

2018 EHS Seminar Trade Show Terms and Conditions

1. **Contract for Space:** The receipt by Texas Chemical Council (TCC) of your signed Contract, accompanied by payment in full and a completed on-line application (www.ehs-seminar.com), will constitute a completed application for reserved exhibit space at the Show. Any contract not accompanied or preceded by payment(s) will not be processed until payment(s) are received. Exhibit space assignment preference will be given to applicants with correct payment(s) and completed forms. Incorrect payment or incomplete forms will result in a processing delay and could hinder an applicant's receipt of exhibit space.
2. **Exhibitors:** Exhibitors must meet the following criteria:
 - A. All accounts due TCC are paid in full. Incomplete paperwork and/or payment will delay the processing of this Contract and could hinder an applicant's receipt of exhibit space.
 - B. Payment in full for booth space with completed Contract. Non-payment after October 31, 2017 will be interpreted to mean that the exhibiting company no longer wishes to reserve space and the reservation will be cancelled. TCC reserves the right to resell this space to another company.
 - C. After payment has been made, written notice of cancellation received in the TCC office by March 23, 2018 will allow for a refund of all monies paid minus a cancellation fee of 50% of the payment. **NO REFUNDS WILL BE ALLOWED FOR CANCELLATIONS MADE AFTER MARCH 23, 2018.**
3. **Space Assignment:** Booth assignment will be made based on order of receipt and as space permits. All other applications will be placed on a waiting list, and space assigned upon space availability. No exhibitor shall transfer, assign, sell or barter assigned space. TCC reserves the right to reassign space as it deems necessary or appropriate.
4. **Space Rental:** Rental fee includes the use of a 10' x 10' booth, one six-foot draped table, two side chairs, wastebasket and one booth sign per company. Back and side drapes will be provided.
5. **Exhibitor Registration:** The company name appearing on the exhibitor's badge and standard sign must be the same company name that appears on the Contract. Each booth comes with two attendants with the option to add two additional attendants for \$165.00 each for a total of four maximum attendants per booth. Exhibitors will have full access to the sessions. **NO REGISTRATIONS FOR SPACE WILL BE ACCEPTED OVER THE PHONE. FAXED CONTRACTS WILL BE ACCEPTED WITH CREDIT CARD PAYMENT OR COPY OF CHECK.**
6. **Exhibit Regulations:** TCC has developed these rules to protect the rights of all other Exhibitors. TCC considers the general appearance of the Show as a whole to take precedence over that of any individual exhibit. The rules adopted by TCC require the cooperation of all exhibitors in maintaining due regard to adjoining exhibitors. Specifically:
 - A. One six-foot table will be allowed per booth. For those displaying printed materials only, the tables may be placed anywhere within the space assigned.
 - B. All exhibits must be displays that fit in the space provided and cannot exceed the assigned size. Display units may not obstruct exhibit space to the right or left of the booth. If there are multiple parts to the display, these must not exceed the depth of the booth. Maximum height of a standard booth is eight feet and three inches. End Cap Booths have a back wall twenty feet wide. The center ten 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, TCC reserves the right to have such finishing done and bill the exhibitor for charges incurred.
 - C. TCC stresses courtesy. All lighting and overhead rigging must be approved by TCC. Self-contained visuals are permitted. Utilization of audio will be allowed if audible only within a two-foot perimeter. The units must fit on the tables provided. Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses,

permits, etc. which may be required for it to broadcast, perform or display any copyrighted materials including, but not limited to, music, video and software. Exhibitor shall indemnify, defend and hold harmless TCC, its directors, officers, employees and agents, and each of them, from and against any and all claims and expenses, including attorneys' fees and costs, arising out of or related to Exhibitor's breach of this provision.

D. Professionally designed banners may be displayed on the back drape of the booth.

E. Easels and chairs may be used. The maximum size of a displayed object on an easel cannot exceed three feet by three feet. A maximum of two side chairs will be permitted in each space.

F. Storage of all sales literature and catalogs must be accommodated on or under the tables provided.

G. Exhibitors may provide small promotional items (i.e. pens, key chains, hats, sunglasses, candy, gum, etc.) to distribute to anyone visiting exhibitors' booth in order to assist visitors in remembering an exhibitor or a service offered. Food and drink distributed from the booth must be purchased from Moody Gardens Hotel. No exceptions.

H. The Exhibitor is responsible for all supplies. Drayage information will be enclosed in the exhibitor packet should the service be required. This packet will be sent electronically to all exhibitors by Freeman Decorating at a later date.

I. Exhibitors agree to abide by all local laws, ordinances or regulations by the respective governmental authority.

J. TCC may amend, add to or delete from these regulations as it deems necessary or appropriate and such shall be fully binding on exhibitors.

7. Installation of Exhibits:

A. Exhibitors agree to install their booths within the time frame established by TCC. All exhibits must be set and ready for inspection by TCC in accordance with these rules. Exhibitors may begin installation and setup of their booths on Monday, June 4, 2018 beginning at 11:00 am. If exhibits are not installed during the published setup hours and TCC has not been notified and other arrangements made, the exhibit space can and will be sold to awaiting Exhibitors.

B. All booth exhibits sent to the hotel must be addressed in accordance with hotel requirements. Freeman Decorating will email to all Exhibitors a Service Manual that will give the details of shipping information.

C. Please include your company's name, your name and contact information on the package. This is to ensure timely verification of your materials.

8. Dismantling Exhibits: Exhibitors may not begin dismantling or packing materials until Wednesday, June 6, at 2:00 pm. Breakdown time will be strictly enforced. Please ensure that the staff working the booth from your company are aware of the dismantling times. Exhibitors who violate this agreement will be charged a penalty of \$100 per booth in addition to the booth purchase.

9. Liability: The Exhibitor agrees to assume all risks of loss, injury, theft or damage of any kind or nature whatsoever to any exhibit or component thereof, including any goods, merchandise, chattels, papers and business records or other property which may be in or come into the Exhibitor's possession during the course of the exhibit, or in the course of assembling or disassembling the exhibit and to assume all liability for damage to property, person or persons arising from accidental or other causes incidental to movement and operation of exhibit and hereby releases TCC, its contractors and Moody Gardens Convention Center from any liability whatsoever.

10. Non-exhibiting Suppliers: Non-exhibiting suppliers are absolutely prohibited from selling products and services or distributing items in the aisle, food and seating areas of the exhibit. Any non-exhibiting supplier selling products or services or distributing items in these areas will be escorted from the venue by on-site security personnel. Any Exhibitors observing such activity should communicate these infractions to TCC staff.

11. Indemnification: The Exhibitor agrees to protect, indemnify and hold harmless TCC, Moody Gardens Convention Center, their respective officers, directors, employees and agents against and from any and all losses, costs, damages, liability or expenses (including attorney's fees) arising from or by reason of any accident, bodily injury, property damage or other claims or occurrences to any person, including Exhibitor, its employees and agents, or any business invitees, arising out of or related to Exhibitor's occupancy or use of the exhibition premises in the show or on and adjacent to the Moody Gardens Convention Center, including storage and parking areas or any claims arising out of or related to Exhibitor's Web site.

12. Insurance: The Exhibitor shall maintain general liability insurance in an amount not less than One Million Dollars (\$1,000,000) to cover its potential liabilities under this Agreement, and shall name TCC as an additional insured under Exhibitor's liability policy for the period of the Show including move-in and move-out periods.

13. Rights in the Event Show is Not Held: Should TCC elect to cancel the Show for any reason, TCC's liability to the Exhibitor shall be the refund of any payments for booth space received. TCC shall not be liable for any consequential damages that may arise from such cancellation. Should the Show be cancelled due to circumstances beyond the control of TCC including but not limited to acts of God, acts of war, governmental emergency, labor strike or destruction of exhibit facility, TCC shall return each Exhibitor's space payment less a pro rata share of costs and expenses incurred.

14. General Conditions: The general conditions of the Moody Gardens Convention Center governing show contractor and labor, fire code compliance, electrical code compliance, security, fixture damage, badges, tax code compliance, music, compliance with the Americans with Disabilities Act, its regulations and guidelines (collectively "ADA"), and all other general conditions, and compliance with the rules and regulations of the Moody Gardens Convention Center are incorporated herein by reference, and made a condition of this Agreement. The Exhibitor agrees that TCC, its officers, directors, employees and agents are not responsible for any damages or charges imposed for violation of any law or ordinance, whether due to Exhibitor or agent of Exhibitor.

15. Americans with Disabilities Act: Exhibitor represents and warrants that its exhibit and product/service information shall comply with the ADA. Exhibitor shall indemnify, defend and hold harmless TCC, its officers, directors, employees and agents, and each of them, from and against any and all claims and expenses, including attorneys' fees and costs, arising out of or related to Exhibitor's breach of this provision or noncompliance with any provision of the ADA.

16. Regulation Enforcement: TCC has full power to interpret and enforce all regulations of the Show and the power to make amendments and/or further regulations that are considered necessary for the proper conduct of the Show. Such decisions shall be binding on Exhibitors. Failure to comply with these or any other regulations or amendments may be sufficient cause for TCC to require the immediate removal of the exhibit and/or the offending exhibitor. This may result in forfeiture of all further rights to exhibit at future shows sponsored by TCC together with all fees paid. TCC may lease any space so forfeited to another exhibitor. TCC reserves the right to reject any or all applications.
