

2020 TEXAS LAND CONSERVATION CONFERENCE

FEBRUARY 26-28

AUSTIN, TEXAS

EXHIBITOR AGREEMENT

PHONE 512-358-1000 • FAX 512-358-1004 • TLTC@IEMSHOWS.COM

Please print clearly

1. COMPANY INFORMATION

Business Name _____

Contact Name _____

Address _____ City _____ State _____ Zip _____

Phone (business) _____ Phone (cell) _____

Fax _____ Email _____

Website _____

Application is hereby made for exhibit space at the 2020 Texas Land Conservation Conference for the period February 26-28 under the terms and conditions of this contract.

2. BOOTH SPACE Exhibit space at the Conference is limited. Please indicate your selection.

_____ Corporate/For-Profit 6' deep x 8' wide Exhibit area: \$600 (includes skirted table and 2 chairs)

_____ Non-Profit/Government Agency 6' deep x 8' wide Exhibit area: \$250 (includes skirted table and 2 chairs) *Must be approved

List of merchandise and services provided that will be displayed during expo: _____

Each booth includes 1 complimentary Expo Only Badge - please list name of the badge recipient: _____

Expo Only Badge includes access to upstairs Exhibitor Area, breakfasts and Thursday luncheon only. It does not include entrance to any conference sessions or networking events. Tickets can be purchased separately below for the Welcome Reception or off-site Networking Dinner, as well as a discounted Full-Conference Badge upgrade.

Upgrade to a Full-Conference Badge (access to all conference events) \$200

Welcome Reception Ticket: \$30

Networking Dinner Ticket: \$45

3. TERMS & CONDITIONS

1. Full payment is due with this application. Refunds less a \$100 cancellation fee, if submitted in writing prior to January 3, 2020, will be available. Any cancellations after January 3, 2020 will forfeit full booth fees. Booth fees will be returned if application is not accepted.

2. Innovation Event Management and TLTC shall have the exclusive right to interpret the contract rules and regulations and their decision regarding such shall be final.

In making this application, I (we) agree to exhibit under and comply with the rules and regulations included on this contract. This contract shall not be binding unless it is accepted in writing by exhibitor and representative from Innovation Event Management as provided below.

CONTACT PERSON (PLEASE PRINT)

TITLE

SIGNATURE I hereby authorize Innovation Event Management to charge the card below for the total amount of this agreement.

DATE \$ _____
AMOUNT ENCLOSED

METHOD OF PAYMENT Note: All payments must be made in U.S. currency drawn on a U.S. bank. Purchase Orders will not be accepted.

Charge my:* Mastercard Discover Visa AMEX

Card Number: _____

Exp. Date: _____

Name: _____

Signature: _____

Date: _____

Please sign and return with remittance to:

Innovation Event Management
5508 Hwy 290 West, Ste. 208
Austin, TX 78735

Ph. 800-775-2774

Fax 512-358-1004

tltc@iemshows.com

FOR OFFICE USE ONLY

Amount Received \$ _____

Payment _____

Date Received _____

Contract Accepted By _____

Date _____

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INNOVATION EVENT MANAGEMENT (IEM) TERMS AND CONDITIONS

Whenever possible, space assignments will be made by Innovation Event Management (hereinafter referred to as Management), on behalf of the Texas Land Trust Council (hereinafter referred to as TLTC), for Exhibit space in the 2020 Texas Land Conservation Conference (hereinafter referred to as Expo) located at the Hilton Austin Airport (hereinafter referred to as Conference Area) according to exhibitor preferences. Management, however, reserves the right to make final determination of all space assignments in the best interests of Expo. All demonstrations or other sales activities must be confined to the limits of the exhibit booth or display area. No exhibitor shall assign, sublet or share the space allowed without the knowledge and consent of Management.

Management will direct move out time. No exhibitor will be permitted to close OR Begin MOVING OUT prior to Expo close times on Friday. All merchandise and displays must be removed from the facility after Expo closing, unless other arrangements have been made. No exhibit may be removed from Expo until Management approves.

Distribution of circulars or promotional material may be made only within the space assigned to the exhibitor presenting such material. No entertainers or special effects are allowed without the approval of Management. No loud music or other sounds will be permitted which would interfere with conversations in adjacent booths or spaces.

Exhibitors will wear official name badge identification during set up, Expo hours, and breakdown. All signs are the responsibility of the exhibitor. All signs must not exceed limitations set by Management. All drawings for prizes and giveaways must be registered and approved in advance by Management and held before close of Expo. Firms or organizations not assigned space in Expo will not be permitted to solicit business within Conference Area. Management will handle all announcements.

The exhibitor is charged with the responsibility to know and follow any and all national, state and local legal restrictions on any merchandising, advertising or promotional program which involves attracting visitors to any Exhibitor's location by any inducement which might be construed as lottery. The exhibitor is also charged with the responsibility to know and to follow any and all national, state, and local legal restrictions regarding displaying, merchandising, selling, or advertising of the exhibitor's products or services. Management does not accept responsibility for any displaying, merchandising, selling, or advertising of the exhibitor's products or services undertaken by the exhibitor.

Management sponsors and produces events on an invitation basis, and reserves the right to amend its rules and regulations as to which exhibitors may be invited or allowed to display.

Neither Management, nor TLTC, nor Expo, nor Conference Area will be responsible for the safety of the property of the exhibitor from theft, strikes, damage by fire, water, storm, vandalism or other causes. Exhibitors are advised to carry insurance to cover exhibit material against damage and loss and public liability against injury to the person and property of others.

The exhibitor is charged with the responsibility to know and follow any and all local laws, ordinances and regulations pertaining to health, fire prevention, public safety and sales tax while participating in Expo. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor.

The exhibitor hereby indemnifies releases and holds harmless Management, TLTC, Expo, and Conference Area from any and all claims of personal injury, property damage and any other claims brought by any party against Management, Expo, TLTC, or Conference Area.

Exhibitors must keep aisles clear and abide by all other rules set forth by the local law officials (i.e. Fire Marshall) and Conference Area. All inside decorations must be of nonflammable material and all hanging items must be clear of the floor. Electrical wiring must conform to the National Electrical Code and Safety Rules and any local codes or rules which may be applicable. Exhibitors and/or their agents shall not injure or deface the walls, ceiling or floors or the equipment of Management, or Conference Areas. Exhibitor is liable to Management, TLTC and/or Conference Area for any property so damaged.

Management reserves the right to restrict exhibits which, because of noise, methods of operation, materials, or for any reason, become objectionable, and also to prohibit or to evict any exhibit, which, in the opinion of Management, may distract from the general character of Expo as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character, which Management determines, is objectionable to Expo.

In the event Expo is not held for any reason, this contract shall be cancelled and terminated upon the return of the monies paid by the exhibitor for space in Expo. Return of the money will terminate any liability of Management & TLTC.

Management is not liable for any refunds or other exhibit expenses. Management will retain all reservation paid monies in the event the exhibitor fails to fulfill this contract. Further, in the event that the exhibitor fails to comply with the terms and conditions of this agreement, Management shall have the right to immediately cancel such exhibitor's right to continue to exhibit at Expo and the exhibitor shall not be entitled to the refund of any monies.

DISPUTE RESOLUTION – Austin, Travis County, Texas, will be the exclusive forum for resolving any disputes between the parties arising under this agreement or otherwise. The parties agree that any claim or controversy arising out of or relating to this agreement will be submitted to JAMS/Endispute, or its successor, for mediation, and if the matter is not resolved through mediation, then it will be submitted to JAMS/Endispute for final and binding arbitration in accordance with the Federal Arbitration Act (or if not applicable, the applicable Texas law), and the JAMS/Endispute Streamlined Arbitration Rules and Procedures of JAMS/ Endispute, Dallas, Texas. All mediation and arbitration will be conducted in Austin, Travis County, Texas. The parties will bear the cost of the JAMS/Endispute equally.

Innovation Event Management will have absolute authority to approve or disapprove any issue that arises. Innovation Event Management, LP, a Texas Limited Partnership acts as event management and production company as well as an agent for Texas Land Trust Council for the 2020 Texas Land Conservation Conference.

These regulations become a part of the contract between the exhibitor and Management, and have been formulated for the best interests of all concerned. Management respectfully asks the full cooperation of the exhibitors in their observance. All points not covered are subject to the decision of Management. Failure of the exhibitor to abide by the terms of this agreement will render the agreement null and void, and all sums of paid monies by the exhibitor shall be retained by Management as liquidated damages, which the parties stipulate, would be reasonable damages.