

General

The contract, properly executed by the sponsor, shall upon written acceptance and notification of sponsorship assigned by conference management, constitute a valid and binding contract. TxHIMA reserves the exclusive and total right to control all aspects of the conduct of this event; specifically, it reserves the right to determine the eligibility of any sponsor for inclusion in the Conference Sponsorship. Sponsorship requests may be refused or restricted due to space limitations or other reasons determined by TxHIMA. TxHIMA also reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success and well-being of the Sponsorships and Conference. Conference management's decisions and interpretations shall be accepted as final in all cases. TxHIMA will have sole control over all admissions of persons to the Conference. The acceptance of this contract does not carry nor imply endorsement of the product or service by TxHIMA.

TxHIMA reserves the right to restrict any exhibit or sponsorship because of noise, method of operation, or any behavior that is judged dangerous or objectionable; and also, to prohibit, or to evict, that which is considered to detract from the general character of the exhibit area and/or sponsorships as a whole. This general restriction includes persons, things, conduct, printed matter, or anything deemed objectionable by TxHIMA. In the event of such restriction or eviction, TxHIMA is not liable for any refund or other sponsor expenses.

The sponsor/exhibitor agrees to conform to all rules and regulations stated below. Breaches or infractions of these rules may jeopardize the right to sponsor at future conferences hosted by TxHIMA.

Payment for Sponsorship

Payment to secure sponsorship must be received within 30 days of invoice; otherwise, the sponsorship will be forfeited to a company on the waiting list. Checks must be made payable to TxHIMA. Visa, MasterCard, and American Express will also be accepted. No exhibit space assignment or sponsorship will be made before payment of sponsorship fees. Sponsors with a balance due will not be allowed on the exhibit floor or at sponsorship event(s) until the balance is paid in full.

Cancellation/Refund

Sponsorship cancellations must be submitted in writing. Cancellations are effective on the date written notification is received by TxHIMA. A fifty percent (50%) refund will be given for cancellations received on or before May 11, 2025. Sponsors canceling after May 11, 2025, will be responsible for payment in full and may jeopardize the right to sponsor at future conferences.

Liability

The sponsor, by signing this contract, agrees to hold harmless and indemnify TxHIMA, CMP Management, Inc., and the Embassy Suites San Marcos Hotel and Conference Center, their respective employees, representatives, agents, successors, and assigns, for any and all damages

to its property that sponsors may suffer during installation or removal of an exhibit or during the exhibition or sponsorship itself, including liabilities from robbery, fire, accident, or any other destructive cause and for all injuries to any persons, resulting from its exhibiting and sponsoring at this Conference. The Sponsor will be held responsible for any damage done to the building by it, its employees, its agents, or its independent contractors. No nails, tacks, or screws may be driven into the floor, walls, or woodwork of the building. TxHIMA, CMP Management, Inc., their agents, and employees will not be liable for failure to hold the Conference as scheduled. Sponsorship payments will be returned in the event of cancellation, except that any actual expenses incurred or committed in connection with the Conference will be prorated and deducted if the Conference is canceled because of fire, an act of God, the public enemy, strike, epidemic, or any law or regulation of public authority which makes it impossible, or impractical, or illegal to hold the Conference.

Insurance

Sponsors/Exhibitors or their agents may not allow any articles to be brought into the exhibition or any act performed on premises that would invalidate the insurance or increase the premium of the policies held by Embassy Suites San Marcos Hotel and Conference Center, nor permit anything to be done by their employees and/or their agents through which the premises, property, or equipment of TxHIMA, Decorator, the Embassy Suites San Marcos Hotel and Conference Center and/or other exhibitors will be damaged. Exhibitors shall not cause or permit signs, or other articles, to be affixed, nailed, or otherwise attached to the doors and walls of the exhibit premises, nor shall any attachments be made to the exhibit premises' floors utilizing nails, screws, or any other devices that would damage the floors. These restrictions are a condition of all space leases and subject the exhibitor to liability for damages resulting from such violations.

Fire and Safety Hazards

All exhibit decorations must be fire retardant. Open flames may not be used, nor may canopies be erected over exhibits. No combustible objects including packing containers and/or wrapping paper may be stored behind displays or near any electrical wiring. The Sponsor/exhibitor agrees to take necessary measures to safeguard visitors from any hazard associated with its exhibit.

Americans with Disabilities Act (ADA)

Sponsors/Exhibitors shall be responsible for making their exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold TxHIMA harmless from any consequences of the exhibiting company's failure in this regard.

Assignment of Space

Sponsorships are awarded on a first-come, first-served basis; based on the date the contract is received by TxHIMA, the date of full payment received by TxHIMA, and the availability of requested sponsorships. TxHIMA Corporate Partners will receive booth selection priority. TxHIMA reserves the right to assign sponsorships based on other equitable considerations, to

alter the exhibit floor plan, to change location assignments, or to relocate the exhibit area at any time, as it may deem necessary. TxHIMA also reserves the right to reassign sponsorship selections, as it may deem necessary and equitable.

Installation and Dismantling of Exhibits

Booth set up will be on Wednesday, June 11 from 12:00 – 4:00 pm. If an exhibitor is not set up by 4:00 pm on Wednesday, June 11, TxHIMA reserves the right to reassign the space or to use the space for other reasons without a refund.

Exhibits must remain intact until 3:45 pm Friday, June 13.

Teardown will begin at 3:45 pm Friday, June 13. We recommend exhibits are removed by 4:30 on Friday. If exhibits are not removed by 4:30 on Friday, TxHIMA will have the right to remove the exhibits and charge the expense to the exhibitor.

Exhibit Space, Furnishings and Services/Exhibitor Service Kit

An 8' x 10' exhibit space includes one (1) 6' x 30" draped table, two (2) chairs; one (1) booth identification sign; one trash can. Additional furnishings and services, including carpeting, AV, and electricity, must be ordered separately.

Exhibit Space Construction, Design, and Layout

To create a uniform display, professional in appearance with unobstructed views of neighboring booth spaces, exhibitors agree to follow the rules listed below:

- Signs, hanging logos, etc., are considered part of a display and must conform to these rules.
- Canopies or ceilings are not permitted; no booth display shall extend outside the boundaries of the assigned exhibit space.
- The reverse side of wing panels, unfinished or exposed portions of displays (i.e., wiring, wood, etc.) must be covered or otherwise decorated.
- The outside booth side rail of corner booths and side rails within multiple booths may be removed; however, all booth materials must remain in the booth and conform to all size and space restrictions prescribed by the rules. Booth side rails must remain in place for all in-line booths; however, corner booths may remove the side rail that runs along the aisle.

Character of Displays

TxHIMA reserves the right to prohibit an exhibitor from conducting and maintaining an exhibit if, in the judgment of TxHIMA, said exhibitors or exhibitors' proposed exhibits, shall in any respect be deemed unsuitable. This paffectstion relates to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs, or any other materials, without limitation, which affect the character of the exhibit.

Restrictions in the Use of Space

All demonstrations, interviews, or other activities, such as the distribution of circulars and advertising matters of any description, must be confined to the sponsor's booth. The sponsor agrees not to assign, sublet, or share the whole or any part of its assigned space without the prior knowledge and written consent of TxHIMA. No sponsor is permitted to show goods other than those manufactured or dealt with in the regular course of business. No firm or organization not assigned exhibit space will be permitted to solicit business in any manner in conjunction with TxHIMA.

Audio-Visual Sound Systems

The use of audio-visual/sound systems is permissible, if they are not audible in neighboring booths, nor more than three feet into the aisle, and that the sound is directed vertically and only into the sponsor's booth. TxHIMA shall exercise absolute control over this regulation. The intent of this is that audio-visual/sound systems shall not be audibly objectionable to neighboring sponsors. The sponsor is responsible for any licensing fees.

Exhibit Security

Exhibitors are ultimately responsible for protecting their property while on the premises. Exhibitors are advised to take individual precautionary measures such as securing portable articles of value and removing such articles to a place of safekeeping after exhibit hours. TxHIMA, and their employees and/or their agents through which the premises, property, or equipment of TxHIMA, Decorator, and the Embassy Suites San Marcos, shall not be responsible for damage of or theft, or loss by, exhibitors on the exhibition property.

Use of Space (Promotions, Contests, Give-Aways, etc.)

Exhibitor personnel, models, hostesses, etc. are not permitted to engage in promotional efforts outside the confines of their booth. The distribution of advertisements or promotional material must also be confined to the space occupied by the exhibiting company. Distribution of promotional materials to attendees' hotel rooms is prohibited.

Solicitations — in person or by any sound-producing process — above the ordinary speaking tone of voice is prohibited. The distribution of noisemakers, such as whistles, horns, clickers, etc. is prohibited. Exhibitors are not permitted to distract attendees away from other booths.

Items offered as sponsorship opportunities through TxHIMA may not be distributed or offered by exhibiting companies.

Please note there are NO helium balloons or balloons of any kind, confetti, or glitter permitted in the Exhibit Hall.

Exhibitors are not permitted to distribute food or beverages to attendees without prior arrangement with the Frisco Campus Conference Center and TxHIMA.

Meetings and Private Functions

It is the policy of TxHIMA to ask Sponsors/Exhibitors, exhibitor companies, and other participants to refrain from holding meetings, separate functions, or events to ensure these activities do not compete with or detract from the TxHIMA Annual Meeting during the official dates of the TxHIMA Annual Meeting. All Sponsors, Exhibitors, exhibiting companies and other participants interested in holding ancillary functions must contact the TxHIMA Executive Director at 512-540-4441 or txhima@txhima.org.

Amendments and Enforcement

TxHIMA reserves the sole and exclusive right to interpret, amend, and enforce these Sponsor/Exhibitor Rules and Regulations. Each exhibitor, including his/her agent and employees, agrees to abide by the contract conditions, rules, and regulations set forth herein, or by any subsequent amendments or interpretations. TxHIMA reserves the right to enforce compliance with these Exhibitor Rules and Regulations at the exhibitor's expense.

Sponsor/Exhibitor Responsibilities

Sponsors/Exhibitors will be responsible for securing all necessary licenses or consents for a) Any performances, displays, or other uses of copyrighted works or patented inventions, and b) Any use of any name, likeness, signature, voice, or other impression and other intellectual property owned by any third party which is used, directly or indirectly by the exhibitor. The exhibitor agrees hereby to indemnify, defend, and hold TxHIMA harmless from and against any claim of liability and any incident or resulting loss, cost, or damage (including costs of the lawsuit and attorney's fees) for failure to obtain these licenses or consents and/or for infringements or other violations of the property rights or the rights of privacy or publicity of any third party.

Variance Requests

A request for an exception to the Rules and Regulations must be made to TxHIMA at 512-540-4441 or txhima@txhima.org and approved before the conference.