

1. CHARACTER OF EXHIBIT

The purpose of exhibits at TISCA conferences, consistent with TISCA objectives, is to promote the general welfare of swimming, diving, and water polo throughout the State of Texas. All exhibits must both complement and enhance the TISCA program to which is tied.

Each Exhibitor agrees to exhibit only those of its products used in the field of swimming, diving, and water polo, products related to the growth of knowledge in swimming, diving, and water polo teaching methods, or products of interest to coaches and/or athletes. In general, Exhibitors are not permitted to obstruct the view or adversely affect the displays of other exhibitors. Exhibitors may not conduct activities within their exhibit contract spaces that compete with or duplicate activities or programming offered by TISCA and described in any TISCA event materials.

TISCA reserves the right to prohibit any exhibit, part thereof, or proposed exhibit that in its opinion is not in keeping with the spirit and character of the event as same is set forth in this document. TISCA reserves the right to restrict exhibits that become objectionable because of noise, method of operation, materials, or any other reason and also to prohibit or to evict any exhibit that in the opinion of TISCA may detract from the general character of the program as a whole. This reservation includes persons, things, conduct, printed material, or anything of a character that TISCA determines is objectionable to the program as a whole. In the event of such restriction or eviction, TISCA is not liable for any refund or other expenses incurred by the Exhibitor.

Acceptance of this contract by TISCA should in no way be construed as an endorsement by TISCA of the exhibiting company or its products or services.

2. ASSIGNMENT AND RELOCATION OF EXHIBITS

Exhibitor understands and agrees that TISCA has sole discretion on the assignment of booths. TISCA reserves the right to alter the Exhibitor's assigned location at any time in its sole discretion if deemed in the best interest of the exhibit program as a whole.

3. PAYMENTS

The cost for the rental of exhibit space is shown on the application. Fifty percent (50%) of the exhibit fee must accompany this application as a deposit, with the balance due no later than _____. All applications received after this time must be accompanied by full payment. Requests for space will be considered only after a signed application and deposit have been received.

A refund of the Exhibitor's deposit will be made in the event that TISCA does not accept the Exhibitor's application.

4. CANCELLATION/REDUCTION OF SPACE

In the event that the Exhibitor cancels participation in the exhibit or wishes to reduce exhibit space, Exhibitor shall promptly notify TISCA in writing. If the cancellation or reduction is received by TISCA before _____, 50% of the full exhibit price or price for the space relinquished, will be retained by TISCA. No refund will be made for a cancellation or reduction received after _____, and full payment of any unpaid balance is required. Upon cancellation, Exhibitor loses all rights to space and TISCA reserves the right to reassign that space to another Exhibitor. In addition, the exhibitor loses the right to use any complimentary exhibitor registration badges.

TISCA reserves the right to treat the Exhibitor's downsizing of booth space as a cancellation of the original contract and an offer to purchase new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space. Exhibitor agrees that it is responsible for the total exhibit space rental for the originally contracted and assigned space.

5. BOOTH SETUP AND DISMANTLING

Setup time, exhibit hall hours, and dismantling time are listed in the Exhibit Schedule. Each Exhibitor must deliver to the exhibit hall area all equipment, apparatus, goods, materials, etc., and there erect and completely install the display in the space contracted by such Exhibitor no later than thirty (30) minutes prior to the published opening time of the exhibit hall. Work will be strictly prohibited after that time. Property received after the opening must be arranged in spaces only during the hours when the exhibit hall is not open to attendees. All booths must be constructed in compliance with the Americans with Disabilities Act. Exhibits will not be permitted to be packed or removed from the building at any time after installation until the final closing of the exhibit hall unless special permission in writing is obtained from TISCA.

The booth must be fully staffed during the entire conference. TISCA reserves the right to make such modifications in the exhibit hours as may be necessary to meet program needs, with full and sufficient notice given to all contracted Exhibitors.

6. SOUND RESTRICTIONS

Sound-producing or amplifying devices that project sound must be tuned so as not to exceed 85 DBS. TISCA reserves the right to determine at what point sound constitutes interference with other Exhibitors. Public address announcements are prohibited.

7. USE OF COPYRIGHTED MUSIC

Exhibitor agrees to pay all royalties, license fees, or other charges for any music, either live or recorded, or other entertainment of any kind or natures, played, staged, or produced by the Exhibitor, his agents, or employees, within the premises by this License Agreement, including but not limited to royalties or licensing fees due to BMI, ASCAP, or SESAC. The Exhibitor agrees to indemnify and hold TISCA harmless against any and all such claims or charges related to a violation of this provision.

8. USE OF SPACE

All promotional material must be distributed from within the confines of the Exhibitor's own contracted space. Materials bearing any name or form of advertisement may not be displayed anywhere other than the space contracted. No Exhibitor shall sublet space allotted. Each Exhibitor is responsible for keeping the aisle or aisles near the contracted space free of congestion resulting from demonstrations or promotions.

9. FORCE MAJEURE

Because of the nature of the enterprise undertaken by TISCA, the same being dependent on its securing a sufficient and satisfactory number of Exhibitors at the Conference, it is specifically understood and agreed that if, in the sole opinion of TISCA, it is not practical to carry out the terms of this agreement for any reason, without limiting it to any embargo or regulation of any department or agency of the United States government against the holding or carrying out of said exhibit program as a whole, TISCA shall have the right to cancel the same and this agreement, in which event any payment made by the Exhibitor to TISCA shall be returned to Exhibitor, and TISCA hereby expressly waives any and all claims of any kind and nature except for such amount as Exhibitor has previously paid for space, excepting if said event causes the exhibit program to be canceled ten days or less prior to the opening date of such exhibit program, fifteen percent (15%) of the full exhibit contract fee will be retained by TISCA.

10. LIABILITY

TISCA and _____ shall not be liable or responsible for any loss, damage, theft, or injury that may occur to the property of exhibitors. TISCA and _____ shall not be liable or responsible for the death or personal injury of exhibitors, or their employees, agents, servants, guests, or invitees from any cause whatsoever arising out of or from or incident to the use of or occupancy of the exhibit area by the exhibitors or their employees, agents, servants, guests, or invitees, and the exhibitors, by signing up for a specific space, expressly release the above-named parties from liability from all and any such losses, theft, damage, injury, death, and personal injury claims whatsoever. The exhibitors shall forever reimburse, indemnify, save, and keep TISCA and _____ harmless from and against any and all liability, damages, expenses, and judgments, including investigation and attorneys' fees arising because of any negligent acts or omissions of the exhibitor or by any of the agents, servants, guests, employees, or invitees resulting in property damage, including damage to the convention premises, or loss or injury or death to any persons arising out of or incident to the use or occupancy of an exhibit area by the exhibitor or its employees, agents, servants, guests, or invitees.

Exhibitor must surrender space occupied by him in the same condition as it was at the commencement of occupation. The Exhibitor shall assume all responsibility for damage to the exhibit hall and shall indemnify and hold harmless the exhibit facility, TISCA, and their representatives for all liability which might ensue from any cause whatsoever arising out of the Exhibitor's participation in the exhibit program or in conference activities.

11. INSURANCE

Exhibitor agrees to procure and maintain adequate insurance coverage during the dates of the TISCA conference, including move-in and move-out days, and be prepared to furnish a certificate(s) of insurance to TISCA if requested. Exhibitor bears the risk of loss due to the inadequacy or failure of any insurance or any insurer, including any insurance that may be provided by the Exhibitor, TISCA, or the Convention Center. TISCA shall not, in any event, be liable to Exhibitor for any damages.

12. SECURITY

Exhibiting companies are responsible for the security of their booth and all materials related to their booth. Any company wishing to employ additional security may do so through the official convention security company.

13. EXHIBITOR BADGES

Appropriate badges will be furnished to Exhibitors and their employees by TISCA upon proper registration. Exhibitor badges give Exhibitors access to conference activities. Exhibitor badges must be worn at all times to gain access to conference activities.

14. TAX AND LICENSING

Exhibitors who choose to sell products or services assume full responsibility for securing licenses and collecting all applicable fees and taxes. Exhibitor will comply with all federal, state, and local laws as well as the rules and regulations of the host venue. Exhibitors will be liable for all obligations resulting from noncompliance and will indemnify and hold harmless TISCA from any and all costs and/or expenses (including attorneys' fees) involved in addressing or defending any matters arising in whole or in part from Exhibitor's sale of products or services.

15. SERVICE INFORMATION

All services customarily required by exhibitors will be available and must be obtained through the official service contractor. No other contractors will be permitted without prior written approval of TISCA. Complete shipping instructions and information regarding furniture, carpet rental, electrical work, labor and dismantling, drayage, etc., will be available to exhibitors in advance. A service desk will be maintained in the exhibit area.

16. VIOLATIONS

Any violation of these terms and conditions and/or the rules and regulations contained in the prospectus on the part of any Exhibitor will nullify Exhibitor's right to occupy space. Such Exhibitor will not be released from liability and will forfeit to TISCA all monies that have been paid. In case of any violation of the terms and conditions and/or the rules and regulations on the part of the Exhibitor, the right is hereby given to TISCA, at its option, to terminate the agreement to occupy space, and TISCA may enter and take possession of the space occupied by the Exhibitor and remove all persons and goods at the Exhibitor's own risk.

17. AMENDMENT TO TERMS AND CONDITIONS

Any and all matters or questions not specifically covered by the terms and conditions contained herein shall be subject to the sole discretion of TISCA. TISCA may, in its sole discretion, make reasonable changes, amendments, or additions to these terms and conditions. Any such changes, amendments, or additions shall be binding on Exhibitor equally with the other terms and conditions contained herein.

Initials:

Date:

Exhibitor Contract

Company Name:

Contact Person:

Mailing Address:

City/State/Zip:

Phone:

Email:

Website:

Description of Service/Product:

Additional Information: