

***** EXHIBIT TERMS AND CONDITIONS *****

A. SPACE RENTAL & ITEMS PROVIDED

1. **Required Payment:** Full payment must accompany contract.
 - Contracts received without payment will not be considered.
 - Printable on-line contracts are available at www.thsca.com.
2. **Space Assignment:** The THSCA reserves the right to reassign any space or rearrange exhibitors. THSCA has full discretion and authority to determine eligibility of any company seeking to participate in the show and all products proposed to be exhibited at the show.

The THSCA reserves the right to reject any and all contracts and to demand the release of space at any time during the show for failure to conform to the terms and regulations as outlined in these terms.
3. **Standard Exhibit Space Rental = \$500:** Each exhibitor who contracts for a \$500 Standard 10 ft x 10 ft exhibit space shall be provided with the following booth items: a listing in the THSCA Online Buyers Guide; one booth sign with exhibiting company's name; an area consisting of an 8 foot tall curtained back wall and 3 foot tall dividing side rails; one 6-foot long skirted table and 2 chairs.
4. **Premium Exhibit Space Rental = \$600:** Each exhibitor who contracts for a \$600 Premium 10 ft x 10 ft exhibit space shall be provided with the following booth items: a listing in the THSCA Online Buyers Guide; one booth sign with exhibiting company's name; an area consisting of an 8 foot tall curtained back wall and 3 foot tall dividing side rails; one 6-foot long skirted table and 2 chairs.
5. **10x20 Premium Endcap Space Rental = \$1,200:** Each exhibitor who contracts for a \$1,200 10 ft x 20 ft Premium Endcap, shall be provided with the following booth items: a listing in the THSCA Online Buyers Guide; one booth sign with exhibiting company's name; an area consisting of an 8 foot tall curtained back wall and 3 foot tall dividing side rails; two 6-foot long skirted tables and 4 chairs. Line of sight policy will be enforced.
6. **20 ft x 20 ft Premium Bay Rental = \$2,400:** Each exhibitor who contracts for a \$2,400 20 ft x 20 ft Premium Bay, shall be provided with the following booth items: a listing in the THSCA Online Buyers Guide; one booth sign with exhibiting company's name; four 6-foot long skirted tables and 8 chairs; pipe and drape may be placed where specified upon arrival.
7. **20 ft x 30 ft Premium Bay Rental = \$3,600:** Each exhibitor who contracts for a \$3,600 20 ft x 30 ft Premium Bay, shall be provided with the following booth items: a listing in the THSCA Online Buyers Guide; one booth sign with exhibiting company's name; six 6-foot long skirted tables and 12 chairs; pipe and drape may be placed where specified upon arrival.
8. **20 ft x 40 ft Premium Bay Rental = \$4,800:** Each exhibitor who contracts for a \$4,800 20 ft x 40 ft Premium Bay, shall be provided with the following booth items: a listing in the THSCA Online Buyers Guide; one booth sign with exhibiting company's name; eight 6-foot long skirted tables and 16 chairs; pipe and drape may be placed where specified upon arrival.
9. **20 ft x 50 ft Premium Bay Rental = \$6,000:** Each exhibitor who contracts for a \$6,000 20 ft x 50 ft Premium Bay, shall be provided with the following booth items: a listing in the THSCA Online Buyers Guide; one booth sign with exhibiting company's name; ten 6-foot long skirted tables and 20 chairs; pipe and drape may be placed where specified upon arrival.
10. **20 ft x 60 ft Premium Bay Rental = \$7,200:** Each exhibitor who contracts for a \$7,200 20 ft x 60 ft Premium Bay, shall be provided with the following booth items: a listing in the THSCA Online Buyers Guide; one booth sign with exhibiting company's name; twelve 6-foot skirted tables and 24 chairs; pipe and drape may be placed where specified upon arrival.
11. **Floor Plan:** All dimensions and locations shown on the official Floor Plan are believed, but not warranted, to be accurate. The THSCA reserves the right to make such modifications as may be necessary to meet the needs of the exhibitors and the exhibit show.
12. **Exhibitor's Service Kit:** Any services or items needed, but not listed above will be provided by Freeman Decorating Company. Freeman will forward all exhibitors an Exhibitor's Service Kit that will contain information on their services and cost. You may contact Freeman at (210) 227-0341 or at www.myfreemanonline.com.

B. CANCELLATION POLICY

1. **Cancellations:** In the event that written notification of intent to cancel is received by the THSCA Office within 14 days from the date space confirmation is issued; all sums paid by the exhibitor will be refunded. No refunds will be made after this date unless the space has been resold, in which case the exhibitor may be entitled to a refund less a \$50 per space administration fee.

**THE THSCA MUST BE NOTIFIED OF ALL CANCELLATIONS ON SIGNED COMPANY LETTERHEAD.
NO REFUNDS WILL BE GIVEN FOR SPACE CANCELLATIONS AFTER MAY 31, 2012.**

C. INSTALLATION, USE AND RESTRICTIONS OF EXHIBIT SPACE

1. **Acceptability of Exhibits:** The purpose of all exhibits shall be to serve the interest of the members of the THSCA and shall be operated in a way that will not detract from other exhibits, the exhibition or the convention as a whole. Dress of exhibitors must be conservative, and should conform to a reasonable businesslike standard. Persons, things, conduct, printed matter or anything of character, which the THSCA determines is objectionable to the exhibition, is unacceptable. The THSCA reserves the right to require the immediate withdrawal of any exhibit, which is believed to be injurious to the purpose of the THSCA. In the event of such restriction or eviction, the THSCA is not liable for any refund, rental fees or other exhibit-related expense.
2. **Installation and Dismantling of Exhibits:** The exhibitor expressly agrees to do all installation and dismantling of exhibits during the time indicated in the exhibit schedule. No exhibit may be erected after the exhibition opens nor be dismantled before the official closing time.
3. **Failure to Occupy Space: SPACE NOT OCCUPIED BY 6:00PM ON THE LAST DAY OF SCHEDULED INSTALLATION WILL BE FORFEITED BY THE EXHIBITOR AND RESOLD, REASSIGNED OR USED BY THE THSCA.** If the exhibit materials are on hand and not set up for display at the close of the installation period in absence of the exhibitor, the THSCA reserves the right to remove and store said material. The exhibitor will be billed for all charges incurred.
4. **Badges and Exhibit Personnel:** The exhibitor shall have an authorized representative present at the show throughout the exhibit periods and during the installation and dismantling of the exhibit. Admission will be by Exhibitor Badge only. Badges will be made **PRIOR** to the show by submitting names on the Badge Request Form mailed out to the exhibitor by the THSCA. Each exhibitor will be permitted four (4) badges for their first 10 ft x 10 ft space and two (2) badges for every 10 ft x 10 ft space thereafter. Exhibitors in bays will be allotted badges based upon the bays' 10 ft x 10 ft space equivalency. Additional badges may be purchased in advance for \$40.00 each, or obtained at the show in the THSCA Booth for \$45.00 each. Name changes and adjustments to previously printed badges will be provided at a cost of \$5.00 per badge.
5. **Signage:** The THSCA will provide a sign listing the company's name to be placed at the top of the background drapes. No signs other than those furnished by the THSCA will be permitted outside of the exhibitor's assigned space.

6. **Damage to Exhibit Facilities:** The exhibitor must surrender rented space in the same condition it was at commencement of occupancy. The exhibitor or his agent shall not injure or deface the walls, columns or floors of the exhibit facilities, the spaces, equipment or furniture of the space. When such damage appears, the exhibitor shall be liable to the owners of the property so damaged.
7. **Electrical Outlets and Service:** You will receive a packet from Freeman Decorating Company containing an order form for your electrical needs. However, if you have electrical related questions, we suggest you contact the Freeman Exhibitor Services Department at (210) 227-0341.
8. **Heavy Equipment:** If there is a possibility of unusually heavy materials being displayed, the exhibitor is hereby advised that this must be cleared prior to signing up for a space. Exhibitors may carry in their own equipment, but if they require the use of a forklift or any other assistance, additional charges may be applied by Freeman Decorating Company.

D. RULES AND REGULATIONS

1. **Restrictions on Use of Space:** No exhibitor shall sublet, assign or share any part of the space allocated without written consent of the THSCA. Solicitations or demonstrations by exhibitors **must be confined within the bounds of their own respective spaces**. Aisle space shall not be used for exhibit purposes, display signs, solicitation or distribution of promotional material. Exhibits, signs and displays are also prohibited in any of the meeting facilities, guest rooms or hallways of the hotels. Operation of audio devices is allowed if the exhibitor complies with the restriction on loud volume. No firm or organization, not assigned space will be permitted to solicit business at the show.
 - Floor plan subject to Fire Marshall's approval and changes.
 - **Exhibitors' materials may not reach any taller than a maximum of 12 feet.**
 - **Exhibitors may not hang any items from the ceiling.**
 - Big screens must be anchored and may not block booths behind or adjacent.
 - Materials and literature may not be distributed outside of the exhibitor's assigned booth space.
 - Policy will be enforced to ensure that the view of adjacent exhibit space is not obstructed (in-line, endcap, bay).
 - Exhibitors are not permitted to: write, tack or cut on walls or panels.
 - Scotch tape is not to be used on walls or glass panels for the support of posters and signs – easels are recommended.
 - Objects such as table back-drop, etc are not to be placed against the walls or glass windows.
 - Banners or displays are not permitted on the windows or glass panels.
 - Explosives or combustible materials are not to be displayed; this includes cylinders of gas, paint, alcohol, chemicals, turpentine, etc. Any questions should be referred to the Henry B. Gonzalez Event Coordinator, Delia Garcia at (210) 207-5768 or delia.garcia@sanantonio.gov.
 - Aisles and exits must be kept clear, clean and free from obstruction and exhibitors may not stand or block aisles during show hours.
 - All fire extinguishing equipment shall be maintained in plain sight – unobstructed and accessible for use at all times.

E. SHIPPING INSTRUCTIONS

Because of lack of storage space, the THSCA cannot accept and store shipments of exhibit material in advance of the show. However, The Freeman Company will assist you. Contact the Freeman Exhibitor Services Department at (210) 227-0341 for information on shipping and additional charges. If storing your exhibits with Freeman, you may ship to: THSCA C/O Freeman Decorating Company, 3323 IH 35 North, Suite 126, San Antonio, Texas 78728. The Freeman Company will make arrangements to have your exhibit material delivered directly to the Convention Center on the set-up day. Freeman will also arrange to remove empty crates, store them during the show and return them on dismantle day.

For on-site shipping (DURING MOVE-IN and MOVE-OUT ONLY), you may ship to: THSCA C/O Freeman Decorating Company, 200 E Market St, San Antonio, Texas 78205.

F. MOVE-OUT PROCEDURES

TEXAS IS A RIGHT-TO-WORK STATE. EXHIBITORS MAY LOAD AND UNLOAD THEIR OWN EQUIPMENT SUBJECT TO THE FOLLOWING RULES:

- You may use your own equipment, such as push carts, hand trucks, and dollies. You may not use motorized vehicles of any kind to carry equipment.
- You may NOT use equipment (forklifts, pallet jacks, push carts) belonging to Freeman. Freeman will assist you in loading your materials with their equipment if arranged before the show or ordered on-site at the Freeman Service Desk.

G. THSCA LIABILITY POLICIES

The THSCA and the Henry B. Gonzalez Convention Center shall not be liable or responsible for any loss, theft, damage or injury that may occur to property of exhibitors. The THSCA and the Henry B. Gonzalez Convention Center shall not be liable or responsible for the death or personal injury of exhibitors, employees, agents, servants, guests or invitees from any cause whatsoever arising out of or from an incident to the use of the occupancy of the exhibit area by the exhibitors, it's agents, servants, employees, guests, and 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 the THSCA and the Henry B. Gonzalez Convention Center harmless from and against any and all liability, damages, expanses, judgments, and injury and expenses including investigation and counsel fees arising from or out of by reason of any action or other occurrences on or about the convention premises or elsewhere occasioned wholly or in part by any negligent act or acts, omission or omissions of the exhibitor or by any of the agents, servants, employees, guests and invitees of the exhibitor 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 or from the use or occupancy of the exhibit area by the exhibitor, it's agents, servants, guests, employees or invitees.

The THSCA will provide watchman service during the hours in which the exhibits are NOT open. This service will be provided Sunday, Monday and Tuesday only.

Show personnel will be on duty at the door to see no one is admitted except those with proper badges. No exhibitor is allowed to take anything out of the Henry B. Gonzalez Convention Center even though it is his own property and exhibit without first getting approval from the THSCA. This is in an effort to protect exhibitors as much as possible from theft and loss.

EXHIBIT SPACE WILL BE ASSIGNED BASED ON THE TIER LEVELS LISTED BELOW:

1. **TIER I EXHIBITORS** =

THSCA Sponsors

THSCA Sponsors (Tier I exhibitors) will be eligible to select exhibit space before all other Tier II and Tier III Exhibitors based on their sponsorship level.

Sponsor booths will be selected in the following order:

- First – Title Sponsors
- Second – Platinum Sponsors
- Third – Gold Sponsors
- Fourth – Silver Sponsors
- Fifth – Bronze Sponsors

2. **TIER II EXHIBITORS** =

Exhibitors who have completed & returned the exhibit contract & provided full payment to the THSCA before September 1st, 2011.

Tier II Exhibitors will be allocated booth space according to the THSCA point system consisting of the following criteria:

- Number of spaces purchased
- Contributions to THSCA and THSCEF
- Advertising history in Texas Coach magazine
- Upgraded listings in annual THSCA Buyers Guide
- Years exhibited with THSCA (Seniority)

Tier II Contracts, with payment, will be accepted during the convention at the THSCA Exhibit Information Booth from Sunday until Tuesday only.

Companies who do not exhibit with the THSCA in two consecutive shows (i.e. 2008/2009) will lose all exhibiting history seniority points earned to date. These points will **NOT** be reinstated at a later date.

3. **TIER III EXHIBITORS** =

Exhibitors who have completed & returned the exhibit contract & provided full payment to the THSCA after September 1st, 2011.

Tier III Exhibitors will be assigned exhibit space in the order the contracts and full payment is received. In the event that two or more contracts are received on the same day with the same post mark date, the THSCA will rank the exhibitors using the same point system used for the Tier II Exhibitors.

Assignment of exhibit space, where possible, will be according to the choices listed on the exhibitor's contract, the number of spaces requested and exhibit space availability on the date and time the application is received with full payment at the THSCA office.

Exhibitor space location preferences will be considered whenever possible. However, based upon the amount of space requested, the space configuration and ceiling height required, the THSCA reserves the right to assign exhibitors to areas that can best accommodate these requirements. While every effort will be made to avoid assignment of space near competitors (where known), the nature of the exhibits and the limited availability of space prevent the THSCA from guaranteeing non-competitive placement. The THSCA may be required to move an exhibitor's confirmed exhibit space in order to accommodate the needs of the show. In the event the exhibitor's space number or location has changed, the THSCA will notify the exhibitor promptly.

If all choices of locations indicated on the application are unavailable at the time of assignment, the THSCA reserves the right to assign what they consider to be the next best available space assignment.