

LeadingAge Texas
2020 Annual Conference & Solutions EXPO
Exhibitor Terms & Conditions

As a condition of participation in the 2020 Annual Conference & Solutions EXPO, Exhibitor agrees to comply with the following Exhibitor Terms & Conditions:

Defined Terms

Event: 2020 Annual Conference & Solutions EXPO, currently scheduled to take place November 2-3, 2020, at the Henry B. Gonzalez Convention Center in San Antonio

Exhibitor: The company or person or any of its officers, directors, shareholders, employees, contractors, agents, or representatives that applied for exhibit space rental and submitted the Registration Application

Venue: Henry B. Gonzalez Convention Center, 900 E. Market Street, San Antonio, TX 78205

LeadingAge Texas: LeadingAge Texas, a Texas nonprofit corporation, and its officers, directors, agents, affiliates, representatives, employees, or assigns, unless the context requires otherwise

Exhibit Specifications and Equipment

- A. Included with the online registration is a floor plan of the exhibit hall. LeadingAge Texas will attempt to accommodate Exhibitor requests for specific exhibit space; however, no guarantees can be made that the Exhibitor will be assigned the specific exhibit space requested. Exhibitor acknowledges that this Registration Application is not issued for specific exhibit space, but rather for the right to participate as an Exhibitor in the Event. LeadingAge Texas reserves the right to make changes to the floor plan or exhibit schedule if necessary.
- B. All booths are either 10' deep x 10' wide or 8' deep by 10' wide in size. Each booth will be set with an 8' high back drape and 3' high side dividers. Corner booths do not include side divider on isle.
- C. A standard furniture package (consisting of one table, two chairs, one wastebasket and one 7" x 44" company identification sign) will be provided. Exhibitor may decline the standard furniture package or upgrade for an additional fee during the registration process.
- D. All displays, samples and distributed promotional material must comply with the rules and requirements of the Venue, and Exhibitor agrees to promptly comply with the instructions of Venue staff at all times during the Event.

Business Membership Required

A current LeadingAge Texas Business Membership is required to exhibit. Exhibitor will be billed separately for membership dues. Exhibitor's Registration Application will be denied if membership dues are not paid in full prior to or concurrently with submission of the Registration Application. Business Membership dues are non-refundable and will not be returned to Exhibitor under any circumstances, including but not limited Event cancellation by either party.

Exhibit Hours

Monday, November 2, 2020

12:00 p.m.-3:30 p.m. Exhibitor Set-up

4:30 p.m.-6:30 p.m. Hall Open

Tuesday, November 3, 2020

12:15 p.m.-2:15 p.m. Hall Open

2:30 p.m.-6:00 p.m. Exhibitor Tear-down

Payment Deadlines

Exhibitor shall pay exhibit fees upon submission of the Registration Application. If credit card payment cannot be made at the time of the registration, the invoice terms are due upon receipt, and payment should be remitted within 10 business days.

Exhibitor Breach – Nonpayment

If Exhibitor fails to make required payments as described in these Exhibitor Terms and Conditions, or is otherwise in breach of these Exhibitor Terms and Conditions, LeadingAge Texas may terminate the Exhibitor's participation in the Event without further notice and without obligation to refund moneys previously paid. In order to qualify for and retain original reserved rate for exhibit space, full payment for the space must be remitted by posted deadline. If full payment is not received by the deadline, any rate discounts obtained at the time of original booking will become void, the space will be subject to current posted rates, Exhibitor will be responsible for the new adjusted total, and full payment must be remitted before space is officially assigned to Exhibitor. Until payment is made in full, the space is not secured and LeadingAge Texas may release the space to make it available to other interested parties who are ready to commit with full payment and retain any payments made to it by Exhibitor. The balance must be paid in full. Exhibitor may not move-in until full payment is received. Any violations may impact Exhibitor's ability to exhibit in future LeadingAge Texas exhibitions or other events.

Installation and Removal of Exhibits

- A. Under no circumstances will Exhibitor be allowed to commence installation unless all balances are paid in full.
- B. Exhibitor may commence installation no sooner than 12:00 p.m. Monday, November 2, 2020. The exhibit must be claimed, installed and ready for show opening by 3:30 p.m. Monday, November 2, 2020. LeadingAge Texas reserves the right to resell or reassign any space not claimed and occupied by 3:30 p.m. Monday, November 2, 2020 without obligation on the part of LeadingAge Texas for any refund whatsoever, unless LeadingAge Texas has approved such delay in advance. After 3:30 p.m. Monday, November 2, 2020, no exhibit or display may be brought in or installed without approval of LeadingAge Texas.
- C. No exhibit shall be removed, taken down or disturbed until 2:30 p.m. Tuesday, November 3, 2020. Exhibits must be dismantled and cleared from the hall by 6:00 p.m. on Tuesday, November 3, 2020. Any exhibitor breaking booth down during show hours may result in future contracts not being accepted and a fee up to 100% of booth cost.
- D. If Exhibitor fails to remove the exhibit and all trash associated therewith by 6:00 p.m. on Tuesday, November 3, 2020, LeadingAge Texas will cause the space to be vacated and cleaned at Exhibitor's expense, and Exhibitor will make immediate payment to LeadingAge Texas.

Exhibitor Personnel

- A. A representative from Exhibitor must be present at the booth at all times when the exhibit hall is open (see “Hall Open” times in Exhibit Hours, above). A maximum of four individuals will be allowed to work in a booth at one time.
- B. Badges are required for entry to the exhibit hall and must be worn at all times. Two exhibitor badges will be provided with booth registration. Additional exhibitor badges can be purchased.
- C. Exhibit booth fee allows two exhibitors access to the full conference. Additional exhibitors may register to attend the full conference at a discounted rate. Exhibitors are encouraged to take advantage of these extra opportunities to network with meeting attendees.
- D. Manufacturer's representatives are only allowed to work in the booth of the company representing their products. The exhibiting company must include the representative as one of their exhibit booth personnel.

Use of Space

- A. All demonstrations, interviews, distribution of advertising materials or other activities must be confined to the limits of the exhibitor assigned booth(s), and must pertain to Exhibitor and its products and services. Exhibitor’s equipment and/or display materials must not block the visibility of neighboring booths. Exhibitor will create a professional atmosphere with its display and activities, as determined by LeadingAge Texas. LeadingAge Texas may inspect booths to ensure displays meet the specified guidelines. Exhibitor must immediately make changes as required by LeadingAge Texas if any aspect of Exhibitor’s booth, activities or display does not meet requirements or is otherwise objectionable, in the sole discretion of LeadingAge Texas.
- B. No decorations, lighting, signs or displays may extend or be placed beyond Exhibitor’s booth or into the aisles or any common areas. Exposed areas of the booth must be finished or covered at Exhibitor's cost. Cutting or sawing on floors, driving nails / tacks into the floors, walls or booth equipment, or use of masking tape is strictly prohibited. Any damage caused to the Venue, furniture, or other booth equipment by the installation or showing of displays or equipment or the installation or removal of the exhibit will be charged to and paid for by Exhibitor.
- C. Exhibitor shall not assign, sublet, or share the whole or part of the space allotted without the prior written consent of LeadingAge Texas.

Use of Contractor Services

All standard contracting services for the Event will be accommodated by the official show services contractor, Freeman Expositions, Inc. (“Freeman”). Information regarding set-up/tear down, lighting, power, additional equipment or furnishings and shipping will be included in the Exhibitor Service Kit sent to you at a later date by LeadingAge Texas or by Freeman. If Exhibitor chooses to utilize its own contractor (“Personal Contractor”) to provide any of the non-exclusive services that Freeman may otherwise perform under its agreement with LeadingAge Texas, Exhibitor will provide LeadingAge Texas at least 10 days prior to the event move-in date (I) a written statement setting forth the identity and intended use of the Personal Contractor; and (II) a certificate of insurance evidencing that the Personal Contractor has in place the minimum insurance coverage as defined herein. The Personal Contractor will furnish evidence of workers compensation insurance in the minimum amount required by state law as well as evidence of commercial general liability in a minimum amount of one million dollars covering all operations and automobile liability insurance and a minimum amount of one million dollars covering all owned, hired and non-owned vehicles. The policies for Commercial General Liability and Automobile Liability shall name LeadingAge Texas, Venue and Freeman as additional insured(s) for the Event.

Exhibitor Cancellation

Exhibitor must notify LeadingAge Texas of its intention to cancel all or a portion of any exhibit space in writing (via email to dorothy@leadingagetexas.org, with confirmation) and is subject to Exhibitor's payment of cancellation fees as outlined below:

Date Notice of Cancellation is Received by LeadingAge Texas	Cancellation Fee
After Acceptance of Terms and Conditions – July 10, 2020	50% of total exhibit space and listing fees per each cancelled space
On or After July 11, 2020	100% of total exhibit space and listing fees per each cancelled space

Refunds and cancellation fees are based on the total exhibit space. LeadingAge Texas shall not be liable for interest on any amount refunded.

Virtual Event

LeadingAge Texas reserves the right to host a virtual version of the Event ("Virtual Event") to be conducted either concurrently with the Event or at another time, as determined by LeadingAge Texas in its sole discretion. Exhibitor shall be entitled to participate in the Virtual Event at no additional charge. Information about how to participate in the Virtual Event will be provided by LeadingAge Texas.

LeadingAge reserves the right to cancel the Event and host only the Virtual Event at such time(s) and in such manner as shall be determined by LeadingAge Texas in its sole discretion. Exhibitor will be entitled to participate in the Virtual Event and will not be refunded if the Virtual Event proceeds despite Event cancellation, regardless of Exhibitor's participation therein.

Event Cancellation

If LeadingAge Texas cancels both the Event and the Virtual Event for any reason, including due to circumstances beyond the reasonable control of LeadingAge Texas (such as Acts of "God," Act of War, governmental emergency, labor strike, unavailability of the exhibit facility, municipal action of any kind, or impracticality of holding the Event), LeadingAge Texas shall refund to Exhibitor its exhibit space rental payment previously paid, less costs and expenses incurred in full satisfaction of all liabilities.

Security

Security is not provided in the exhibit hall. The exhibit hall will be closed overnight on Monday, November 2, 2020. Do not leave valuable items in booth unsupervised. Exhibitor is responsible for any lost, stolen, or damaged items.

Indemnification

Exhibitor hereby assumes responsibility for and agrees to indemnify, defend and hold harmless LeadingAge Texas, Venue, and the respective officers, directors, employees, agents, members, agents, successors and assigns of both ("Indemnitees") from and against any loss, damage, claim, liability, and expenses (including attorneys' fees), including personal injury or property damage or loss, arising out of or in connection with the Exhibitor's participation in the Event and/or the negligence, gross negligence or willful misconduct of Exhibitor, its employees, agents, or contractors except Exhibitor is not responsible to an Indemnitee for the Indemnitee's gross negligence or willful misconduct. The terms of this provision shall survive the termination or expiration of these Exhibitor Terms and Conditions.

Observance of Laws and Safety Codes

Exhibitor shall comply with all federal, state and local laws, including all safety and fire codes and regulations. Questions regarding fire and safety and use of cooking elements should be directed to Freeman and Venue.

Venue Rules and Regulations

All of the above rules and regulations and those of the Venue are incorporated herein by reference and made a part hereof. Exhibitor shall abide by any and all agreements made by and between LeadingAge and LeadingAge Texas and the facility in which Exposition takes place and any rules and regulations of Exposition facility. LeadingAge Texas reserves the right to determine all matters and questions not covered by these Exhibitor Terms and Conditions.

Terms and Conditions Subject to Change

All terms and conditions contained herein are subject to change at any time without advance notice. LeadingAge Texas reserves the right to determine all matters and questions not covered by these Exhibitor Terms and Conditions.

Hospitality Suites/Events

Exhibitor agrees not to host hospitality suites and other events at times that conflict with LeadingAge Texas scheduled education and social events. Exhibitor will be fined a fee of up to 100% of booth rental and future event registrations may be rejected for violation of this provision. No signs or invitations are to be posted or sent without prior approval. Contact LeadingAge Texas for suggested times, locations and approval.

Electronic Agreement

This Agreement may be executed by scanned and emailed signature, or any other electronic means (“*Electronic Signature*”), and each such Electronic Signature shall constitute an original signature for all purposes. Any party executing this Agreement by Electronic Signature hereby waives any argument or defense to said party’s signature not being an original signature. This section constitutes an agreement between the parties to conduct transactions by electronic means pursuant the Texas Uniform Electronic Transactions Act, Chapter 322, Texas Business & Commerce Code.

Binding Agreement

Submission of the Registration Application constitutes a binding offer, which LeadingAge Texas may accept by online submission, email, or mail. Exhibitor agrees that upon acceptance of this Registration Application by LeadingAge Texas, with or without appropriate payment of the exhibition fee and further action by Exhibitor, the Registration Application shall become legally binding and enforceable against Exhibitor in accordance with its terms.

By submitting the online Registration Application and clicking the “I Agree to Comply with the Exhibitor Terms and Conditions” box, Exhibitor acknowledges that a duly authorized representative has read and agrees to comply with the Exhibitor Terms & Conditions.

LeadingAge Texas | 2205 Hancock Drive | Austin, Texas 78756 |

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