



Texas Association of Broadcasters

TEXAS ASSOCIATION OF BROADCASTERS
ANNUAL CONVENTION & TRADE SHOW
AUG. 3-4, 2022 | JW MARRIOTT DOWNTOWN AUSTIN

TEXAS ASSOCIATION OF BROADCASTERS EXHIBIT RULES AND REGULATIONS

The individual or entity registering as an “exhibitor” for the Show (defined below) (“Exhibitor”) agrees to abide by the terms and conditions of these EXHIBIT RULES AND REGULATIONS and any revisions or amendments thereto (“Rules”) made by the Texas Association of Broadcasters (“TAB”) with advance notice to Exhibitor. The Rules apply to the **2022 Texas Association of Broadcasters Annual Convention & Trade Show** (the “Show”). Nothing shall be constructed, built, installed, or used as part of or in connection with an exhibit which does not conform to the requirements of federal, state, and municipal laws, ordinances, fire codes, and regulations. Rules of the convention facility management must be observed and adhered to. Interpretation of these rules is solely within the discretion of the TAB.

*****BY REGISTERING AS AN “EXHIBITOR” FOR THE SHOW, EXHIBITOR DOES HERBY ACCEPT AND AGREE TO THE RULES IN THEIR ENTIRETY. *****

1. Exhibit Space. TAB reserves the right to prohibit or restrict and, if necessary, remove or require correction of any exhibit that is unsuitable or objectionable for the Show. Exhibitor is encouraged to discuss the intended exhibit with the TAB Exhibits Manager in advance of the Show. Previous year sponsors and exhibitors receive priority booth assignments. All booths are sold on a first come, first serve basis. No Exhibitor may reserve more than either two (2) booths or one (1) kiosk per Show, unless tied to a sponsorship.
2. Floor Plan / Space Assignments. The arrangement of exhibit space is shown on the floor plan to be provided by TAB. All dimensions and locations shown on the floor plan are believed, but not warranted, to be accurate. TAB reserves the right to make modifications, to whatever extent TAB deems appropriate, to the floor plans as may be in the best interests of the Show.
3. Payment. A 50% deposit, at least, must be received to reserve exhibit space. Remaining balance must be received within 60 days after exhibit space assignment or exhibit space and deposit will be forfeited. If exhibit space is purchased less than 60 days from convention date, full payment is required. Payment must be made by credit card or EFT (electronic funds transfer). For EFT payments email registration@tab.org for more details. In addition, full payment must be made to register a firm’s allotments, special events, and additional guests.

***Note: If Exhibitor receives a membership discount when reserving a booth and if Exhibitor transferred its 2021 booth payment to its 2022 booth, it must be current on membership dues

through the end of August 2022. If Exhibitor does not renew its membership, then it is responsible for paying the non-member rate or it will not be allowed to exhibit in future events hosted by TAB.***

4. Cancellation Penalty. Cancellations must be made in writing to the TAB Exhibits Manager. A 50% penalty of the total cost of exhibit space contracted for the Show will be assessed in the event of cancellation by Exhibitor more than 120 days prior to the opening date of the Show. A 60% penalty will be assessed if Exhibitor cancels less than 120 days but more than 60 days from the opening date of the Show. No refunds will be made if Exhibitor cancels less than 60 days prior to the opening date of the Show and Exhibitor will be responsible for total amount of space contracted for and will be billed for any balances outstanding at time of cancellation.
5. Indemnification. **Exhibitor shall indemnify, release, and hold harmless TAB, TAB's parents, subsidiaries, and affiliates, and the respective officers, directors, managers, owners, agents, employees, representatives, partners, successors, assignees, transferees, and licensees of the foregoing (collectively, "Indemnitees") from and against any and all liabilities, claims, suits, demands, proceedings, judgments, and other actions brought by any third parties against any Indemnitees, together with all damages, fines, penalties, and expenses (including reasonable legal costs and expenses and reasonable outside attorneys' fees) incurred by any such Indemnitees, arising out of or in connection with Exhibitor's (or any of Exhibitor's agents', servants', or employees'): (i) breach of all or any part of the Rules; (ii) actual or alleged infringement, violation, or misappropriation of the intellectual property rights of any third party; (iii) injury or damage to Exhibitor's displays, equipment, or other property brought upon the premises or facility where the Show will be held; (iv) any personal injury, bodily harm, or death related to Exhibitor's displays, equipment, or other property brought upon the premises or facility where the Show will be held; (v) failure to obtain insurance that will fully protect TAB from claims set forth in Section 11 below; and/or (vi) act or omission leading to any claims set forth in Section 16 below, unfair competition, and/or products liability.**
6. Disclaimer. EXHIBITOR UNDERSTANDS AND ACKNOWLEDGES THAT TAB HAS NOT MADE ANY EXPRESS OR IMPLIED REPRESENTATIONS, STATEMENTS, WARRANTIES, CONDITIONS, OR COVENANTS WITH RESPECT TO THE SUBJECT MATTER OF THE RULES (INCLUDING, FOR EXAMPLE, ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR COVENANTS CONCERNING THE QUALITY OF THE EXHIBIT SPACE), EXCEPT AS EXPRESSLY STATED IN THE RULES.
7. Limitation of Liability. IN NO EVENT SHALL TAB, TAB'S PARENTS, SUBSIDIARIES, OR AFFILIATES, OR ANY OFFICERS, DIRECTORS, MANAGERS, OWNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARTNERS, SUCCESSORS, ASSIGNS, TRANSFEREES, OR LICENSEES BE LIABLE TO EXHIBITOR OR EXHIBITOR'S OFFICERS, DIRECTORS, MANAGERS, OWNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARTNERS, SUCCESSORS, ASSIGNS, TRANSFEREES, LICENSEES, GUESTS, OR INVITEES FOR OR IN CONNECTION WITH ANY CLAIM OF NEGLIGENCE, RECKLESSNESS, PROPERTY DAMAGE, BODILY INJURY, DEATH, INFRINGEMENT, VIOLATION OF THE RIGHTS OF PRIVACY OR PUBLICITY, DEFAMATION, DISPARAGEMENT, INDECENCY, OBSCENITY, FRAUD, OR MISREPRESENTATION IN CONNECTION WITH TAB'S PERFORMANCE UNDER THE RULES.
8. Limitation of Remedies. IF TAB BREACHES OR IS OTHERWISE IN DEFAULT OF THE RULES, EXHIBITOR'S EXCLUSIVE MONETARY REMEDY SHALL BE LIMITED TO A REFUND OF THE AMOUNTS EXHIBITOR HAD ACTUALLY PAID TO TAB UNDER

THE RULES. IN NO EVENT SHALL EXHIBITOR SEEK TO ENJOIN THE SHOW, AND ANY ATTEMPT BY EXHIBITOR TO DO SO SHALL CONSTITUTE A MATERIAL BREACH OF THE RULES BY EXHIBITOR ENTITLING TAB AT A MINIMUM TO AN AWARD OF NOMINAL DAMAGES.

9. Use of Common Space. Common space, such as aisles, passageways and overhead spaces, remain strictly under control of TAB, and no signs, decorations, banners, advertising matter or special exhibits will be permitted in them except by special permission of the TAB Exhibits Manager. All exhibits must remain within the confines of their own spaces. If an Exhibitor fails to remain within the confines of their own space(s), TAB reserves the right to suspend such Exhibitor from exhibiting in the future. Exhibits may be placed in the area not more than four (4) feet forward from the back wall of the booth and up to a height not to exceed twelve (12) feet. No Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury or disadvantageously affect the display of other Exhibitors.
10. Service Order Kit / Exhibitor Appointed Contractors. A service order kit containing information regarding the Show, instructions for shipping and handling of freight, and instructions and rates regarding services of the official contractors will be provided by the Official Show Decorator within two weeks of notification by TAB. Exhibitors must use exhibit management appointed contractors for electrical, plumbing, material handling, rigging, cleaning, standard Show rental furniture and floor covering, and telephones. Official Show contractors are provided for other services, and order forms are provided in the service order kit.
11. Insurance. Exhibitors agree to maintain such insurance that will fully protect TAB from any and all claims of any nature whatsoever, including claims under the Workers' Compensation Act, and for personal injury, including death, which may arise in connection with the installation, operation or dismantling of Exhibitor's display. Exhibitor agrees to indemnify and hold harmless TAB and the Indemnitees for any such claims, irrespective of insurance coverages. Exhibitor agrees to provide TAB a certificate of insurance of workers' compensation and general liability coverage. Exhibitors are advised to add to their existing insurance a portal-to-portal rider at a nominal cost protecting them against the loss/damage to their materials by fire, theft, accident, etc.
12. Security / Non-Liability of TAB. TAB will provide security during the hours the exhibit area is closed but will have no liability for any loss or damage sustained by Exhibitor during such hours or at any other time, whatever the cause.
13. Set-Up of Exhibits. Adequate set-up time will be allowed prior to the official opening of the Show. It is incumbent upon Exhibitor to coordinate with the Official Show Decorator so that the Exhibitor's material is scheduled into the exhibit hall in ample time to be erected and ready when the Show officially opens. Exhibitor will be supplied with setup times and Show hours with adequate time prior to the start of the Show.
14. Badges. All personnel with exhibiting firms are required to have a badge to enter the exhibit hall during exhibit set-up and tear-down and exhibit Show hours. Such badges do not entitle personnel

to participate in the exhibit hall luncheon; individual meal tickets must be purchased and redeemed for this Show.

15. Use of Exhibit Space.

- (A) Distributions of food or beverage by an Exhibitor from their exhibit space must be requested in writing by Exhibitor and approved in writing by TAB no later than July 1.
- (B) Live animals, helium-filled balloons, blinking or flashing lights are prohibited except by special permission.
- (C) Sound levels may not be distracting to neighboring exhibits. Loudspeakers placed on outside perimeter of exhibit must be turned toward interior of exhibit space.
- (D) Direct sales on the exhibit floor outside booths are prohibited.
- (E) Space is leased under the definite pledge that Exhibitor will present an exhibit germane to the industry and of interest or educational value.

16. Contractor Service.

- (A) Official contractors: TAB designates official contractors to provide various services to Exhibitor. Such contractors provide all Show services. Exhibitor shall provide only the material and equipment which he/she/it owns and is to be used in his/her/its exhibit space.
- (B) Exhibitor appointed contractors (EAC): An EAC is any company other than the designated official contractors listed in the service order kit, that provides service (display installation and tear down, models, florists, photographers, audio visual, etc.) which requires access to an Exhibitor's exhibit booth any time during installation, Show dates, or dismantling.
- (C) Exceptions to using the official contractors will be at the sole discretion of TAB and will be granted only with the written consent of TAB Exhibits Manager and only if such exceptions do not interfere in any way with the success of the Show or with the orderly installation, interim services, or dismantling of the exhibit. An exception will not be granted if it is inconsistent with the commitments made and obligations assumed by TAB in any contract with service contractors, or in its lease with the exhibit facility.
- (D) Exhibitors utilizing an EAC for any service must agree to indemnify and hold harmless TAB and the exhibit facility from any act or situation which would cause TAB and the exhibit facility to become liable or suffer losses, damages, injuries, claims, demands and expenses including legal expenses, due to the presence or actions of the EAC.

17. Show Set-Up. No set-up will be permitted once the Show is open. If an Exhibitor is a "no show" when set-up hours close, then the space is automatically forfeited, and no refunds will be made. All exhibits must be set up and ready no later than midnight before the opening of the Show.

18. Manning of Exhibits. Exhibits must be manned during exclusive exhibit hall hours. Exhibits may be left unattended if necessary so personnel can attend conference sessions.
19. Tear-Down Exhibits. No tear down of exhibits will be permitted until the exhibit hall is closed on the final day of the Show. The Official Show Decorator has been instructed by the Show's Exhibits Manager that there are to be no exceptions to this rule. Any exhibitor that tears down or leaves before the Show closing time will not be allowed to exhibit in future Shows.
20. Guest Passes. TAB is pleased to offer guest passes for each Exhibitor's prospective clients. It is a violation of the TAB Rules and Regulation of TAB for persons wearing guest badges to sell, solicit, promote or demonstrate products or services in the exhibit hall. Exhibitor to whom the guest badge has been issued will forfeit their exhibit and/or future exhibit privileges.
21. Conflict with Official TAB Functions. Exhibitor agrees to not conduct activities such as hospitality rooms and receptions outside of the exhibit hall that are in direct conflict with official functions of the Show. This shall include, but not be limited to meetings, meal functions, seminars or any other activity in conflict with the official program of the Association. TAB will advise Exhibitors of official hours in ample time for Exhibitors to schedule any outside activities so as not to be in conflict.
22. Rights and Non-Liability of TAB if the Show is Not Held. TAB may cancel or reschedule the Show for any reason at any time and without liability. If the Show is cancelled 90 days or less prior to the Show's start date, then TAB will refund Exhibitor's payments to TAB for Exhibitor's exhibit space at the Show (but not for any actual expenses incurred by Exhibitor in connection with the Show).
23. Non-Endorsement. The exhibiting of products and services at the Show does not constitute an endorsement by TAB of any product or service exhibited. An Exhibitor is not permitted to represent in any manner that its goods or services have been endorsed by TAB.
24. Force Majeure. TAB will not be liable or deemed in default for any delay, failure, or interruption in performance under the Rules resulting directly or indirectly, beyond its reasonable control, from any acts of God, acts of governmental authority (including, without limitation, declaration of emergency by the President of the United States of America and any government order or law), pandemic or epidemic or disease (including, without limitation, COVID-19 and all such mutations), acts of the public enemy, civil or military authority, war, acts of terrorism, riots, civil disturbances, labor strikes, lockouts, insurrections, accidents, power outages, construction delays, fires, explosions, earthquakes, floods, the elements, blizzards, windstorm, or any other "force majeure" event (each and together, "Force Majeure Event"). TAB shall not be deemed in breach or otherwise in default of the Rules for any Force Majeure Event.
25. Governing Law; Forum. The Rules and all disputes, controversies and claims arising from or in connection with the subject matter of the Rules shall be governed by and construed in accordance with the laws of the state of Texas, regardless of any conflicts of law analysis. Any claim or cause of action arising under the Rules may be brought only in the federal and state courts located in Travis

County, Texas, and the parties hereto hereby consent to the exclusive jurisdiction and venue of such courts.

26. Miscellaneous. The Rules may be executed and exchanged in multiple counterparts by personal delivery, mail, fax, and/or e-mail, and each of which shall be an original and all of which, taken together, shall be one instrument. If any term or condition of the Rules are held invalid or unenforceable by a court with binding authority, then the remainder shall remain in full force and effect and the invalidated or unenforceable term or condition shall be reformed to the maximum extent consistent with applicable law and the intent of the Rules. The Rules shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, devisees, assignees, and transferees.
27. Acceptance / Signature. The individual registering Exhibitor as a “exhibitor” for the Show (and, thus, accepting and agreeing to the Rules on Exhibitor’s behalf) represents and warrants to TAB that he/she has the full right and authority from Exhibitor to do so. If Exhibitor’s acceptance of and agreement to the Rules is further evidenced by some form of assent besides Exhibitor’s registration as an “exhibitor” for the Show (e.g., by a “check the box” acknowledgment procedure), then that assent is the equivalent of Exhibitor’s signature to the Rules. However, for the avoidance of doubt, Exhibitor’s physical or electronic signature is not required to evidence or facilitate Exhibitor’s acceptance of and agreement to the Rules, as Exhibitor agrees that the conduct described in the Rules as confirming Exhibitor’s acceptance of and agreement to the Rules alone suffices.

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