtain injunctive relief in any court of competent jurisdiction in the State of Georgia.
- 32. Data Protection.** Personal data which is collected on or transmitted by the Exhibitor may be used for the fulfillment of the business purposes of TL and Messe Muenchen in compliance with the applicable law regarding the data protection. TL, and Messe Muenchen and its service partners, affiliated companies, as well as its foreign representatives are also entitled to use such personal data in order to inform exhibitors on a regular basis about the services provided by TL and its affiliated companies and foreign representatives by letter, e-mail, phone or fax. The Exhibitor shall establish the preconditions required under data protection law to enable the above uses by means of appropriate measures (e.g. obtaining consent of his employees). The Exhibitor shall be liable to TL and Messe Muenchen for damages and expenses resulting from the infringement of this obligation and shall hold TL and Messe Muenchen harmless from any third-party claims upon demand.
- 33. Communication Policy:** Exhibiting company and its designated contacts agree to receive all written and electronic correspondence from the show organizer and their representatives, including Tradeshow Logic, Messe Muenchen and official event contractors.
- 34. Disclaimer of Warranties.** Except as may be otherwise expressly set forth in this Exhibitor Agreement, TL does not make any warranty, express or implied, regarding the services to be provided by it or the Exhibit Facility, and TL hereby expressly disclaims any and all implied warranties of merchantability and fitness for a particular purpose.
- 35. Reservation of Rights.** Management reserves the right to take any action that is reasonably necessary in the sole judgment of Management for the protection of the Show and/or any Show participants, including, but not limited to, exhibitors, sponsor and attendees.
- 36. Entire Agreement; Non-Reliance.** This Exhibitor Agreement contains the entire agreement between TL and the Exhibitor. Exhibitor acknowledges that in entering into this Exhibitor Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out herein or therein.