



TDA REGIONAL CONFERENCE
Friday, Sept 27, 2024 | Beaumont, TX
2024 Sponsor Application and Contract



1. Company Information

Company Name
Contact Name
Address
City, State, Zip
Phone
Cell Phone
Email

2. Sponsorship and Exhibit Packages

Sponsor Package:
Sponsor Details
Sponsor Total for all items. \$

3. Key Contact Information

For TDA Event Management and official show vendor communications only.
Contact Name
Phone Cell Phone
Email

4. Billing Contact Information

For invoice and billing communications only.
Contact Name
Phone Cell Phone
Email

5. Billing Options

Invoice in Full. Invoice is due upon receipt.

6. Payment Information

Total Amount Due: \$
Check or ACH/Wire
Credit Card: E-mail a secure link to our credit card processing portal to (name and email)
Please do not provide credit card information on this contract.
Upon invoicing per the Agreement billing terms, charge the Credit Card provided and email a receipt.

7. Required Contract Acceptance

Do not sign this Sponsor Application & Contract without first reading the rules and regulations. By signing, the exhibitor agrees to abide by all terms as printed in the TDA Rules & Regulations.
Exhibitor Authorized Signature Date
Title Print Name

# TDA REGIONAL CONFERENCE

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## General Rules and Regulations

### ADDENDUM - IN-PERSON EVENTS

This Addendum constitutes additional terms specific to In-Person Events incorporated by reference into the Media Sales Agreement (the "Agreement") between Association and Client. Client is contracting for In-Person exhibit space and/or a sponsorship at an Association event. Unless otherwise specified, the terms in this Addendum are in addition to and not in place of the Media and Sales Terms and Conditions in the Agreement and other Addenda. In the event of a conflict between the terms of this Addendum and the Media Sales Agreement or other Addenda, this Addendum shall control for only the In-Person Event.

Client agrees to comply with the additional rules set forth below, as well as other rules and regulations established by the conference center, hotel or other venue where event is held ("Host Venue"). Association reserves the right to decline rental of space or prohibit or expel any display that is, in the sole judgment of Association, in violation of such policies, rules and regulations, this Agreement, or the law. Association also reserves the right to decline rental space to a Client that owes any other outstanding debt to Association or its agent, Network Media Partners LLC dba "MCI USA", including for other advertising, even if such rental space has already been paid for.

### SPACE RENTAL

Wherever possible, space assignments will be made by Association in keeping with the preference as to location requested by the Client. Association, however, reserves the right to make the final determination of all space assignments in the best interest of the conference. No displays or promotional materials will be allowed to extend beyond the boundaries of the contracted space without permission from Association. Association also reserves the right to reject any promotional materials or other materials related to Client's sponsorship or display that it believes in its sole discretion is inappropriate or is not in the best interest of the conference. Promotional materials must be approved by Association and include the TDA Meeting logo.

### RESTRICTIONS ON USE OF SPACE

Direct exhibit floor sales are allowed during event hours. Client is responsible for any permits required by Texas law or local ordinance and for payment of all applicable taxes. Client is not permitted to solicit business in a space other than its assigned space. No Client shall sublet, assign, or share any part of the allocated space without the written permission of Association. Association reserves the right to restrict or prohibit use of space distracting to neighboring displays. If such is found to exist and is not properly modified at the request of Association, the offending Client may be ejected. No exhibit space will be permitted that interferes with other exhibit space or impedes access to the walkways. Helium balloons and combustible materials are prohibited in the Host Venue. Laser operation in exhibit space is permitted only with written permission of the Association, and subject to any conditions of the Association. Teeth whitening is permitted in exhibit space only if performed by a Texas licensed dentist. No Client shall be permitted to play any live or recorded music, nor show videotapes with music. All installation and dismantling of displays must be carried out during the times indicated in the display information. No display may be erected after the hall opens or be dismantled before the official closing time. It is the responsibility

of the Client to see that materials are delivered to and removed from the attendee lounge area by the specified deadline. If necessary, other arrangements may be made by Association at the expense of the Client to maintain the professionalism and high caliber of the display area. Exhibits space must be staffed by an authorized representative of Client during all event hours. Each exhibit space must be open for the full duration of event hours and must be closed at all other times. Client shall not hold special events during anytime that conflicts with classes or events scheduled by Association during the event.

### CANCELLATION BY CLIENT

If Client cancels the event related portion of this Agreement, Client may only do so by giving notice thereof in writing sent to MCI USA with evidence of receipt. If notice of cancellation is received on or before the 180th day prior to the opening date of the event, then Client will remain liable for 50% of the total event fee owed to Association. If notice of cancellation is received less than 180 days prior to the opening date of the event, then Client will remain liable for 100% of the total event fee owed to Association, regardless of when this Agreement is executed by Client.

These amounts are considered to be liquidated and agreed upon damages, for the injuries Association will suffer as a result of Client's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships and/or promotional materials, in each case at a time when other parties would be interested in such space and/or products, will cause Association to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date MCI USA receives the notice.

Association reserves the right to treat Client's downsizing of booth space as cancellation of the original space and purchase of new booth space, and Client may be required to move to a new location within the Host Venue.

### CANCELLATION OF THE EVENT

If Association cancels the event due to circumstances beyond the reasonable control of Association (such as riot, strike, civil disorder, act of war, act of God, terrorism, epidemic, pandemic, government action or mandated restrictions, or any cause whatsoever that is not within Association's reasonable control), Association shall refund to Client a portion of any pre-paid event fees pro-rated based on the numbers of days the event was not held, minus a 25% administrative processing fee, in full satisfaction of all liabilities of Association to Client. In such a circumstance, Association reserves the right to cancel, rename or relocate the event or change the dates on which it is held.

If Association changes the name of the event; relocates the Event to another event facility and/or city or converts the event to virtual/digital in nature; or changes the dates for the event to dates that are not more than 90 days prior or 13 months later than the dates on which the event originally was scheduled to

be held, no refund will be due to Client, but Association shall assign to Client, in lieu of the original space, such other space as Association deems appropriate and Client agrees to use such space under the terms of this Agreement.

If Association elects to cancel the event other than for a reason previously described in this paragraph, Association shall refund to Client its entire event related payment previously paid, in full satisfaction of all liabilities of Association to Client. Client agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the event.

### FAILURE TO OCCUPY SPACE

The Client will forfeit space not occupied by the close of the setup period and this space may be resold, reassigned, or used by Association without refund to Client. Association reserves the right to forbid Client from attending future shows should exhibit space be forfeited by Client.

### FIRE & SAFETY REGULATIONS

Federal, state, city, and Host Venue regulations must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with the local fire department/underwriters' rules. Crates, boxes, display or other materials cannot block walkways and fire exits at any time.

### INDEMNITY, HOLD HARMLESS, AND LIMITATION OF LIABILITY

Client agrees to indemnify Association, MCI USA, Host Venue, and their respective officers, directors, officials, employees, representatives, affiliates, members, agents, employees, and contractors ("Indemnified Parties") against and from any and all claims, losses, costs, suits, judgments, charges, damages, fines, penalties, or expenses (including attorneys' fees) arising from or based upon Client's breach of this Agreement, Client's presence at Host Venue, Client's use of exhibit space, the negligent acts or omissions of Client, or bodily injury to or death of any person or damage or loss of use of property resulting from acts or omissions of Client. This indemnity will be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent, or comparative) on the part of an Indemnified Party.

Client assumes the entire responsibility and liability for injuries, losses, or damages of any kind to Client's display, equipment, and other property brought onto the premises of the Host Venue regardless of cause, and shall indemnify and hold harmless Indemnified Parties from any and all such injuries, losses, or damages. Client acknowledges that Indemnified Parties do not maintain insurance covering Client property, and Client is responsible for obtaining at its expenses any such insurance it desires.

Indemnified Parties shall not be liable for any special, incidental, punitive, exemplary, or consequential damages, including lost profits or business interruption damages, whether by statute, in tort, or contract, regardless of cause, including the negligence of any Indemnified Party, whether sole, joint, or concurrent, or active or passive.

# TDA REGIONAL CONFERENCE

Friday, Sept 20, 2024 | Beaumont, TX

## Trade Show General Rules and Regulations

Client acknowledges the risks associated with the nature of the event, the presence and circulation of a large number of people, and the size and quantity of exhibits and associated equipment, and hereby assumes the risk of any an all injuries, losses, damages, or liabilities to Client or Client's agents, representatives, employees, or property from any cause whatsoever associated with its presence at the Host Venue or use of exhibits space, and hereby releases and covenants not to sue the Indemnified Parties from and for any such injuries, losses, damages, or liabilities.

### **DAMAGE TO HOST VENUE:**

Client must surrender space occupied by the display in the same condition it was at commencement of occupation. The Client (including its agents, representatives and employees) shall not injure or deface walls, columns, floor or carpeting, when provided, of the display facility, or equipment of furniture in the display area. No signs, labels, tags or gummed stickers of any type will be affixed to any wall, door, or other surface by tape, adhesive or glue nor will signs be hung from ceilings, balconies, windows or any other fixtures anywhere on or in the Host Venue without specific written approval of Association. Clients shall be responsible for any costs associated with removal of such materials or any damage to the Host Venue caused by Client.

### **GIVEAWAYS, DRAWINGS & DISTRIBUTION OF GIFTS AND/OR FOOD PRODUCTS**

Association holds the right to restrict or prohibit any contest, promotion, or giveaway that causes blocking or disturbance to other exhibits or patrons. It is the responsibility of Client to notify all winners of any drawing, contest, or giveaway. Food and beverage products may be distributed in sample quantities by those Companies engaged in the processing of these products. Other Companies wishing to dispense sample foods and/or beverages must conform with the Host Venue's regulations and receive approval in advance from Association.

### **INCORPORATION OF RULES & REGULATIONS**

Any and all matters pertaining to the event and not specifically covered by the terms and conditions of this Addendum or the Agreement shall be subject to determination by Association in its sole discretion. Association may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Client. Any such rules and regulations are an integral part of the Agreement and are incorporated herein by reference. Client shall observe and abide by additional regulations made by Association as soon as they are communicated to Client. The Agreement, together with this Addendum, states the entire agreement of the parties with respect to the subject matter hereof.

### **BOOTH ACCESSIBILITY**

Under Title III of the Americans with Disabilities Act, each Client is responsible for making its exhibit accessible to the disabled and shall indemnify Association and Host Venue against any damages or liabilities for Client's failure to do so. A Client that has constructed, or is planning to construct, multi-level booths must comply with federal law and all state and local fire and safety codes.

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