

# TERMS, CONDITIONS, AND RULES FOR EXHIBITING IN A TAAE SPONSORED EXHIBITION 2020

For purposes below, "Management" shall mean the Texas Association For Alternative Education and "Exhibitor Site" shall mean the Radisson Hotel Austin North , Austin, Texas. Admission to Association events is by badge only. It is stipulated that each exhibitor subscribe to the following rules and that their representatives will comply.

## 1. PURPOSE OF EXHIBIT

This Exhibition is an integral part of the TAAE Annual Convention. To assure that the Exhibition will further the above purpose, admission to the display floor is limited to qualified persons. Since the primary purpose of the Association is to educate delegates on products and services of the Exhibitor, emphasis on all exhibits shall be to fully describe uses of products and services offered by the Exhibitor. This shall include display of all such products and services offered. Exhibits must not be in violation of the Association's policies and code of ethics. While acknowledging the value of explaining costs of products and services to delegates, the Association maintains the attendee does not dispense or sell any services, products, or devices merely for profit.

## 2. INDEMNITY AND LIMITATION OF LIABILITY

Neither TAAE nor any division of TAAE, nor the Exhibit Site, nor any of their officers, agents, employees or other representatives, shall be held liable for, and they are hereby released from liability for any damage, loss, harm, or injury to the person or property of the Exhibitor or any of its officers, agents, employees, or other representatives, resulting from water accident, or any other cause. The Exhibitor shall indemnify, defend, and protect Management and the Exhibit Site, and save Management and the Exhibit Site harmless from any and all claims, demands, suits, liability damages, loss, costs, attorney's fees, and expenses of any kind or nature that might result from or arise from any action or failure to act on the part of the Exhibitor or its officers, agents, employees, or other representatives. It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and liability. It is understood that the TAAE, the Hotel, and all staff, agents, and representatives are harmless from any claims arising from the products given to the attendees during the exhibition show.

## 3. ASSIGNMENT OF SPACE (DUE BY 12/31/21)

Management shall assign the Exhibit Space to the Exhibitor for the period of the Exhibit, provided the Exhibit Site is made available to Management, on a first priority receipt of the enclosed contract. Such assignment is made for the period of this Exhibit only and does not imply that the same or similar space be held or offered for future exhibits. Every effort will be made to respect the Exhibitor's space choices whenever possible, but the Management's decision will be final. Management reserves the right to transfer assignment when such action is deemed to be in the best interest of the total exhibition. Management reserves the right to withdraw its acceptance of this contract if it determines in its sole discretion that the Exhibitor is not eligible to participate or the Exhibitor's product is not eligible to be displayed in this Exhibit.

## 4. USE OF EXHIBIT SPACE

An Exhibitor shall not assign to a third party its rights hereunder to the Exhibit Space or any portion thereof without the written consent of Management, which it may withhold at its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee and all its representatives, and the Exhibitor shall not charge its assignee more than a proportionate share of the exhibit fee based upon the amount of Exhibit Space assigned.

## 5. INSTALLATION

It is explicitly agreed by the Exhibitor that in the event it fails to install its products in assigned Exhibit Space or fails to remit payment for required space rental at the time specified, Management shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper.

## 6. DISPLAYS, DECORATIONS, AND MUSIC

Merchandise, signs, decorations, or display fixtures shall not be pasted, taped, nailed or tacked to walls. No Exhibit, merchandise, or equipment shall be left in any aisle, but shall be confined to Exhibit Space. No signs or advertising devices shall be displayed outside Exhibit Space or project above or beyond limits of Exhibit Space. Advertising material or signs of firms other than those that have engaged space is prohibited. Copyright laws forbid the playing of music in any form at the conference without paying a fee to or obtaining permission from the composer.

## 7. FIRE REGULATIONS

Exhibitor shall not pack merchandise in paper, straw, excelsior, or any other readily flammable material. All

cartons stored in the Exhibit Site shall be emptied of contents. Exhibitor shall use no flammable decorations or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof, if required by local law or ordinances. All wiring devices and sockets shall be in good condition and meet the requirements of local law. Equipment with engines/ motors or gas tanks shall be emptied and battery connections disconnected during display.

## 8. BOOTH EQUIPMENT AND SERVICES

Space rental includes: appropriate space, one 6' table area, skirting for the table and two chairs, daily maintenance, and general lighting. Decorator pipe and draping available with specific packages or when offered by the Association.

## 9. STORAGE AND PACKING CRATES AND BOXES

Exhibitor will not be permitted to store packing crates and boxes in the booth or the Exhibit Hall during the Exhibit. It is the Exhibitor's responsibility to mark and identify all crates and boxes. Crates not properly marked or identified may be destroyed. No trunks, cases, or packing material shall be brought into or out of Exhibit Spaces during Exhibit hours. Cartons containing valuables should not list contents on the outside.

## 10. CONTRACTOR SERVICE AND INFORMATION

Management has, in the best interest of the Exhibitor, selected certain firms to serve as official contractors to provide necessary service to Exhibitors.

## 11. OBSERVANCE OF LAWS

Exhibitor shall abide by and observe all laws, rules, regulations, and ordinances of any applicable government authority and all rules of the Exhibit Site.

## 12. CANCELLATION OR TERMINATION OF EXHIBIT

If, because of war, fire, strike, exhibit facility construction or renovation project, government regulation, public catastrophe, Act of God, or the public enemy, or other cause beyond the control of management, the Exhibition or any part thereof is prevented from being held, is canceled by the Management or the Exhibit Space becomes unavailable, Management, in its sole discretion, shall determine and refund to the Exhibitor, its proportionate share of the aggregate Exhibit fees received that remains after deducting expenses incurred by Management and reasonable compensation to Management, but in no case shall the amount or refund to Exhibitor exceed the amount of the exhibit fee paid. *If written cancellation by the Exhibitor is received prior to January 21th, 2022, a full refund will be issued less a \$35 administrative service fee. No refunds shall be issued after 1/21/2022.*

## 13. EXHIBITOR CONDUCT

Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of Management is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Management in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity forthwith. All promotional plans must be submitted to Management for approval. Distribution of pamphlets, brochures, or any advertising matter must be confined to the Exhibit Space. Cocktail parties or social gatherings of any kind shall not be held during Exhibit hours. Exhibitor shall refrain from any action that will distract attendees from attendance at the Exhibit during open hours. Exhibit Space shall not be used for entertaining. Exhibitor shall not lead attendees from one Exhibit Space to another or to elevators or escalators. Exhibitor shall not enter into another Exhibitor's space without invitation or when unattended. Exhibitor or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste.

## 14. UNION LABOR

Exhibitor must comply with all union regulations applicable to setup, dismantling, and display of its exhibits where applicable.

## 15. ARBITRATION

Any controversy or claim between the parties hereto arising out of or related to the provisions of the agreement or the breach thereof, shall be settled by arbitration in Austin, Texas, in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

## 16. JURISDICTION

Both Management and Exhibitor consent to the jurisdiction of the Texas District and Appellate Courts and the U.S. District Court

for the Western District of Texas, for all purposes in connection with this agreement. The parties agree that review of process may be obtained by registered mail, return receipt requested, within or without the state of Texas.

## 17. AGREEMENT TO TERMS, CONDITIONS, AND RULES

Exhibitor agrees to observe and abide by the foregoing Terms, Conditions, and Rules and by such rules made by Management from time to time for the efficient or safe operation of the Exhibit, including but not limited to, those contained in this contract. In addition to Management's right to close an exhibit and withdraw its acceptance of the Application, Management, in its sole judgment, may refuse to consider for participation in future Exhibits any Exhibitor that violates or fails to abide by all such Terms, Conditions, and Rules. The foregoing rules have been formulated in the best interest of Exhibitors. The cooperation of our patrons is requested. All points not covered herein are subject to settlement by the Association. All Exhibitors must be registered with the Texas Comptroller's Office. Contact the Comptroller's office for more information regarding exhibiting in Texas and Texas sales permits. Each exhibitor is responsible for making this contact. Call 800-531- 5441.

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