

## **2024 BOOTH TERMS & CONDITIONS**

- 1. **Booth Assignments**. The first round of booth assignments are made first from a priority points system (priority points include longevity, committee involvement and sponsorships). After the first round, assignments are made on a first come basis. Every effort will be made to accommodate the choices listed on contact. In the event your choice(s) are not available, booth space nearest to the choice will be assigned.
- 2. **Set-up and Dismantle**. Your booth contract covers rental of space from move-in on Monday, June 3, 2024 at 1PM through show close at PM on Thursday, June 6, 2024. Early dismantle of booth space prior to 1PM is not permitted under any circumstances; should an exhibitor choose to dismantle their booth prior to 1PM, this may result in a \$500 fine. Set-up must be complete by Tuesday at 11AM. Failure to be set-up by this deadline may result in TCC staff re-selling booth space with no refund.
- 3. **Confines of booth space**. Solicitation of business must be restricted and confined to the space assigned. Marketing and/or materials and equipment of any kind is permitted outside the booth space assigned.
- 4. **Liability**. Exhibitor agrees to assume all risks of loss, injury, theft or damage of any kind or nature whatsoever to any exhibitor 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 GardensConvention Center from any liability whatsoever.
- 5. **Indemnification.** 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, airing out of orrelated 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.
- 6. **Insurance.** 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 liabilitypolicy for the period of the Show including installation and dismantle.
- 7. **Event Cancellation**. In the event that TCC elects to cancel the EHS Seminar and Tradeshow 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.
- 8. Americans with Disabilities Act (ADA). 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 outof or related to Exhibitor's breach of this provision or noncompliance with any provision of the ADA.
- 9. **Photography and Drone usage.** Show Management may use Photography, Drones or Video to capture footage throughout the show to be used for marketing purposes. By agreeing to these terms and conditions, you agree that you give permission to the Texas Chemical Council to video or photograph during show hours. Any other drone usage must receive permission from Show Management.

## **INCLUDED IN BOOTH PACKAGE**

- 6' draped table and 2 side chairs and wastebasket (does not include carpet which is not required but encouraged)
- Standard black and white booth ID sign, back drape and side drape in show colors
- Complimentary Wi-Fi
- Marketing across all digital platforms
- Pre and Post registration list (does not include attendees who have opted out of communications)
- 2 -Full conference registrations

## **PAYMENT & CANCELLATION POLICY**

- A deposit of \$500 is required when reserving booth space.
- Full booth balance due by March 31, 20224 Beginning April 1, 2024, full payment must accompany booth reservations.
- All cancellations must be received in writing to Director of Education & Events at <a href="lerash@texaschemistry.org">lerash@texaschemistry.org</a>. There will be a 50% refund (less a \$50 processing fee) prior to March 31, 2024. Beginning April 1, 2024 there will be no refunds. No refunds for noshows.