

2019 Exhibitor Application & Contract

SALES: expo@texaspharmacy.org | 512-836-8350 **FAX:** 512-836-0308 • **MAIL:** TPA | 3200 Steck Avenue Suite 370 | Austin, TX 78757

1. COMPANY INFORMATION

Business Name: _____ Contact Name: _____

Address: _____ City: _____ State: _____ ZIP: _____

Business Phone: _____ Cell: _____ FAX: _____

E-mail: _____ Website: _____

Please list any special requests or competitors you would prefer NOT to be located near: _____

A BRIEF company description for Conference exhibitor listings (Use attachment if more space needed): _____

2. SELECT BOOTH

Check all that apply.

	by 8/31/18	by 12/31/18	by 3/31/19*
1 - Standard (10x10)	<input type="checkbox"/> \$2,000	<input type="checkbox"/> \$2,250	<input type="checkbox"/> \$2,500
2 - Standard (10x10)	<input type="checkbox"/> \$3,800	<input type="checkbox"/> \$3,975	<input type="checkbox"/> \$4,225
Island Booth(20x20)	<input type="checkbox"/> \$7,200	<input type="checkbox"/> \$8,000	<input type="checkbox"/> \$9,000
Add Corner Upgrade	<input type="checkbox"/> \$250	<input type="checkbox"/> \$250	<input type="checkbox"/> \$250

Visit www.texaspharmacy.org for the most up-to-date listing of availability.

Select Booth Preference: 1st _____
See floor plan for booth 2nd _____
numbers & exhibit hall layout. 3rd _____

*All Reservations after 3/31/19 add \$250 surcharge.

NOTE: Booth assignments are based on availability and are made at TPA's discretion. TPA reserves the right to reassign exhibitors as needed.

3. SPOTLIGHT YOUR BOOTH

Check all that apply.

- Expedition Map - \$250: Attendees will be given a list of sponsoring exhibitors that they must visit in order to be placed in a drawing. Exhibitors will be promoted in advance of the event and onsite as sponsors of the giveaway. This fun attendee activity will increase interest in your company and help you capture valuable sales contacts.
- Program Advertisement - \$500: Every attendee receives a conference program guide with a listing of all activities throughout the event and valuable exhibitor information to take home. Prominently display your company with a half-page ad space.

4. TERMS & CONDITIONS (See page 2 for complete exhibitor terms & conditions)

- Full payment is due with this application. Refund given less a \$500 cancellation fee if cancellation request submitted in writing prior to 4/15/2019. Any cancellations after that date will forfeit the entire booth fee. Your booth fee will be returned if your exhibitor application is not accepted.
- TPA has the exclusive right to interpret the contract provisions and its decision regarding such shall be final. In making this application, you agree to exhibit under and comply with all rules and regulations included in this contract. The contract shall not be binding unless it is accepted in writing by exhibitor and approved by Texas Pharmacy Association.

I (we) hereby apply for exhibit space at the 2019 TPA Conference & Expo for August 2-3, 2019, under the terms & conditions of this contract.

5. PAYMENT: Please make all checks payable to Texas Pharmacy Association – Tax ID #74-1018202

Contact Person (Please Print): _____ Title: _____

Signature: _____ Date: _____ Amount Enclosed: _____

Mailing Check Date Expected: _____ Check Enclosed

Please Charge My Credit Card: Visa MasterCard American Express

Card No: _____ Exp. Date: _____ Security Code on card: _____

Cardholder's Name: _____

Reserve & Pay By December 31, 2018 - Fees Increase on January 1!

2019 TPA Conference & Expo: Exhibit Hall Terms & Conditions

1. These regulations are part of the contract between the Exhibitor and Texas Pharmacy Association (hereinafter referred to as TPA). TPA reserves the right to change, amendment and add to these rules as considered advisable for the proper conduct of the exhibit with the provision that all exhibitors will be advised of such changes. Any matters not specifically covered herein are subject to decision by TPA.
2. Exhibitor applications must be submitted by March 31, 2019, and accompanied by full payment. Applications will not be processed nor booths assigned without the required payment. Applications submitted after March 31, 2019 must include a \$250 administrative charge with payment.
3. Exhibitor Cancellation Policy – All exhibitor cancellations must be submitted in writing and received by TPA on or before April 15, 2019, to receive a full refund less a \$500 administrative fee. No refunds will be issued for cancellations received after April 15, 2019. Please note that exhibitor registration cancellations must be submitted in writing separately from the exhibit booth space cancellation. Cancellations must be submitted in writing to expo@texaspharmacy.org.
4. Termination of Meeting and Exposition – Should the premises in which TPA's 2019 Conference & Expo is to be held become, in the sole judgment of the Association, unfit for occupancy, or should the meeting and trade exposition be materially interfered with by reason of action of the elements, strike picketing, boycott, embargo, injunction, war, riot, emergency declared by a governmental agency, or any other act beyond the control of TPA, the contract for exhibit space may be terminated. TPA will not incur liability for damages sustained by exhibitors as a result of such termination. In the event of such termination, the exhibitors expressly waive such liability and release the Association from all claims for damages and agree that the Association shall have no obligation except to refund to exhibitors prorated shares of the aggregate amounts received by the Association as rental for exhibit spaces for said exhibits after deducting all costs and expenses in connection with such exhibits, including reasonable reserves for claims. Such deductions are hereby specifically agreed to by the exhibitor.
5. The contract of any exhibitor that fails to follow all rules and regulations set by TPA may be terminated. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit the amount paid for exhibit space, whether or not TPA subsequently leases the space involved.
6. Where possible, space assignments will be made by TPA in keeping with exhibitor's requested location(s) – TPA, however, reserves the right to make the final determination of all space assignments in the best interests of the Expo. TPA will make booth assignments for all exhibit contracts received after May 1, 2019.
7. No exhibitor shall assign, sublet or share the exhibit space allotted with another business or firm.
8. Be a Good Neighbor – No exhibits are permitted that interfere with or impede access to other exhibits, or impede the free use of designated aisles and walkways. Booth personnel – including demonstrators, receptionists and models – are required to confine their activities within an exhibitor's booth space. Apart from the specific display space for which an exhibiting company has contracted with TPA, no part of the Exhibit Hall and its grounds may be used by any organization other than TPA for display purposes of any kind or nature. Representatives should dress professionally to maintain the businesslike demeanor of the Expo.
9. TPA exhibit construction guidelines must be observed. Booth backgrounds are 8 feet high; side rails are approximately 33" high. The back half of the side walls of the booth may extend to the height of the back wall. The front half of the side wall must contain at least 50% open area to permit side viewing through the booth. If motion pictures, other than AV or loudspeakers are used, the exhibitor agrees to comply with the union requirements for the operation of the equipment. Sound presentation, slides or movies will be permitted if tuned to conversational level and if not objectionable to neighboring exhibitors. TPA reserves the right to restrict use of bright lights or objectionable lighting effects. The exterior of any display cabinet or structure visible from an adjacent booth must be finished or suitably decorated at the expense of the exhibitor erecting or installing such a display and must not include corporate or product identity that would detract from the adjacent display. If the Exhibit Hall is not carpeted, then TPA exhibitors are required to carpet each contracted booth space.
10. Fire regulations require that all display materials be flameproof. Electrical signs and equipment must be wired to meet the specification of the local Fire Underwriters Inspection Bureau. Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention, and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor.
11. Cost for repairing any damages to the Exhibit Hall will be billed to the responsible exhibitor. Nothing can be posted or tacked, nailed, screwed, glued or otherwise attached to the columns, walls, floors, ceiling, furniture, or other properties of the Exhibit Hall, Convention Center, or Hotel.
12. Service personnel are not allowed in the Exhibit Hall without work orders and official service badges. Exhibitors using companies other than TPA's official contractors, must advise them to check with the Exhibitor Service Center upon their arrival. Copies of all job orders must be presented at that time for TPA's files to qualify the company's participation. Upon verification, official service badges will be issued allowing access to the exhibit area during service hours only.
13. All exhibits must be fully operational by 5 p.m. on Friday, August 2. Exhibitors that do not claim their booths by 3:30 p.m. on Friday, August 2, forfeit all rights to the exhibit space. All monies paid shall be retained by TPA and the booth space reverts back to TPA for use or resale.
14. Exhibitor shall wear the official exhibitor identification badge provided by the Association during set-up, Expo hours and breakdown.
15. Exhibitor displays will not be dismantled or packed in preparation of removal prior to the official closing time of Saturday, August 3, at 1:00 p.m. Breakdown of displays begins on Saturday, August 3, at 1:30 p.m. and move out must be completed by 3 p.m. on August 3. At that time all exhibit displays or materials left in booths without instructions will be packed and stored at the discretion of TPA, and all costs charged to the exhibitor.
16. No equipment may be removed from the Exhibit Hall during the conference without written permission from TPA.
17. Exhibitors are advised to carry floater insurance to cover exhibits against damage and loss and public liability insurance against injury to other persons and property. Guards will be provided, but the provision of guards shall not be deemed to increase the liability of TPA, its members, representatives or Official Service Contractors, employees or The Woodlands Waterway Marriott Hotel and Convention Center, its representatives and employees, nor to modify in any way the assumption of risk and release provided for above. All property of the exhibitor is understood to remain under his custody and control, in transit to and from the confines of the hall, subject to the Terms and Conditions of the Exposition. Exhibitors are advised to provide locked storage facilities within their display areas for excess merchandise.
18. Hold Harmless Clause – Exhibitor assumes all responsibility and liability for losses, damage and claims arising from injury or damage to exhibitor's displays, equipment and other property brought upon the premises of the Hotel and Convention Center, and shall, to the extent permitted by Texas law, indemnify and hold harmless the Hotel, Convention Center agents and employees from any and all such losses, damages and claims.
19. Exhibitor assumes all responsibility and liability for losses, damages and claims arising out of exhibitor's activities on the Hotel premises and will indemnify and hold harmless the Hotel, its owner and its management company, as well as their respective agents and employees from all such losses, damages, and claims. Hotel will not be responsible or liable for any loss, damage, or claims arising out of exhibitor's activities on the Hotel's premises except for any claims, loss, or damages arising directly from the hotel's own negligence.
20. Exhibitor agrees to pay all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation for use of any music – either live or recorded – or other entertainment of any kind or nature that is played, staged or produced by the Exhibitor, his agents, employees or subtenants within the premises covered by this License Agreement, including, but not limited to, royalties or licensing fees due to BMI, ASCAP or SESAC. To the extent permitted by Texas law, Exhibitor agrees to hold harmless TPA, its agents and employees against any and all such claims and charges, and to defend at its own expense any and all such claims and charges. Exhibitors shall have the right, however, to protest and, if desired, to litigate and adjudicate any and all such claims.