



Terms and Conditions

Rules Governing TAA's 2023 Lone Star Expo

- 1. CONTRACT.** The following rules and provisions (numbered 1-27) are binding and a part of the contract between the exhibitor, exhibitor's employees and agents, and TAA. Any additions and amendments thereto that may be established or put into effect by TAA, and provided in writing to the exhibit firm, shall also become binding and a part of the contract.
- 2. PAYMENT.** All space requires a 25% deposit. If contract is not paid in full by January 31, 2023 monies heretofore paid shall be retained by TAA as liquidated damages, and the space shall revert to TAA.
- 3. HOSPITALITY EVENTS/SPONSORSHIPS.** Sponsorships and Hospitality Events are available to TAA exhibitors and owner/manager members only. A hospitality event is defined as an event involving 25 or more people that is coordinated by one or more exhibiting or sponsor companies and is intended for their clients or prospective clients, either planned in advance or during the conference, and encompasses free food and/or drinks. This would apply to any event held on Wednesday, Thursday or Friday of the TAA ONE Conference & Expo whether in a hotel or at an offsite venue. Any hospitality event or hospitality function (defined as those involving fewer than 25 people): (A) must not conflict with any scheduled TAA event; (B) may begin no earlier than 30 minutes after any TAA conference event ends; and (C) involvement with the event by the hospitality host(s) must end by 11:30 p.m. on any evening. **All hospitality events must have prior approval by TAA.**

You acknowledge that if your company participates in a hospitality event not approved by TAA, conflicts with any scheduled TAA ONE Conference activity, runs beyond the time allowed for hospitality events, or hosts a hospitality event or function that detracts from the TAA ONE Conference as deemed by the Executive Committee, at TAA's discretion you may not be allowed to exhibit in or participate as a sponsor at future TAA ONE Expos. You also understand this could adversely impact your company's priority selection status during pre-sell for future Expos. This also applies to approved hospitality events that do not adhere to the aforementioned rules and regulations.
- 4. HOLD HARMLESS AND LIABILITIES.** Exhibitor agrees to indemnify and hold TAA, its employees, officers, and agents harmless by reason of any claim or liabilities imposed by law on account of property damage or bodily injuries, including death resulting therefrom, sustained or alleged to be sustained by any person or persons, whether they be members of the public visiting the show, employees of TAA or other exhibitors; occurring at or connected with the preparation or presentation of the show, resulting from the sole or contributory negligence of the exhibitor, his agents, employees or persons performing service for it, or resulting from any equipment, machinery or items displayed by exhibitor.
- 5. INSURANCE.** TAA will not be responsible for any injury that may arise to exhibitors, their employees or the general public or for loss or damage to exhibits or exhibitors' property by reason of fire, accident, theft or any other cause. If insurance is desired the individual exhibitor must obtain it. Exhibitor agrees to maintain such insurance necessary to fully protect TAA from any and all claims of any nature whatsoever, including claims under the Workmen's Compensation Act, and for personal injury, including death, which may arise in connection with the installation, operation or dismantling of the exhibitor's display.
- 6. GUARD SERVICE.** Guard service will be provided during move-in, show hours and move-out, and no unauthorized persons will be permitted in the exhibit area after hours. Neither TAA nor the exhibit facility assumes responsibility for damage to, loss or theft of property of the exhibitors, the exhibitors' agents, employees or invitees.

7. **CHARACTER OF EXHIBITS.** TAA reserves the right to decline any exhibit, exhibitor or proposed exhibit which, in its opinion, is not suitable for this trade show. This reservation concerns persons, things, conduct, printed matter, souvenirs, catalogs and all other things which affect the character of the exhibition. TAA reserves the right to remove from the show any programs, materials, advertising or literature which are, in the opinion of TAA, in bad taste or objectionable to attendees.

8. **EXHIBIT SPECIFICATIONS.**

A. **Standard Booth**—(One or more standard spaces in a straight line.) Height of displays may not exceed the height of the eight foot drape on the back of the booth space. Displays on the side must not exceed eight feet in height to a point five feet from the back drape. Displays must not exceed four feet in height from the front of the space to a depth of five feet.

B. **Perimeter Wall Booth**—(Exhibit space located on the perimeter of the exhibit area.) Height of the displays may not exceed 12 feet on the back of the space. Displays on the side must not exceed 12 feet in height to a point five feet from the back drape. Displays must not exceed four feet in height from the front of the space to a depth of five feet.

C. **End Cap Booth**—(Back-to-back corner exhibit spaces that are combined to make one booth facing a cross aisle.) End Cap Booths have a back wall 20 feet wide. The center 10 feet of that back wall may contain a display eight feet high. The five feet on either side of that center portion are limited to displays four feet in height. Exhibitors in End Cap Booths must finish the back portion of their space so it will not be objectionable to the adjacent exhibitors. If not done by the exhibitor, TAA reserves the right to have such finishing done and bill the exhibitor for charges incurred.

D. **Corner Combination Booth**—(Exhibit space located in a corner of the perimeter walls of the exhibit area.) Height of the display may not exceed 12 feet on the back walls of the space. Displays on the sides must not exceed 12 feet in height to a point five feet from the back drape. Displays must not exceed four feet in height from the front of the space to a depth of five feet.

E. **Island Booth**—(A block of space with aisles or lounge on all four sides.) Height of the displays may go up to a maximum of 20 feet including signage, provided sight-line clearance is maintained starting from the perimeter of the booth to a depth of five feet on all four sides of the booth. Written approval must be obtained from TAA at least 30 days prior to the show for any display over 16 feet tall.

F. **Other Guidelines/Exhibit Regulations**—Unfinished sides left exposed shall be draped or finished at the expense of the exhibitor. No exhibit material may extend beyond the boundaries of the exhibit space.

9. **SERVICES PROVIDED.** TAA will provide the following for each paid booth: 10' x 10' space (or space as specified in paragraph 7 above) draped to a height of eight feet in the back and 36 inches on each side, and a sign showing the firm name, city and booth number. All equipment other than booth drape will be available through the official trade show decorator or other official contractors. Exhibitors may provide their own equipment or furnishings. Individual charges for equipment and utilities will be made by the trade show decorator or the agents for these services. All utility needs are to be paid for by the exhibitor.

TAA also provides 3 comp badges for each 10 x 10 space and you have the option to purchase 3 additional badges for each 10 x 10 space at a price of \$25 each.

10. **CONTRACTOR SERVICES.** TAA will designate contractors to provide various services to the exhibitor. Such contractors will provide all show services other than supervision. The exhibitor shall provide only the material and equipment which he owns and is to be used in his exhibit space.

Use of Independent Service Companies—Exceptions to the foregoing to allow the use of an independent service company will be considered by the TAA Education Conference Director only in cases where permission has been requested in writing by the exhibitor and received by TAA prior to March 31, 2023. An independent service company is any company other than the designated "official" contractors listed in the service kit, who provides a service (installation/ display and tear down, models, florists, photographers, audio visual, etc.) and needs access to an exhibit any time during the installation, show dates or dismantling. An exception will not be granted if doing so will prejudice or interfere with the orderly setup, interim services or dismantling of the exhibit, or if it is inconsistent with the commitments made and obligations assumed by TAA in any contract with service contractors, or in its lease with the Convention Center. For services such as electrical, plumbing, drayage and rigging, no exception will be made and the contractor designated by TAA must be used.

If approval for the independent service company is given, the exhibiting company is responsible for advising the TAA Education Conference Director in writing of the name, address and contact name those independent service companies not later than March 31, 2023. No independent service company personnel will have access to the exhibit area unless proper authorization has been obtained.

Approved independent service companies as well as any TAA exhibiting company will be required to meet the following criteria:

1. All authorized and official suppliers will be required to submit certificates of insurance for both Worker's Compensation Insurance and comprehensive General Liability Insurance. The worker's compensation and employers' liability insurance must provide a minimum limit of \$100,000 and meet the requirements established by the State of Texas. Comprehensive general liability coverage must provide \$200,000/\$500,000 personal injury limits and \$100,000 property damage coverage.
2. All employees of any independent service company must wear uniforms or an article of clothing, (i.e. hat, T-shirt, jacket) displaying the independent service company name.
11. **MOVE-IN/MOVE-OUT.** Time periods and deadlines for moving in and moving out of the exhibit area shall be determined by the show management and all exhibitors shall be given adequate notice thereof. Each exhibitor will be required to keep his exhibit space fully set up and manned until the show has been declared officially closed via loud speaker announcement by the Education Conference Director or Chairman.
12. **BOOTH SET-UP.** All exhibitors must be set and ready to go one hour prior to the show opening. Those booths not set-up one hour prior to show opening, will automatically be lounged by show management (carpet & tables), assessed a \$250 fee, will lose seniority status and will not be able to choose a booth in the following year's expo until after June 1. The offending company will be responsible for payment.

Once set, all exhibitors must remain set until the close of show. Booths found empty at start of the second show day will automatically be lounged by show management (carpet & tables), assessed a \$250 fee, will lose seniority status and will not be able to choose a booth in the following year's expo until after June 1. The offending company will be responsible for payment.
13. **NO SUBLETTING.** Exhibitors cannot assign, sublet or apportion the whole or any part of the exhibit space assigned by TAA, nor permit any other
14. **VOLUME/LIGHT CONTROL.** TAA reserves the right to regulate the volume or intensity of any and all loudspeakers, radios, television sets, musical instruments, entertainers, or blinking or flashing lights which are distracting to the atmosphere of neighboring exhibits during exhibit hours.
15. **LABOR.** Exhibitors agree that the labor used in the installation or dismantling of their exhibit shall not cause work stoppage or injury to TAA in any way whatsoever.
16. **SHOW CANCELLATION.** If TAA is not able to proceed with the conference due to local/state restrictions, exhibiting companies will have the option of a full refund or the opportunity to move with the association to a new date. TAA has made the determination that it will not produce a fully virtual event.
17. **BEVERAGES AND FOOD.** No beverages (alcoholic or otherwise) or food may be served or distributed in the exhibit area without prior approval from TAA. All food & beverage items must be purchased by the convention center vendor and their information will be in the exhibitor kit.
18. **BOOTH PERSONNEL AND LITERATURE.** Exhibitors can distribute literature from booth(s) and man them with three free personnel of their choice per 10' x 10' booth and an opportunity to purchase three additional booth personnel badges per 10' x 10' booth, providing them a maximum of six persons permitted per 100 square feet of booth space. Sponsoring companies, depending on the metal level chosen, may be able to have additional booth personnel, depending on their contractual agreement. Exhibitors are encouraged to make displays educational and communicative. Distribution of literature, demonstrations, explanations, sales talks and registration of prospects are specifically allowed, as well as actual sales and taking of orders/sales for future delivery.
19. **EXHIBITOR CONDUCT.** Exhibitors may not enter the booths of other exhibitors without invitation; no exhibitor may call or invite a visitor out of one exhibit and into his or her own. Exhibitors must remain within their own space while distributing literature, product samples or other materials. Exhibitors are prohibited from soliciting customers in other exhibitors' booths, in the aisle immediately in front of their booth or in any other areas of the show. Violations will be reported to the show management for appropriate action. The use of strolling entertainment or

exhibit personnel is prohibited. The exhibit space contracted for must be manned by at least one company representative at all times the trade show is open. Non-exhibiting companies are not allowed access to the trade show.

20. **FIRE/SAFETY REGULATIONS.** The exhibit, its material, contents and installation, must meet and satisfy all requirements of the City of Houston Fire Department & the George R. Brown Convention Center.
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21. **COPYRIGHT INFORMATION.** The exhibitor shall be responsible for securing any and all necessary licenses or consents for any:(a)performances, displays or other uses of copyrighted works or patented inventions and (b) use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third party which is used, directly or indirectly, by the exhibitor. The exhibitor agrees to indemnify, defend and hold TAA harmless from and against any claim of liability and any incident or resulting loss, cost or damage (including costs of suit and attorney's fees) for failure to obtain said license or consents and/or for infringements or other violations of the intellectual property rights or the rights of privacy or publicity of any third party.
22. **ADJUST BOOTH ASSIGNMENTS.** TAA reserves the right to adjust booth assignments to ensure an even flow of traffic.
23. **DISPUTES.** All points not covered by the Rules are subject to the decision of the Education Conference Chairman and/or Director.
24. **CANCELLATION OF BOOTH SPACE.** Cancellation of booth space must be made in writing to the TAA office by the exhibitor. Cancellation prior to January 31, 2023 will cause forfeiture of all deposits (25%) tendered to reserve such space. Cancellation of booth space by the exhibitor on or after January 31, 2023 will cost the exhibitor full charge of booth(s). In addition, the exhibitor risks cancellation if the booth is not completely set up and ready to show at least one hour prior to the show. Booth space that has been left empty or with unset booth display materials automatically reverts to TAA and the exhibitor forfeits the booth space for that day. The exhibitor may enter and set the booth after the show has closed for that day in order to be prepared to exhibit the following day.
25. **FLOOR MARSHALS.** The TAA ONE Conference Director will appoint Floor Marshals who are authorized to enforce the rules and regulations enumerated in this contract. Floor Marshal warnings are considered show management warnings. Exhibiting companies will be ejected from the floor on the third warning. Warnings may be verbal or written.
26. **BOOTH CONFIRMATION.** Booth assignments are confirmed upon receipt by TAA of a signed contract, deposit check and the exhibitor's written notification from TAA to company representative of actual booth assignment. Any concerns regarding competitive or specific types of exhibitors should be communicated to TAA at the time of application for exhibit space.
27. **RULE CHANGES.** TAA reserves the right to make reasonable changes in the foregoing rules, exhibit hours and move-in/move-out arrangements so long as such changes have been approved by the Executive Committee and/or Education Conference Director.