

# TEMA EXHIBITOR & SPONSOR AGREEMENT TERMS & CONDITIONS

**TERMS:** The following terms and conditions apply to exhibitors/sponsors (“Exhibitor/Sponsor”) at Texas Energy Managers Association (“TEMA”) Connect 2022. If an exhibitor/sponsor violates any of these rules, violations shall result in dismissal and/or exclusion from future TEMA events.

**ELIGIBILITY AND CRITERIA:** TEMA reserves the right to deny any application and/or remove exhibitors from the exhibit hall at its sole, arbitrary discretion. Criteria for exhibitors includes and is not limited to relevancy to the profession and the mission of TEMA, stated claims must be true and supported by published materials, and professional, ethical conduct is required at all times by the exhibitor and its staff. Acceptance of your company as an exhibitor does not constitute an endorsement by TEMA of your company’s products and/or services.

**PAYMENT TERMS:** To secure an exhibit booth and/or sponsorship, the Exhibitor/Sponsor must fully register on the official registration website. The Exhibitor/Sponsor must accompany this online form with full payment or with an invoice for full payment. The full balance of any Booth or Sponsorship is due twenty (20) days after creating the registration. If payment is not received in thirty (30) days, TEMA administration will seek to collect payment. No Booth or Sponsorship will be held without payment for more than thirty (30) days.

**SPACE ASSIGNMENTS:** Exhibit space will be allotted on a first come, first-pay basis.

**CANCELLATION POLICY:** All cancellations are required to be submitted in writing via email to TEMA. Full refund will be made for cancellations made on or before ninety (90) days prior to the move-in day of the event. Half of the fee paid by the Exhibitor/Sponsor will be forfeited for cancellations made on or before sixty (60) days prior to move-in day. The entire amount of the fee paid will be forfeited for cancellations made after sixty (60) days prior to move-in day. Reduction of booth size will be considered cancellation of the space reduced from the original reservation size.

**EXHIBITOR/SPONSOR SET-UP/CLOSING RESPONSIBILITIES:** Exhibits must be set up by 3:00pm on the first (1<sup>st</sup>) day of the Conference. Exhibits or part of an exhibit may not be removed until after the closing hour of the last date of the Show unless other arrangements have been made in advance and approved by TEMA. Exhibits must be removed from the building by the dates/times specified. In the event that the Exhibitor/Sponsor fails to remove its exhibit in the allotted time, TEMA reserves the right, at the Exhibitor/Sponsor’s expense, to ship the exhibit through a carrier of TEMA’s choosing or to place the same in a storage warehouse subject to the Exhibitor/Sponsor’s disposition or make such other disposition of this property as it may deem appropriate without any liability to TEMA.

**BOOTH LOCATION:** TEMA reserves the right to change the Show floorplan or relocate Exhibitor/Sponsor’s assigned booth location in its exclusive discretion to accommodate space sales, and to avoid conflicts or to comply with local ordinances.

**SUBLETTING BOOTH SPACE:** Exhibitors may not sublet booth space under any circumstances. Booths may be shared with another company if permission is received from TEMA prior to registration. All Booths may only be shared by a maximum of two (2) companies.

**BOOTH STAFFING:** Booths must always be staffed by qualified employees of the exhibiting company during show hours.

**EXHIBITOR/SPONSOR CONDUCT:** The distribution of samples, souvenirs, publications, etc., or other sales or sales promotion activities must be conducted by Exhibitor/Sponsor only from within its booth. The distribution of any article that interferes with the activities or obstructs access to neighboring booths, or that impedes aisles, is prohibited. The Exhibitor/Sponsor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other Exhibitor/Sponsors and visitors. TEMA reserves the right to prohibit any exhibit of any Exhibitor/Sponsor that, in its sole discretion and judgment, is inappropriate, offensive, or may detract from the general character of the Show. Exhibitor/Sponsor's booth(s) must be staffed by the Exhibitor/ Sponsor during all open Show hours.

**FORCE MAJEURE:** In the event the Show or a portion of the Show is not held as a result of any cause not reasonably within TEMA's control (including, but not limited to, acts of terrorism, unavailability of transportation that prevents the occurrence of the Show, acts of God, war, civil disturbances, declaration of national emergency, pandemics, accidents or labor disputes, fire, flood, storms etc.) then both parties will be relieved of performance of their obligations under this agreement (and any accompanying payment obligations) without liability of any kind. TEMA shall not be responsible for reimbursing the Exhibitor/Sponsor any part of the Fee paid by the Exhibitor/Sponsor or for any direct or indirect loss due to a required change of dates, location, or cancellation of the Show or a portion of the Show.

**LISTINGS AND PROMOTIONAL MATERIALS:** By exhibiting at the Show, you grant TEMA a fully paid, perpetual non-exclusive license to use, display and reproduce your name, trade names and product names in any directory (print, electronic or other media) listing your company at the Show and to use such name in Show promotional materials.

**LIABILITY:** The Exhibitor/Sponsor assumes all responsibility for any and all loss, theft, damage, or injury to the person, or to Exhibitor/Sponsor's displays, equipment and other property during the Show, and while on the Waco Convention Center premises, and hereby waives any claim or demand it may have against TEMA or its affiliates, sponsors, cosponsors, employees, contractors, or against the Waco Convention Center or its parents, subsidiaries or affiliates arising from such loss, theft, damage or injury. In addition, the Exhibitor/Sponsor agrees to defend (if requested by and with counsel satisfactory to TEMA), indemnify and hold harmless TEMA and the Waco Convention Center and their respective parent, subsidiary and other affiliated or related companies from and against any liabilities, obligations, damages, fines, suits, costs and expenses and claims of including, without limitation, attorneys' fees and costs up through and including any appeal, arising from or in connection with the Exhibitor/ Sponsor's occupancy and use of the Waco Convention Center premises or any part thereof or any negligent act, error or omission or

willful misconduct of the Exhibitor/Sponsor or its employees, contractors, subcontractors or agents.

**SECURITY:** TEMA and the Waco Convention Center will not be held responsible for the safety of the property of the exhibitors from theft, damage by fire, accident, vandalism, or other causes.

**COMPLIANCE WITH LAWS:** Exhibitor/Sponsor shall abide by all laws, rules, regulations, and ordinances of any applicable government authority and all rules of the Waco Convention Center, including but not limited to compliance with the Americans with Disabilities Act.

**GOVERNING LAW:** This Agreement shall be governed in accordance with the laws of the State of Texas without giving effect to any choice or conflicts of law principles. The parties agree to submit to the exclusive personal jurisdiction and venue of the state courts in McLennan County, Texas, or the federal court in the State of Texas for disputes relating to this agreement.

**AGREEMENT TO TERMS AND CONDITIONS:** Exhibitor/Sponsor agrees to observe and abide by the foregoing terms and conditions and by such rules made by TEMA from time to time for the efficient or safe operation of the exhibit. TEMA, in its sole judgment, may refuse to consider for participation in future events any Exhibitor/Sponsor who violates or fails to abide by such terms and conditions. By signing this Agreement, the undersigned certifies that he or she has read, understands, and agrees to abide by the foregoing terms and conditions.

If you have questions regarding exhibiting in 2022, please email our CEO at [cbrumley@texasema.org](mailto:cbrumley@texasema.org)

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Printed name

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Title

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Signature

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Date

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Company