

**2023
Texas Beekeepers Association Convention
Exhibitor Agreement**

The **2023** Texas Beekeepers Association **Convention** will be held at **Frank W. Mayborn Civic & Convention Center, 3303 North 3rd Street, Temple, Texas.** on **Thursday, Nov 2nd thru Saturday, Nov 4th.** The Texas Beekeepers Association (“TBA”) will provide space within the Convention Facility in an area to be referred to as the “Exhibitor Area” for the sale of exhibitor merchandise during the 2023 TBA Convention. In making this application and payment of fees for Exhibitor space, Exhibitor agrees to abide by all regulations governing exhibits as set forth in the “Additional Terms and Conditions” which is part of this Agreement. Parties to this agreement are:

**Texas Beekeepers Association, Inc.
400 County Road 440
Thrall, TX 76578**

Company Name _____

Description of Exhibitor’s Products or Services:

Exhibitor Space Options and Purchases. Materials and Services to be furnished are limited by contracted space reserved by the Exhibitor and limits as set forth in the solicitation notice including tables and chairs. To finalize and purchase options, please go to <https://texasbeekeepers.org/annual-vendor-trade-show/>

Special utilities. Special requests, including electricity not already prepaid, are available through the event location at additional cost. Exhibitors must make their own arrangements for utilities or any other special requests that are not already ordered and pre-paid prior to the event.

Exhibitor Registration Fee. N/A

Shipments to Event Facility. Early shipment of inventory and items needs to be addressed with the event venue directly: **Angela Hassell**, Operations Manager. Frank W. Mayborn Civic & Convention Center, 3303 N 3rd Street, Temple, TX 76501; **254-298-5387**

Non-exhibitor promotional items for the event bag, contact:

Byron Compton	Sandra Knight
1167 Blair Drive #563	28815 Ashbrook Lane
Sadler, Texas 76264	Magnolia, Texas 77355
vp@texasbeekeepers.org	sandrakni@gmail.com
210-262-1862	832-279-4933

Items must be received no later than October 15, 2023.

Parking information will be provided prior to event dates.

Schedule. Set up: The exhibitor room will be open to vendors beginning Thursday, November 2nd from 9 AM - 5 PM. Late arrivals after these stated times can be accommodated by giving prior written notice to:

TradeShow@texasbeekeepers.org or contacting Byron Compton at 210-262-1862. The deadline for all Exhibitors to be signed in and have booth displays set up and ready to go is Friday, November 3rd at 7:00 am.

Convention dates. The TBA convention will begin Friday, November 3rd and ends Saturday, November 4th at 5 pm. Attendee check-in officially opens the morning of Friday, November 4th at 7:30 am.

Tear down. Exhibitors agree to keep their tables and Exhibitor booths intact throughout the whole Convention which begins Friday, November 3rd at 8 am thru Saturday, November 4th at 5 pm. All exhibitors must vacate the premises by 7 pm Saturday, November 4th. No early teardowns or packing of equipment or materials is allowed during the hours of the convention.

Exhibitor Information

Please provide information as you wish it to appear in the Convention program and other marketing material. TBA also requests Exhibitors to please provide a digitized version of logo for use in marketing and promotional materials specific to the event. Logos may be sent via email to TradeShow@texasbeekeepers.org

Company Information:

Company Name: _____

Phone#: _____ Email: _____

Website: _____

On-site representative(s): _____

Billing Information: _____

Name of Authorized Representative: _____

Names of persons helping at exhibitor booth/table (**maximum of 6 per company**) _____

Mailing Address: _____

Phone: _____ Email: _____

I, the authorized representative of Exhibitor, represent and warrant that all of the information contained herein is true to the best of my knowledge and belief, that Exhibitor hereby undertakes all of the obligations set forth herein, including, but not limited to, the Additional Terms and Conditions, in good faith and with full understanding of all the terms and conditions set forth in this Agreement both voluntarily and without any undue influence or duress.

Signed: _____

Date: _____

Additional Terms and Conditions

Purpose: Exhibitor agrees to comply with the terms and conditions of this Agreement for the purpose of establishing an Exhibitor Area for the exhibition and sale of Exhibitor merchandise. No Exhibitor shall engage in any activity inconsistent with this purpose.

Payments: TBA will only provide booth space if: a) TBA accepts Exhibitor's application and reservation and b) TBA receives payment no later than October 15, 2023. TBA reserves the right, in its sole discretion, to place the Exhibitor's booth space on hold and/or cancel or reassign the Exhibitor's booth space if the Exhibitor fails to pay any amount when due. Exhibitor agrees to be responsive for all costs of returned payment expenses and fees.

Cancellation: If TBA receives written notice that Exhibitor is terminating this Agreement by **October 15, 2023**, TBA will refund all amounts paid in full. If TBA receives written notice of termination after **October 15, 2023**, TBA will not refund any amounts paid. In the event is canceled for reasons unrelated to the Exhibitor's failure to comply with this Agreement, TBA will refund all amounts previously paid by the Exhibitor. Such refund shall be complete and full compensation for the cancellation of the event and Exhibitor will not be entitled to recover any damages or costs other than such refund.

Limitation on Liability: Except to the extent caused by the sole negligence or willful misconduct by TBA, its directors, officers, employees, members, and agents ("Released Parties"), Exhibitor hereby expressly releases Released Parties from any liability and waives any and all demands, claims, and causes of action in law or in equity, related to

- a) any defect, deficiency, failure, or impairment of utilities or other facilities, including water, heating, electricity, ventilation, refrigeration, or other mechanical systems failure;
- b) the conduct of any Exhibitor or attendee;
- c) any fire, flood, riot, strike, civil disorder, act of war or terrorism or any other act beyond the control of the Released Parties;
- d) any loss of or damage to property, or
- e) any injury to persons. Exhibitor hereby covenants and agrees that any claims it may have against the Released Parties, save for intentional and reckless, wanton, or malicious acts by TBA, shall be limited to the amount which the Exhibitor has paid to TBA for the purpose of exhibiting under this Agreement. In addition, in no event shall TBA be liable for consequential, special, or indirect damages.

Exhibit Space: 1) Exhibitor acknowledges that this Agreement is for participation as an Exhibitor at the event, and is not an agreement for specific booth space. If Exhibitor requests booth space in a particular location, TBA will attempt to fulfill that request on a first-come, first-served basis, but TBA may assign different space to Exhibitor if, in TBA's sole discretion, the requested placement would be detrimental to the organization of the event or if such booth space has already been reserved.

2) All services customarily required by Exhibitors will be available through the event facility. No other contracts will be permitted without prior approval. Shipping instructions and information regarding additional needs will be forwarded to Exhibitors in advance.

Use of Space: 1) All demonstrations or other promotional activities must be confined to the limits of the exhibit booth. Sufficient space must be provided within the exhibit booth to contain persons watching demonstrations or other promotions. Samples, souvenirs, publications, etc., may be distributed by Exhibitor only from within its booth. The distribution of any article that interferes with the activities in or obstructs access to neighboring booths, or that impedes aisles, is prohibited.

2) Electric flashers or signs involving the use of neon or similar gases are prohibited. Should the wording on any sign or area in the Exhibitor's booth be deemed by TBA to be contrary in any way to the best interests of the event, the Exhibitor shall make such changes as requested by TBA. All signage must remain within the confines of the booth.

3) No Exhibitor shall assign, sublet, or share the space allotted without the knowledge and written consent of TBA. Exhibitors must show only goods manufactured or supplied by them in the regular course of business. Food and beverage products may be distributed in sample quantities by those Exhibitors engaged in the processing of those materials; dispensing must conform to the regulations of the event Facility

4) No firm, organization, or person not contracted as an Exhibitor will be permitted to solicit business within the Exhibitor Area.

5) Exhibitors shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in conducting their activities, as well as the event Facility rules and regulations. Exhibitors are responsible for all applicable licenses, taxes, and permits.

Booth Installation: 1) Exhibitor will have access to the Exhibitor Area for the purpose of setting up and unloading its display prior to the opening of the event. Vehicles must be removed from loading areas as soon as unloaded. All exhibits must remain assembled and staffed throughout exhibit hours until the official closing time. Exhibitor shall not disassemble its display prior to the closing of the Exhibitor Showcase to prevent disrupting the Showcase.

- 2) Exhibitors must not injure or deface the walls or floors of the building, the booths, or the equipment of the booths. When such damage appears, the Exhibitor is liable to the owner of the property so damaged.
- 3) All materials used in decorations must be flameproof. Combustible materials or explosives are not permitted in the Exhibitor Area.
- 4) Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the event Facility before the conclusion of the teardown period as specified by TBA.

Security: The Exhibitor is solely responsible for its own exhibit material and must ensure the exhibit against loss or damage. All property of the Exhibitor is understood to remain in its care, custody, and control in transit to or from or within the confines of the Exhibitor Area. Exhibitors who desire to carry insurance on their exhibits may do so at their own expense.

Booth Authorized Representative: Exhibitor must designate one person as their authorized representative at the booth. Any written or verbal notices given to the authorized representative shall be deemed received by the Exhibitor. Exhibitors must staff the booth at all times while the Exhibitor Area is open.

Indemnification: Except to the extent caused by a Released Party's sole negligence or willful misconduct, Exhibitor shall indemnify and hold harmless the Released Parties from and against any damages, costs, and expenses (including, without limitation attorney's fees), liability, actions, demands, or claims (collectively, Claims") arising out of any act or omission of Exhibitor or its contractors, employees, guests, or representatives (each, an "Exhibitor Party"), or any Exhibitor Party's breach of this Agreement, including, but not limited to, Claims of defamation, libel, slander, copyright infringement, trademark infringement, patent infringement, unfair competition, fraud, or false advertising.

No Guarantee of Results: TBA does not warrant or guarantee any particular results of the event, nor does it guarantee a particular number of attendees or exhibitors.

Dispute: This Agreement shall be interpreted and constituted pursuant to the laws of Texas. In the event of any dispute related to the terms of this Agreement, the parties agree to submit to the exclusive jurisdiction of the courts of **Bell County**, where the venue will be proper. The prevailing party shall be entitled to receive costs and attorney's fees.

Complete Agreement: This Agreement incorporates and constitutes the full understanding of the parties and supersedes any and all prior agreements, understandings, or representations. The parties hereby agree that there are no other understandings or agreements between the parties which are not contained in this Agreement.

Notices: All notices required or permitted hereunder shall be in writing and addressed to a party at its address set forth on the first page of this Agreement, and shall be deemed delivered when actually received by hand delivery, email, fax transmission, or by United States certified mail return receipt requested.

Relationship Between the Parties: This Agreement is not intended to constitute a lease or any other conveyance of real property, and shall not be construed to create any partnership, employment agreement, or joint venture between TBA and Exhibitor or otherwise to create any relationship or agency. Neither party may act on behalf of the other without first receiving written authorization.

TBA's Authority: TBA shall have the right and authority to modify the conditions of the event including the content of programs, times during which attendees may view booths, and booth layout location and assignment. TBA may, at its discretion, require the Exhibitor to modify or close its booth if TBA determines that the content or any action by the Exhibitor of the booth is detrimental to the event. Exhibitor will promptly remedy, at its expense, any reasonable objection to its booth display of which TBA notifies Exhibitor.

Alcoholic Beverages: The presence and consumption or use of alcoholic beverages in the exhibit booth are prohibited. Use of Copyrighted, Trademarked or Patented Materials: Exhibitor is solely responsible for securing, and Exhibitor shall secure all licenses or permissions necessary to perform or use copyrighted, trademarked, or patents materials, including (without limitation) musical works, videos, and photographs, in exhibiting its products and services. Exhibitors selling merchandise or distributing information utilizing "TBA" or TBA's logo must contact and receive written approval from TBA prior to exhibiting.