



## 2019 CONTRACT FOR EXHIBIT BOOTHS & SPONSORSHIP

American Society of Landscape Architects – Texas Chapter

2019 Annual Conference | Irving Convention Center | Irving, Texas  
April 24-26, 2019

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### ANNUAL CONFERENCE EXHIBITOR RULES AND REGULATIONS

**1. LOCATION AND DATES.** The Texas ASLA 2018 Annual Conference will be held April 24-26 at the Irving Convention Center, 500 W. Las Colinas Blvd., Irving, TX 75030. **IMPORTANT - The 2019 conference move-in day will be on Wednesday, April 24, and the expo will be held on Thursday and Friday.**

**2. SPACE CONTRACTS.** Contracts are awarded and displays are assigned on a first-come, first-served basis. In order to reserve a booth space, complete contract and submit full payment. **CANCELLATION:** Full refunds less a 25% processing fee will be granted for canceled contracts if the cancellation is requested in writing and postmarked on or before March 15, 2019. No refunds will be granted for display space or advertising canceled after March 15, 2019. Texas ASLA shall have full right to consider this contract terminated and to retain as liquidated damages all monies paid and to lease that Exhibitor's space to another Exhibitor.

**3. SPACE ASSIGNMENT.** Spaces will be assigned in the order contracts are selected online with payment and signed agreement received by ASLA Texas. In all cases, efforts will be made to assign space in compliance with the applicants' choices; however, no guarantee is made by ASLA Texas that Exhibitors specifications will be met. ASLA Texas will provide display space to the Exhibitor as indicated on the official floor plan, insofar as possible, but reserves the right to make any changes in the interest of any Exhibitor or ASLA Texas

**4. USE OF SPACE.** Regardless of the number of Linear Booths (10' x 10') utilized, display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8ft (2.44m) is allowed only in the rear half of the booth space, with a 4ft (1.22m) height restriction imposed on all materials in the remaining space forward to the aisle. End-cap Booths are 10ft deep by 20ft wide. The maximum back wall height allowed is 8ft (2.44m) and the maximum back-wall width allowed is 10ft (3.05m) at the center of the back-wall with a maximum 5ft (1.52m) height on the two side aisles. Within 5' of the 2 side aisles, the maximum height for any display materials is 4'.

**5. SUBLETTING SPACE.** No Exhibitor may sublet, assign, or apportion any part of the space allotted, or represent, advertise, or distribute literature for the products or services of any other firm or individual except as approved in writing by ASLA Texas. The purposes of the exhibit are to inform and educate ASLA Texas members regarding characteristics and uses of the products.

### 6. INSTALLATION AND DISMANTLING

**Booth Set Up:** All exhibit installations must be completed between by 5:30 pm on Wednesday, April 24, 2019. Booth set up will not be permitted after that time. The show decorator will carpet and furnish any booth space not set up by 5:30 pm the day before the show opens and the invoice for set up and materials will be sent to the exhibitor

**DISMANTLING:** Exhibits may not be dismantled before the close of the show on Friday, April 26, 2019. Due to the disruption to the classrooms in the exhibit hall and distraction to the announcements, exhibitors that dismantle early will be charged a \$200 fine. Exhibits must be removed by the Exhibitor from the premises no later than the time indicated in the official Exhibitor manual. Exhibitor shall be liable for all storage and handling charges resulting from the failure to remove exhibit material from the exhibit hall prior to the conclusion of the dismantling period as specified by ASLA Texas.

### 7. EXHIBITORS' ADMISSION CREDENTIALS.

Exhibitors must furnish ASLA Texas with an advance list of their representatives. Representatives must check-in at the registration desk and must wear an identification badge provided by ASLA Texas, at all times. Exhibitors requiring substitution or additional badges will be charged \$10.00 per badge. Exhibitor's booth representatives shall be restricted to employees of the exhibiting companies who are working in the Exhibitor's booth. ASLA Texas limits the number of booth representatives to 4 at any time.

**8. RESTRICTION OF ACTIVITIES.** All Exhibitors activities must be confined to the contracted exhibit space. No solicitation or distribution of materials outside of exhibit space will be allowed without written permission from ASLA Texas.

**9. PROPER ATTIRE AND CONDUCT.** Exhibitor's representative's manner, appearance, and dress must be such as not to offend even the most critical. Any breach of this rule may result in Exhibitor being ejected or barred from the show. Exhibitors operating audio or any other noise creating devices shall do so only at a level which will not interfere with other Exhibitors or add unduly to

general acoustic inconvenience, or ASLA Texas may require discontinuance of their use. Should the wording on any sign or area in Exhibitor's booth be deemed by ASLA Texas to be contrary in any way to the best interests of the trade show, Exhibitor shall make such changes as are requested by ASLA Texas. All demonstrations of services or equipment, interviews, and other exhibit activities must be conducted so as not to infringe on the rights of other Exhibitors or offend visitors to the exhibit.

**10. MUSIC LICENSING.** Exhibitors using music in their booth, either live or mechanical, must provide ASLA Texas with a copy of the Exhibitors Licensing Agreement with ASCAP, BMI, or other such licensing organization. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold ASLA Texas harmless from any action brought against ASLA Texas by ASCAP, BMI, or other such licensing organization for the playing of such music.

**11. DAMAGE TO PROPERTY.** Exhibitor is liable for any damage caused by Exhibitor or its representatives to building floors, walls, or columns, or to the property of other Exhibitors. Exhibitor may not apply paint, lacquer, adhesive, or other coating to building columns or floors or to standard booth equipment.

**12. FIRE AND SAFETY REGULATIONS.** Exhibitor agrees to accept full responsibility for compliance with federal, state, and municipal regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment. Exhibitor agrees to comply with all state and local fire and safety regulations. Combustible or explosive materials and substances must be flame-proofed. Packing containers, excelsior, wrappings, and similar materials must be removed from the exhibit area and may not be stored under tables or behind displays.

**13. ALCOHOLIC BEVERAGES.** The use of alcoholic beverages in the Trade Show area by the Exhibitor is prohibited except by permission of ASLA Texas.

**14. ATTENDANCE.** ASLA Texas shall have sole control over admission policies at all times. Non registered attendees are not permitted into the exhibit hall. This conference is a closed show and there is not a guest badge option for attendees.

**15. SALE OF MERCHANDISE:** Exhibitors may sell products on the exhibit floor during regular exhibit hours, provided that (1) the product relates directly to the profession of landscape architecture and (2) the vending Exhibitor holds ASLA Texas harmless from every claim of any kind that may arise from the sale of such products, including without limitation, any consumer suit, complaint, or demand; any product liability suit; or any other claim, demand, or suit, whether in a court of law or equity or in an administrative forum. ASLA Texas reserves the right in their sole discretion, to prohibit or discontinue sales for any reason at any time. Exhibitors are responsible for any and all permits required by law or local ordinance. An Exhibitor without a Texas location needs a Use Tax permit. There is no fee for a Use Tax permit. In the event that an exhibitor engages in on-location transactions, the exhibitor will be responsible for complying with all federal, state, and local laws that may pertain to such sales. All exhibitors must be registered with Texas Comptroller's Office. In addition, exhibitors must have a Texas Sales permit or proof of tax-exempt status in order to exhibit at the Conference. Contact the Comptroller's Office (512.463.3731 or [www.cpa.state.tx.us](http://www.cpa.state.tx.us)) for information regarding exhibiting in Texas and Texas sales permits. Each exhibitor is responsible for making this contact.

**16. COPYRIGHT POLICY.** The Copyright Laws require the payment of a user fee before any performance of copyrighted work (such as music or literature). Exhibitors are responsible for procuring permission to use any copyrighted work that is performed, broadcast, displayed, or used in ASLA Texas publications, which is supplied to ASLA Texas by the Exhibitor. Each Exhibitor assumes full liability for any infringement of the Copyright Act committed by or on behalf of such Exhibitor and agrees to hold ASLA Texas and their employees and agents harmless and to assume all costs and damages for any direct or indirect liability ASLA Texas may incur by such infringement. For any infringement committed, each Exhibitor agrees to assume the duty to defend, including paying for all costs associated with the infringement defense, giving ASLA Texas right to control litigation and choice of counsel.

**17. NON-LIABILITY:** It is expressly understood and agreed by each and every contracting Exhibitor and his or hers guests that neither ASLA Texas, nor its employees, nor its contractors shall be liable for loss or damage to the goods or properties of Exhibitors. All property of the Exhibitor is understood to remain under his or her custody and control in transit to, within, or in transit from the confines of the Exhibit Hall, subject to the Rules and Regulations of this conference. By signing the contract, Exhibitor releases and agrees to indemnify ASLA Texas, its managers, officers, members, sponsors, employees, and agents, and indemnify and save them harmless from any suit or claim for property damage or personal injury (including punitive damages) by whosoever sustained, including Exhibitor and its employees, servants, independent contractors, and agents of every kind or employees on or about the Exhibitor's space or arising out of Exhibitor's participation in the exhibition, expressly including such damage or injury resulting in any part from the negligence of one or more of the aforementioned indemnities. The performance of this contract by either party is excused if made impossible or illegal by acts of God, war, government regulation, disaster, civil disorder, curtailment of transportation facilities, power outage, or other emergency over which any party has no control. This agreement may be terminated for one or more of such reasons by written notice from one party to the other, but upon termination for any such reason, Exhibitor is not entitled to a refund or reimbursement. The Exhibitor does not have the right to request a refund because the facility fails to provide any service. (e.g., electricity goes out and attendees cannot see exhibit). Failure by the Exhibitor to comply with these rules and regulations as agreed by the parties or the breach of any representation, warranty, or guarantee by the Exhibitor shall render the Exhibitor liable for direct and consequential damages, expenses, allocations of overhead, etc., including but not limited to, reasonable attorney's fees. This agreement represents the complete understanding of the parties and may be amended, modified, or otherwise altered only pursuant to the mutual written agreement of the parties.

**18. ASLA TEXAS NAME AND LOGO.** Exhibitors must have approval from ASLA Texas to use the official logo, ASLA Texas Conference logo and/or organization name: American Society of Landscape Architects Texas Chapter.

**19. FAILURE TO HOLD TRADE SHOW.** Should any contingency prevent holding of the Trade Show, this lease shall terminate, and the Exhibitor waives any claim for damages or compensation, and neither party shall have any further obligation against the other, except that ASLA Texas shall refund to the Exhibitor the amounts paid under the Agreement, less a pro rata share of ASLA Texas's actual expenses incurred in connection with said trade show. Said pro rata share of ASLA Texas's actual expenses is to be determined on the basis of the number of square feet of floor space assigned to the Exhibitor in relation to the total number of square feet of floor space assigned to all Exhibitors.

**20. EXHIBITOR'S RESPONSIBILITY.** Exhibitor agrees to indemnify ASLA Texas, the Venue, members, officers, directors, agents, and employees of each of these entities and official show contractors against and hold them harmless for any claims arising out of the acts or negligence of the Exhibitor, his agents, or employees, or out of labor disputes.

**21. INSURANCE & LIABILITY.** General liability and fire insurance is the responsibility of the Exhibitor. A certificate must be furnished naming ASLA Texas as co-insured with limits of liability of at least \$1,000,000 combined single limits including bodily injury and property damage. ASLA Texas assumes no risk and by acceptance of this agreement the Exhibitor expressly releases ASLA Texas, the Venue, members, officers, directors, agents, and employees of each of these entities, and official show contractors of and from any injury to itself or employees while in the trade show quarters. Exhibitor agrees to hold ASLA Texas, the Venue, and official show contractors, harmless for damage to the Exhibitor from any cause whatsoever or from any action of any nature by ASLA Texas, including damage to his business by reason of failure to provide space for his exhibit, or failure to hold the trade show as scheduled, except as provided herein.

**22. AMERICANS WITH DISABILITIES ACT.** Exhibitor acknowledges its responsibilities under the Americans with Disabilities Act (ADA) to make its booth accessible to handicapped persons. Exhibitor shall also indemnify and hold ASLA, the Venue, members, officers, directors, agents, and employees of each of these entities harmless against cost, expense, liability or damage which may be incident to arise out of, or be caused by Exhibitor's failure to comply with the requirements of this Act.

**23. RESTRICTIONS.** ASLA Texas reserves the right to restrict exhibits which, because of noise, method of operation, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the Convention as a whole. It may forbid installation or request removal or discontinuation of any exhibit or promotion which, if continued, departs substantially from the description given advance approval. In the event of such restrictions or evictions, ASLA Texas is not liable for any refund of rental or other expenses. Advertising, displays, demonstrations, conferences, entertainment, convention registration, and hospitality rooms in the interest of business are not permitted except by firms that have rented space to exhibit.

**24. UNION RESTRICTIONS.** Exhibitors are required to observe all union contracts in effect between ASLA Texas, its official contractors, the hotel, and various other organizations. ASLA Texas cannot take the responsibility for interference with the show caused by disputes involving union personnel and individual Exhibitors.

**25. SECURITY.** ASLA Texas will provide 24-hour perimeter guard service and take reasonable precautions to safeguard Exhibitors' property. The provision of this service, however, shall not be construed as an assumption of obligation or duty with respect to the protection of the Exhibitor's property. Exhibitor shall not hold ASLA Texas liable for any loss, damage, theft, or destruction of Exhibitors' property, and further shall indemnify ASLA Texas, the Venue, members, officers, directors, agents, and employees of each of these entities and official show contractors against, and hold them harmless from any complaints, suits, or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of space.

**26 INTERPRETATION AND ENFORCEMENT.** ASLA Texas reserves the right to make such additional conditions, rules, and regulations as Texas ASLA deems necessary to enhance the success of the ASLA Texas Conference. Failure of ASLA Texas to declare any violation of these rules immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such violation. ASLA Texas shall have the right to declare any violation at any time and take such action as might be lawful or authorized here under, either in law or in equity. The receipt of any rent or payment by Texas ASLA, with or without knowledge of any breach or violation by ASLA Texas of any conditions, terms, or covenant, here under shall not be determined or considered as a waiver of any provision here under.