

# 27th Annual

## TEXAS AUTISM CONFERENCE

### Exhibitor/Author Display Regulations

**1. Purpose of Demonstration and Exhibit Site:** To assure that the Exhibition will further the purpose of the 27<sup>th</sup> Annual Texas Autism Conference, admission to the display floor is voluntary because the primary purpose of the conference is to provide parents, educators, and campus leadership with strategies, resources, tools, and evidence-based practices in the education and service of students with Autism Spectrum Disorder.

**2. Location and Dates:** The 27<sup>th</sup> Annual Texas Autism Conference will be held on Thursday, August 1st from 7:00 am – 5:00 pm; and on Friday, August 2nd from 7:00 am – 3:00 pm. Registration begins on Wednesday, July 31st. Set-up is Wednesday, August 1st from 4:00 – 7:00 pm. All exhibits must be completely set up by Wednesday, July 31<sup>st</sup> at 7:00 pm. Exhibitors will not be able to set up after that time. The Exhibition ends at 3:00 pm on Friday, August 2, 2019.

**3. Installation and Removal of Exhibits:** All exhibits must be completely ready for viewing by 7:00 pm on Wednesday, July 31st. The earliest that exhibits or displays may be removed on Friday, August 2nd, is 3:00 pm; and all exhibits must be completely removed by 5:00 pm.

It is explicitly agreed by the Exhibitor that in the event they fail to install their products in assigned Exhibit space or fail 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 it may deem proper.

**4. Space Contracts:** Exhibitors are required to complete the application to exhibit online. Selected exhibitors must render payment in full. The exhibitor will not be included in the official exhibitors' guide if payment is received after **June 30, 2019**. The ESC2 retains the right to refuse any applications received after that date.

#### **No refunds will be made after June 15, 2019.**

The \$649 space rental includes an 8X8 exhibit area, one 6-foot table-top exhibit, two chairs, and convention credentials for up to two people. Additionally, general security and general lighting is provided by the Hyatt Regency.

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to utilize the secured facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting for the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

In case of cancellation of the Conference and Exhibition due to an act of God, fire, strike or any other circumstances beyond the control of the conference organizers, the exhibitor will be refunded any money paid for booth space, less



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the prorated share allocable to the exhibit space for the expenses incurred by the ESC2 in connection with the exhibition. In case of cancellation of the conference for any other reason, or change in the place or date of the conference which is unsatisfactory to the exhibitor, the exhibitor will be entitled to a full refund of moneys paid for exhibit space.

**5. Sale of Merchandise:** Interviews, demonstrations, or distribution of souvenirs must directly relate to merchandise displayed on the exhibitor's table(s). Exhibitors may sell products on the exhibit floor during regular exhibit hours, provided that: the vending exhibitor holds the ESC2 and TEA harmless from every claim of any kind that may arise from the sale of such product, including without limitation, and consumer suit, complaint, or demand; any product liability suit or personal injury suit; or any other claim, demand, or suit, whether in a court of law or equity or in an administrative forum.

**6. Use of Exhibit Space:** Exhibit space is to be used solely for the display of the exhibitor's products and services offered for sale. All exhibits must conform to the ESC2 and TEA Display Regulations, and must not be of such nature or arrangement to obstruct the light or view of the other exhibits. No materials may be suspended from the ceiling or bridged across an aisle. 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 or its contents. The exhibitor is liable for any and all damages, which s/he may cause to the building, for any injury to any person

using or participating in their exhibit, or for any other damage or injury otherwise connected with his/her exhibit.

Management will assign the Exhibit site space to the Exhibitor for the period of the Exhibit site provided the Exhibit site is made available to Management, on receipt of the application and full payment. 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 Exhibit sites. Every effort will be made to respect any Exhibitor's space requests when possible, but 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 Exhibit site. Management reserves the right to withdraw its acceptance of an Exhibitor's application 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 site.

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. 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 cost of the Exhibitor space assigned.

Exhibitor will not be permitted to store packing crates and boxes in the booth or the Exhibit site area during the show. It is the Exhibitor's responsibility to mark and identify all crates and



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boxes. Crates not properly marked or identified may be destroyed. No trunks, cases, or packing material shall be brought into or out of Exhibitor spaces during show hours. Cartons containing valuables should not be left in the Exhibit site area.

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

Exhibitors are entitled only to as much space as may be occupied by the number of tables they secure by contract and may not occupy additional space except by agreement.

Exhibitors must not place any refuse or any materials that will endanger public safety or cause inconvenience to other exhibitors on the floor during exhibit hours. Exhibit areas must be in order before the opening hour of each show day.

Exhibitors shall not pack merchandise in paper, straw, excelsior, or any other readily flammable materials. 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 materials 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.

**7. Exhibitor Conduct:** Company/Organization representatives shall not congregate or solicit trade in the aisles. 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 Exhibitor space. Management in its sole and absolute discretion may withdraw its consent at any time, whereby the Exhibitor shall terminate such activity forth with. Distribution of pamphlets, brochures, or any advertising matter must be confined to the Exhibitor's space. Cocktail parties or social gatherings of any kind shall not be held during show hours. Exhibitor shall refrain from any action that will distract attendees from attendance at the Exhibit site during open hours. Exhibit site space shall not be used for entertaining. Exhibitors 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.

**8. Noise and Sound:** Musical instruments, radios, sound motion picture or video equipment, CD or tape 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. Should there be any question on conforming to display rules or interfering with other exhibitors, the Management will make final judgement.



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Exhibitors who play any form of copyrighted music in their space or private sessions during this event are required to be licensed by either or both the American Society of Composers, Authors and Publishers (ASCAP) and/or Broadcast Music, Inc. (BMI). Vendor producers, the association Exhibitor and facility management independently and disclaim any licensing responsibility for public performance of unlicensed music by Exhibitors during this event.

- 9. Insurance and Liability:** Exhibitors wishing to insure their property must do so at their own expense. It is **required** that all exhibitors have at least one representative in attendance at all times when the exhibits are open, and especially when exhibits are being set up and dismantled, to protect them against loss.

ESC2, TEA or the Hyatt Regency will not be held responsible for the loss of property of exhibitors from theft, damage, by fire, water, accident, or other causes. They will do all in their power to protect the property against such loss.

- 10. Indemnity and Limitation of Liability:** The 27<sup>th</sup> Annual Texas Autism Conference, not Exhibit site, nor any of their officers, agents, employees, or other representatives shall be held liable for, and are hereby released from liability for any damage, loss, harm, or injury to the person or property of the Vendor or any of its officers, agents, employees, or other representatives resulting from water or accident or any other cause. The Exhibitor shall indemnify, defend, and protect Management and the Exhibit site, and save Management, and

the Exhibit site from any and all claims, demands, suites, 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 Texas Autism Conference, the Hyatt Regency, and all staff, agents, and representatives are held harmless from any claims arising from the products given to attendees during the Exhibit.

- 11. Exhibitor Housing:** Rooms may be available at the Hyatt Regency at the special conference rate (if you are tax exempt, please bring your own form).
- 12. Union Labor:** Exhibitor must comply with all union regulations applicable to setup, dismantling, and display of its exhibits where applicable.
- 13. 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 Corpus Christi, Texas, in accordance with the Rules of American Arbitration Association and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.



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- 14. Jurisdiction:** Both Management and Exhibitor consent to the jurisdiction of the Texas District and Appellate courts and the U.S. District Court of 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.
- 15. Exhibiting in Texas:** All Exhibitors conducting sales must be registered with the Texas Comptroller's Office. Contact the Comptroller's Office at 800.531.5441 for information regarding Texas sales permits. Each Exhibitor is responsible for making this contact. The foregoing rules have been formulated in the best interest of both parties. All points not covered herein are subject to settlement by Management.
- 16. Acceptance of 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 site, including but not limited to, those contained in this contract. By electronically signing the online application for exhibit space to reserve exhibit space at the 27<sup>th</sup> Annual Texas Autism Conference, Exhibitor is accepting and agreeing to the above Terms, Conditions, and Rules for Exhibitors in the 27<sup>th</sup> Annual Texas Autism Conference Exhibition.

