

TASA Midwinter Conference Exhibitor Rules and Regulations

These Rules and Regulations apply to any vendor or organization proposing to enter into an exhibit contract with TASA for the Midwinter Conference trade show and these Rules and Regulations are incorporated into any resulting contract accepted by TASA (hereafter "Contract").

1.Space Assignment

Efforts will be made to assign exhibit/booth space in accordance with Exhibitor's specified preference; however, no guaranty is made by TASA that Exhibitor's preference will be met. Efforts will be made to avoid placing competitors adjacent to each other. Booth sales will be processed based on the TASA Priority System. These criteria will be used to prioritize assignment of exhibit space:

1. Status as a TASA Corporate Partner
2. At least one TASA Associate Member in company/organization
3. Date and time of request submission
4. History of participation in TASA Midwinter Conference

2.Exhibit Display Space

TASA will provide display space to Exhibitor as indicated on the official floor plan, to the extent possible, but reserves the right to make any changes in the interest of any Exhibitor or TASA. TASA reserves the right to decline or prohibit any exhibit product or service that, in its judgment, does not fit the character of the Midwinter Conference. This reservation is all-inclusive as to persons, things, printed matter, products, and conduct.

3.Subletting Space

No Exhibitor may assign, sublet, or apportion exhibit space in whole or in part, nor exhibit any products or services other than those provided or sold in the normal course of Exhibitor's business.

4. Exhibit Space

Each booth measures 10' across the front and 10' deep. Each booth will be equipped with a 44" x 7" header sign and cloth walls on an aluminum pipe framework. Back walls will be 8' high; divider partitions will be 3' high. Each exhibit space also will be furnished with a draped 6' table and two chairs. All measurements are approximate and subject to some variance. Any other furnishings, equipment, utilities, or other set-up or services must be obtained by the Exhibitor at its own expense as specified and from contractors designated in the Exhibitor Service Kit, which will be hereafter provided to Exhibitor.

Additional information about furniture, carpeting, utility outlets, and complete display service information will be included in the Exhibitor Service Kit.

5. Height Limitations for Displays

The Exhibitor shall not display or place any product, sign, partition, person, apparatus, shelving, or other construction that extends more than 8' above the floor or more than 4' forward from the back wall of the booth, with the exception of such products as school buses or freestanding island spaces, subject to the approval of TASA. Displays between the back construction and the front of the booth may be no higher than 4'. **No interference with the light or view of other Exhibitors will be permitted.**

6. Move-in and Move-out

All exhibit installations must be completed by the Move-In Date. Any space not claimed and occupied or for which no special arrangements have been made before 6 p.m. on the Move-In Date may be resold or reassigned by TASA without any obligation on the part of TASA for any refund whatsoever.

In the event Exhibitor or its agents request a late installation, a call must be made to the Exhibits Manager before 6 p.m. on the Move-In Date. Exhibitors are required to participate during all show hours each day as listed in the Exhibitor Service Kit.

If Exhibitor fails to exhibit throughout all show hours, TASA reserves the right to adversely consider Exhibitor's record of non-performance in future Conference contract opportunities. Exhibitors may not use escalators or passenger elevators to transport equipment or freight into or out of the Facility. No vehicle may be parked in the loading dock for more than 15 minutes. Vehicles are allowed in the dock area strictly for loading and unloading purposes. Dismantling of displays must not begin until after exhibits close at the times listed in the Exhibitor Service Kit. All exhibits must be removed and the building vacated by the specified time on the Move-Out Date. No one under the age of 18 is permitted in the Exhibit Hall during move-in or move-out.

No installing, dismantling, rearranging, repairing, servicing, removing, or supplementing of exhibits will be permitted during the viewing hours without the permission of TASA. To ensure the continuation of a smooth installation, dismantling, and operation during the Exhibition, official contractors can provide services. Complete details for the official contractors and the labor and services they provide are outlined in the Exhibitor Service Kit.

An Exhibitor-Appointed Contractor is any person or company other than the designated "official" or "exclusive" contractors that provide a service (e.g., supervision, display installation and dismantling, advertising agencies, models, florists, photographers, aquarium supply firms, computer firms, audio-visual firms, etc.) and requires access to the Exhibit Hall any time during move-in or move-out or show dates.

Exhibitors are responsible for advising TASA of the names, addresses, and contracts for these Exhibitor-Appointed Contractors by submitting the Work Authorization Request Form included in the Exhibitor Service Kit. If TASA is charged a fee by the Facility because Exhibitor caused damage or did not properly remove material after the Convention, that fee will be passed on to Exhibitor.

7. Exhibitor Costs

TASA is not responsible for any of Exhibitor's costs. Exhibitor bears all responsibility for any costs it undertakes to comply with this Contract.

8. Exhibitors' Admission Credentials

Exhibitor must furnish TASA with an advance list of its representatives. Exhibitor must not send any representative who has been convicted of a violent felony (in any jurisdiction) or for whom Exhibitor has reason to believe might pose a danger to others. Representatives must register upon arrival at the exhibit area and must wear Exhibitor identification badges at all times.

A maximum of 8 Exhibitor badges per contracting company will be issued without extra charge. Exhibitor badges entitle the wearer to enter the Exhibit Hall and attend conference sessions. Exhibitors will be admitted to the Exhibit Hall one hour before the Exhibit Hall opens on each day of the Conference, and power and lights will be turned on at that time. Any special arrangements or requirements must be coordinated with TASA. Only six company representatives per 100 square feet of rented space will be allowed in the booth at any given time. TASA reserves the right to exclude from the exhibit area and/or the Conference, without any refund or reimbursement, any Exhibitor (including its employees, independent contractors, or agents of any kind) who breaches this Contract, behaves inappropriately (including sexual harassment) at Conference functions or in the Exhibit Hall, violates the law, misrepresents the Exhibitor's products or services, or otherwise brings discredit upon the Conference or TASA. Any such conduct shall constitute a material breach of this Contract.

9. Publicity

TASA will publish and distribute to registrants a list of Exhibitors, their booth numbers, and their products and services. Exhibitor authorizes TASA to capture or record Exhibitor's exhibit space, including all persons and property situated therein, and use same in any medium (photograph, video, etc.) for any lawful purpose.

10. Canvassing and Other Activities

Interviews, demonstrations, distributions of literature, etc., are permitted only within the Exhibitor's space. Samples or souvenirs may not be sold, and if distributed, must directly relate to merchandise displayed in the Exhibitor's booth. TASA will not permit non-exhibitors or non-sponsors to canvass, solicit, hold conferences, or distribute literature or other promotional devices during the Conference.

Aisles must be kept clear of exhibit materials, and debris must be disposed of in building trash containers. Fire regulations in most exhibit facilities prohibit storing product, literature, empty packing containers, or packing materials behind back drapes or under draped tables. In most cases, however, Exhibitors may store a limited supply of literature or product appropriately within the booth area, as long as these items do not impede access to utility services, create a safety problem, or look unsightly.

Meetings, demonstrations, press conferences, or social functions held by Exhibitors must not be scheduled during exhibit hours or conflict with any official Conference activities unless approved by Show Management

11. Drawings, Door Prizes, and Other Gifts

Exhibitors may only provide prizes or gifts in accordance with law and the terms of this Contract. Exhibitors conducting drawings or offering prizes must comply with state laws prohibiting gambling and bribery of public servants. Personal tangible gifts to public servants should be limited to caps, T-shirts, coffee mugs, or other token items. In no event should the value of the personal gift exceed a \$50 fair-market value. Additionally, no cash or cash equivalents (e.g., bank or gift cards) can be offered or provided to public officials or employees.

12. Sale of Merchandise

Exhibitor may sell products on the exhibit floor during regular exhibit hours, provided that (1) Exhibitor has given TASA prior written notice, and (2) Exhibitor holds TASA harmless from every claim of any kind that may arise from the sale of such products, including without limitation, any consumer suit, complaint, or demand; any product liability suit; any claim for sales or use taxes; or any other claim, demand, or suit, whether in a court of law or equity or in an administrative forum. TASA reserves the right, in its sole discretion, to prohibit or discontinue sales for any reason, at any time. All Exhibitors, whether or not such Exhibitors have Texas business locations, must comply with all applicable laws, rules, and regulations including applicable provisions of city codes, building codes, fire codes, Facility rules and regulations, and state and federal laws and regulations.

13. General Rules

No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, or otherwise affixed to any pillars, walls, doors, or other parts of the building. Helium balloons are not allowed in the Facility. Exhibitors will be liable for the cost of removing excess debris. All internal combustion driver vehicles or machinery using flammable fuels involved in a display must have the least amount of fuel required (between one-eighth of a tank and empty). Gas caps must lock or be sealed with tape. Batteries

must be disconnected while on display. Displays of vehicles must obtain the approval of the Host City's Fire Department prior to the Convention.

Exhibitors must comply with all rules and regulations of the Facility. Such rules and regulations are available for review by contacting the Facility directly or by contacting TASA Midwinter Conference staff. No animals are permitted in the Facility unless written permission for such animal's presence is given. With the exception of service animals, no animals are permitted in the Facility without TASA's prior written consent. Exhibitor is responsible for and agrees to maintain proper control of any animals in the Facility, and further agrees to indemnify and hold TASA and the Facility harmless for any claim, liability, or loss, including without limitation attorneys' fees, arising out of or related to the presence of such animals. To the extent applicable and enforceable by law, possession of firearms is forbidden in the Facility with the exception of licensed peace officers and licensed honorably retired peace officers.

14. Noise and Sound

Musical instruments, radios, sound systems, motion-picture equipment, recorded music players, noise-creating devices, or amplifying systems shall be operated only at a level that will not interfere with other Exhibitors or add unduly to general acoustical inconvenience, and their operation must conform to TASA requirements.

15. Insurance

The Exhibitor shall have the following insurance covering the dates of the TASA Midwinter Conference (including Move-In and Move-Out Dates): (a) comprehensive general liability insurance for bodily injury or death and property damage relating to Exhibitor's use of the Convention Center, including its assigned exhibit space, in the amounts of \$500,000 per occurrence and \$1,000,000 aggregate, with coverage extending to the acts and omissions of Exhibitor and its employees and agents; (b) employers liability insurance with minimum limits of \$500,000 per accident or injury and disease limits of \$1,000,000 per policy; (c) workers' compensation per statutory amounts; (d) automobile liability insurance covering owned, non-owned, and hired vehicles, with a combined single limit of \$1,000,000. The Host City and TASA shall be named as additional insureds on all such insurance by appropriate endorsement and all policies shall contain an endorsement waiving any claim or right of subrogation against the Host City and TASA.

16. Copyright/Intellectual Property

Exhibitors are responsible for obtaining permission or the license to use any copyrighted work that is performed, broadcasted, or displayed by such Exhibitor during the TASA Midwinter Conference and to be prepared to furnish proof to TASA of compliance with all intellectual property laws, including but not limited to copyright laws, if requested. Each Exhibitor assumes full liability for any infringement of intellectual property rights committed by or on behalf of such Exhibitor and agrees to hold TASA and its employees and agents harmless and to assume all costs and damages for any direct or indirect liability TASA may incur by such infringement. For any infringement committed, each Exhibitor agrees to assume the duty to defend, including paying for all costs associated with the infringement defense, giving TASA the right to control litigation and choice of counsel. The provisions of this section shall survive the termination of this Contract.

17. Indemnity and Liability Protection

PROTECTION FOR TASA: Exhibitor agrees to defend and indemnify TASA, including its respective employees and agents, and hold and save TASA harmless from and against all claims, actions, damages, losses, expenses and liabilities arising out of the act, omission, negligence, or misconduct of Exhibitor or any of its employees, agents or contractors at the Convention Center, including the Exhibit Hall and Exhibitor's assigned space, for the Conference under this Contract. Exhibitor releases TASA from any liability relating to the loss of or damage to Exhibitor's goods or property at the convention center. Exhibitor agrees that TASA's maximum liability under this Contract will not exceed the total amount Exhibitor paid to TASA pursuant to this Contract. The provisions of this section shall survive the termination of this Contract.

PROTECTION FOR HOST CITY: Exhibitor agrees to defend and indemnify the Host City, the owner of the Exhibit Hall, and hold and save it harmless from and against all claims, actions, damages, losses, expenses and liabilities arising out of the act, omission, negligence, or misconduct of Exhibitor or any of its employees, agents or contractors at the Convention Center, including the Exhibit Hall and Exhibitor's assigned space, for the Convention under this Contract. Exhibitor releases the host city from any liability relating to the loss or damage to Exhibitor's goods or property at the convention center. The provisions of this section shall survive the termination of this Contract.

18. Termination/Remedies

The performance of this Contract by either party is excused if made impossible, illegal, or commercially impractical by acts of God, war, government regulation, disaster, civil disorder, curtailment of transportation facilities, power outages, or other emergency or event, over which a party has no control and the terminating party gives written notice to the non-terminating party. Unless TASA cancels the entire Conference before the Move-In date, Exhibitor is not entitled to a refund if the Facility fails to provide any service (e.g., electricity goes out and attendees cannot see exhibit) or if either party terminates this Contract pursuant to this Paragraph 18(A).

This Contract may be terminated by TASA if Conference is cancelled for any reason. Exhibitor's fees will be refunded if Conference is cancelled before the Move-In date.

Failure by the Exhibitor to comply with these rules and regulations as agreed by the parties or the breach of any representation, warranty, or guaranty by the Exhibitor shall render the Exhibitor liable for damages, including, but not limited to, reasonable attorney fees.

19. Compliance/Non-waiver

TASA reserves the right to make ancillary rules and regulations, as TASA deems necessary or appropriate to enhance the success of the TASA Midwinter Conference, in the form of the Exhibitor Service Kit or other written format that provides notice to Exhibitor. However, any such ancillary rules and regulations shall not conflict with the terms of this Contract or otherwise diminish either party's rights hereof. Failure of TASA to declare any violation of the Contract immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such violation. TASA shall have the right to declare any violation at any time and take any action authorized by this Contract or by law. Any and all matters not specifically covered by these rules and regulations shall be subject to the decision of TASA, consistent with this Contract.

20. Non-Harassment Policy

TASA is committed to providing a welcoming, civil, and safe environment for all participants and guests. TASA will not tolerate any form of harassment or offensive conduct by any person toward any of our staff, registrants, guests, or other participants. Anyone deemed to be in violation of this policy will be required to leave the event and no full or partial refund will be issued. If you wish to report conduct that you believe violates this policy, please visit the attendee registration desk to speak with a TASA representative. However, if you feel you are in danger, contact law enforcement (911) or security at the facility immediately.

22. Use of Logos and Trademarks

Exhibitor cannot copy or manipulate TASA or TASA Midwinter Conference logos, trademarks, or other intellectual property without prior written permission. Unless otherwise set out in a separate written agreement, any promotional material must not indicate or imply that TASA or the TASA Midwinter Conference created or endorsed the material or Exhibitor. Exhibitor's material must not be misleading about its relationship with TASA or the TASA Midwinter Conference as an exhibitor. Nothing in this Contract makes Exhibitor a Convention sponsor, underwriter, or endorser; thus Exhibitor shall not communicate or imply otherwise.

23. Americans with Disabilities Act

Exhibitor agrees to comply with the laws and regulations set forth for public accommodation by the Americans with Disabilities Act ("ADA") and applicable state and local law. Exhibitor further agrees and warrants that any Exhibitor booth, display, or other contrivance placed in the exhibit space licensed to the Exhibitor by TASA shall at all times comply with the ADA and applicable state and local law, including accessibility, usability, and configuration. The Exhibitor further agrees to fully indemnify and hold TASA harmless from any and all claims or actions (including administrative claims) brought against TASA as a result of the Exhibitor being in violation of the ADA, its regulations, or applicable state or local law during the period of this Contract, including the amount of any claim or judgment TASA is compelled to pay, and the costs, including attorney fees incurred by them in defending against all such claims. TASA reserves the right to revoke this Contract without penalty if it determines that the Exhibitor is in violation of the ADA or any other law with respect to any exhibit booth, display, or other contrivance placed in the space licensed to the Exhibitor under this Contract.

24. Venue

This Contract is governed by Texas law and venue for any legal proceeding concerning this Contract shall lie in the state or federal courts located in Travis County, in Austin, Texas.

25. Survival

The Exhibitor agrees that it shall remain obligated to TASA under all clauses of this Contract that expressly or by implication survive the expiration of the period contemplated by this Contract.

26. Entire Agreement

This Contract represents the complete understanding of the parties and, except as provided otherwise in this Contract, can only be amended, modified, or otherwise altered by the mutual written agreement of the parties.