



## Contract Terms and Conditions

### AGREEMENT CONDITIONS

It being understood and agreed upon that the sole control of the exhibit hall rests with the Texas Computer Education Association, hereinafter called TCEA.

### ASSIGNMENT OF SPACE

Space is assigned on a first-come, first-served basis with priority given to exhibitors who exhibited at the prior year's exposition. To confirm exhibit space, exhibitors must pay according to TCEA guidelines. Refer to "Payment Policy" below.

### EXHIBIT FEE

The exhibit fee includes exhibit space, back and side dividing drapes, standard sign showing booth number and company name, and general perimeter security. No booth carpeting, furniture, or electrical are included in the exhibit fee. TCEA does require all exhibitors to have some form of floor covering. Show management will have carpet placed in booths without floor covering by show opening. Exhibitors will be billed for floor coverings that show management orders for your exhibit space.

### PAYMENT POLICY

For booths reserved prior to October 4, 2023, a minimum 50 percent deposit is due within 30 days of the booth reservation date. Final payment is due October 4, 2023.

Beginning October 4, 2023, 100 percent of booth payment is due to TCEA in order to reserve exhibit space.

TCEA reserves the right to cancel an exhibit space for non-payment of deposit, non-payment of balance due by due date, or for misrepresentation of products to be displayed.

### CANCELLATION OF EXHIBIT SPACE BY EXHIBITOR

**All booth cancellations must be submitted to TCEA in writing.** In the event of an exhibitor canceling booth space, the following cancellation policy will apply, even if TCEA is able to resell the space:

- **Cancellations made on or before September 1, 2023:** An amount equal to 25 percent of the total booth fee will be retained by TCEA.
- **Cancellations received from September 2, 2023 to October 4, 2023:** An amount equal to 50 percent of the total booth fee will be retained by TCEA.
- **Cancellations after October 4, 2023:** No refunds will be given on cancellations received after October 4, 2023.

### USE OF SPACE

Exhibit space is assigned on the express understanding that it is to be used solely for the display of the exhibitor's products and services that are directly related to the educational technology industry. A small percentage of exhibit space is set aside for companies with novelty-type products.

Exhibitors are not permitted to assign or sublet any part of their space, or to display merchandise of other manufacturers or dealers, where no direct business conditions exist between them.

**Exhibitors are required to keep their exhibit display set up during exhibit hours. Exhibitors may not tear down or move out prior to closing of the last day of the exposition. Doing so will result in a penalty of \$500 per 100 sq. ft. and a cancellation of any priority points accumulated from this year's participation.**

### CARE OF EXHIBIT SPACE

The exhibit floor will be cleaned daily, and all rubbish should be placed in the aisles at the close of the exposition each day. Exhibitors must not place any refuse, or any material which will endanger public safety or cause inconvenience to other exhibitors, on the floor during exhibit hours. Booths must be in order before opening hour of each exposition day. Exhibitors shall not injure, mar, mark, paint, or in any manner deface the hall; or use nails, hooks, pins, screws, Scotch tape, or masking tape on the building. The exhibitor is liable for any and all damages which they may cause to the building, or otherwise in connection with their exhibit.

### INSURANCE AND LIABILITY

Exhibitors wishing to insure their property must do so at their own expense. It is recommended that all exhibitors have representatives in attendance at all times when the exhibits are open, especially when exhibits are being set up or dismantled, to protect them against loss.

TCEA will not be responsible for, and shall be indemnified and held harmless by exhibitor from and against, any and all claims and damages of every kind, for injury to or death of any person or persons, and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the operations or performance of exhibitor and exhibitor's agents and employees under this agreement. Exhibitor further acknowledges that insurance covering the exhibit and/or property against damage and business interruption losses are the sole responsibility of the exhibitor.

It is expressly understood and agreed, and the exhibitor agrees by accepting these rules, that he/she will make no claim of any kind against TCEA, or any of its members or its employees, for any loss, damage to, or destruction of goods, or for any injury that may occur to themselves or

their employees while in the convention center, or for any damage of any nature or character whatsoever.

The convention center is not liable to the exhibitor for any damage to or for the loss or destruction of any exhibit or the property of the exhibitor by fire or other casualty covered by an extended coverage endorsement to a fire insurance policy, whether caused by negligence of the hall, its officers, agents, servants, employees or otherwise, all claims for any such loss or damage being expressly waived by exhibitor who agrees to indemnify and hold the hall harmless from such claims.

For safety purposes, children under 16 are not allowed in the exhibit hall during set-up, move-out, or show hours.

## RESTRICTIONS

All displays, demonstrations, and personnel, including those in the act of distributing product literature, must be confined to the individual exhibitor's own booth area and must not interfere, obstruct, or otherwise unduly affect the operation of others.

## COPYRIGHT POLICY

The copyright laws require the payment of a user fee before any performance of copyrighted work (such as music or literature) is used. Exhibitors are responsible for procuring permission to use any copyrighted work that is performed, broadcast, or displayed by such exhibitors during the TCEA exposition.

## EXHIBITOR APPOINTED CONTRACTORS

Exhibitors agree to notify TCEA, in writing, if utilizing the services of an outside contractor at any time during the TCEA exposition. Exhibitor-appointed contractors must conform to all exposition regulations, including proof of insurance.

## CONDITIONS OF CONTRACT

TCEA reserves the right to alter locations of exhibitors or of booths shown on the floor plan if deemed to be in the best interest of the exhibition. This contract is subject to all rules and regulations of the Association, and to all conditions under which space at the convention center is made available to TCEA. Exhibitor agrees to abide by all applicable fire, utility, and building codes.

Exhibitors are responsible for knowing and abiding by the TCEA Exhibit Display Rules and Regulations. The Association reserves the right to make such reasonable changes, amendments, and additions to these Exhibit Display Rules and Regulations as may be considered necessary.

## AMENDMENT TO CONTRACT

All points not covered herein are subject to settlement by the Association, and the Association reserves the right to make such changes, amendments, and additions to this contract.

If legal action is required to enforce this contract, the prevailing party is entitled to recover reasonable attorney fees, administrative costs, costs of court, and any other expenses incurred in enforcing the contract. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, County of Travis. Venue for any action under this contract shall be in Austin, Travis County, Texas.

## CANCELLATION OF CONVENTION & EXPOSITION

Should any situation beyond the control of TCEA arise to prevent the 2024 TCEA Convention & Exposition from occurring, TCEA will not be held liable for any expenses incurred by the exhibiting company or its employees. TCEA will give the exhibiting company the option of a full booth refund, a pro-rated fee for a virtual 2024 TCEA Convention & Exposition, or transfer booth fees to the 2025 TCEA Convention & Exposition.