

# 2012 SUMMER CONFERENCE CONTRACT FOR EXHIBIT SPACE

Texas Association for Health, Physical Education, Recreation & Dance

Embassy Suites Hotel & Convention Center | 7600 John Q Hammons Drive | Frisco, Texas 75034 | July 15 – 17, 2012

Nancy Nilson | Exhibits Manager  
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 E-mail: nancy@tahperd.org

Mail or fax completed contract with payment to:  
 TAHPERD | 7910 Cameron Road  
 Austin, Texas 78754 | Fax: 512.459.1290

**ALL SECTIONS MUST BE COMPLETELY FILLED OUT BEFORE YOUR CONTRACT WILL BE PROCESSED. SEE REVERSE FOR RULES & REGULATIONS.**

BOOTH INFORMATION			
DESCRIPTION	SIZE	PRICE	DEPOSIT
<input type="checkbox"/> Commercial Corner Booth	10' x 10'	\$650	\$325
<input type="checkbox"/> Commercial Inline Booth	10' x 10'	\$600	\$300
<i>(This includes a \$100 contract fulfillment fee, which is refundable at the conclusion of the exhibit hours on Tuesday, July 17. See Rule 6)</i>			
CHOICE OF BOOTH LOCATION: Option 1: _____ Option 2: _____			
ADDITIONAL OPPORTUNITIES			
<input type="checkbox"/> Exhibitor Showcase <i>(Limited Availability)</i>		\$300	\$300
<b>Proposals DUE: February 15, 2012 (Approval Required)</b>			
<i>(Complimentary if company exhibited at the 2011 TAHPERD Annual Convention.)</i>			
<input checked="" type="checkbox"/> "Building a Brighter Future" Attendee Traffic Builder		No Charge	
PRINT ADVERTISING			
<input type="checkbox"/> Advertising COMBO: Summer Journal (Quarter Page-BW) & Summer Conference Program (Full Page-BW)		\$325	\$325
<input type="checkbox"/> Summer Conference Program (Full Page-BW)		\$150	\$150
<input type="checkbox"/> Summer Conference Program (Half Page-BW)		\$100	\$100
<b>TOTALS:</b>		\$ _____	\$ _____
		PRICE	DEPOSIT

**EXHIBITOR INFORMATION**  
 The information you provide is where all correspondence & exhibitor kits will be sent. This information will appear in the TAHPERD Summer Conference Program/Manual exactly as it is provided. Deadline for listing in the Summer Conference Program is May 4, 2012.

\_\_\_\_\_  
 Company/Organization Name

\_\_\_\_\_  
 Contact Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Physical Address

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Phone Toll Free (800)

\_\_\_\_\_  
 Cell Phone Fax

\_\_\_\_\_  
 E-mail

\_\_\_\_\_  
 Web Page Address

**PAYMENT**

A deposit is required to reserve booth space(s) for the 2012 Summer Conference. We accept checks or credit cards. **Credit cards will be debited for full booth payment unless otherwise indicated.** Full payment is due May 4, 2012. Contracts submitted after **May 4, 2012** must be accompanied by full payment for your application to be processed.

- Check enclosed made payable to TAHPERD.
- Or Charge:  Full Amount  50% Deposit to my:
- Discover  Mastercard  Visa  AMEX

\_\_\_\_\_  
 Card Number Exp. Date

\_\_\_\_\_  
 Name on Card CSC Code

\_\_\_\_\_  
 Signature

**CANCELLATION:** Full refunds will be granted less a 25% processing fee for space canceled. All refunds must be requested in writing and post-marked on or before May 4, 2012. No refunds will be granted for booth space or advertisements cancelled after May 4, 2012.

**DESCRIPTION OF PRODUCT OR SERVICE FOR SUMMER CONFERENCE PROGRAM (25 words or less)**

This information will appear in the TAHPERD Summer Conference Program exactly as it is provided. Deadline for listing in the Summer Conference Program is May 4, 2012.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**AUTHORIZED SIGNATURES:**

We agree to abide by the provisions set forth in the contract including without limitation the Exhibitor Rules and Regulations attached. The person signing on behalf of the Exhibitor represents and warrants to TAHPERD that he or she has full authority to sign this contract. However in the event he or she is not so authorized, he or she will be personally liable for the faithful performance of this contract.

\_\_\_\_\_  
 Representative Signature Date

\_\_\_\_\_  
 Name (print or type) Title (print or type)

## 2012 TAHPERD ANNUAL SUMMER CONFERENCE EXHIBITOR RULES AND REGULATIONS

- 1. LOCATION AND DATES:** The 2012 Texas Association for Health, Physical Education, Recreation, and Dance Annual Summer Conference will be held July 15 - 17, 2012 at the Embassy Suites Dallas-Frisco Hotel & Conference Center, 7600 John Q Hammons Drive, Frisco, Texas 75034.
- 2. SPACE CONTRACTS:** In order to apply for a booth, complete and return the contract; a 50% deposit must accompany the contract. The balance must be paid in full by May 4, 2012. If you submit a contract after May 4, 2012, your contract must be accompanied by full payment. **CANCELLATION:** Refunds less a 25% processing fee will be granted for canceled contracts if the cancellation is requested in writing before May 4, 2012. No refunds will be granted for booth space or advertising canceled after May 4, 2012. Any Exhibitor who fails to make payments when due, expressly waives all rights in and to the use of the assigned space. TAHPERD shall have full right to consider this contract terminated and to retain as liquidated damages all monies paid and to lease that Exhibitor's space to another Exhibitor. TAHPERD reserves the right to decline or prohibit any exhibit that, in their judgment, does not fit the character of the summer conference. This reservation is all-inclusive as to persons, things, printed matter, products, and conduct.
- 3. SPACE ASSIGNMENT:** Space will be assigned in the order contracts are received. In all cases, efforts will be made to assign space in compliance with the applicants' choices; however, no guarantee is made by TAHPERD that Exhibitors specifications will be met. TAHPERD will provide display space to the Exhibitor as indicated on the official floor plan, insofar as possible, but reserves the right to make any changes in the interest of any Exhibitor or TAHPERD.
- 4. SUBLETTING SPACE:** No Exhibitor may assign, sublet, or apportion his or her space in whole or part, nor exhibit any products or services other than those manufactured or handled in the normal course of his or her business. All activity must be confined to the limits of the exhibit booth.
- 5. EXHIBIT SPACE:** Each booth will be equipped with a 44" x 7" head sign and cloth walls on an aluminum pipe framework. Back walls will be 8' high; divider partitions will be 3' high. TAHPERD will provide one skirted table and two folding chairs. All exhibits must be displays which fit in the space provided and cannot exceed the height of the back wall or sidewalls. Display units may not obstruct exhibit space to the right or left of the booth. Corner exhibits cannot obstruct aisles. If there are multiple parts to the display, these must not exceed the depth of the booth or project beyond the space allotted. No part of an exhibit and/or signs should be taped, nailed or otherwise affixed to walls, doors, etc. Damage from failure to observe this notice is payable by the exhibitor. All equipment must be purchased and requested by using the appropriate forms in the Exhibitor Service Kit. Additional information about furniture, carpeting, utility outlets, and complete display service information will be included in the Exhibitor Service Kit.
- 6. INSTALLATION AND DISMANTLING:** All exhibit installations must be completed between the hours of 12:00 pm and 5:00 pm on Sunday, July 15, 2012. Any space not claimed and occupied or for which no special arrangements have been made before 12:00 pm, Sunday, July 15, 2012, may be resold or reassigned by TAHPERD without any obligation on the part of TAHPERD for any refunds whatsoever. Dismantling of displays must not begin until after the exhibits close at 12:00 pm on July 17, 2012. All exhibits must be removed and the building vacated by 5:00 pm July 17, 2012. No installing, dismantling, rearranging, repairing, servicing, removing, or supplementing of exhibits will be permitted during the viewing hours without the permission of TAHPERD. Exhibitors are required to participate during all show hours each day as listed in the Exhibitor Service Kit. A contract fulfillment fee of \$100 will be refunded provided the exhibitor does not tear down their booth(s) until after 3:00 pm July 17, 2012.
- 7. EXHIBITOR BADGES:** Exhibitors must furnish TAHPERD with an advance list of their representatives. Representatives must wear identification badges at all times, which will be furnished by TAHPERD. Two (2) badges per company are provided. TAHPERD reserves the right to exclude from the exhibit area and/or the summer conference, without any refund or reimbursement, any Exhibitor, its employees, servants, independent contractors, and agents of every kind, who breach this contract, behave inappropriately at summer conference functions or in the Exhibit Hall, violate the law, misrepresent his or her products or services, or otherwise bring discredit upon the summer conference or TAHPERD. Any such conduct shall constitute a material breach of this contract.
- 8. PUBLICITY:** TAHPERD will publish and distribute to registrants a list of Exhibitors, their booth numbers, and their products. TAHPERD reserves the right to publish a list of immediate past Exhibitors in the following year's promotional materials and on the summer conference website.
- 9. CANVASSING AND OTHER ACTIVITIES:** Advertising, canvassing, interviews, demonstrations, distribution of literature, etc., are permitted only within the Exhibitor's space. Samples or souvenirs may not be sold, and if distributed, must directly relate to merchandise displayed in the Exhibitor's booth. Aisles must be kept clear of exhibit materials and debris must be disposed of in building trash containers. TAHPERD will not knowingly permit non-exhibitors to canvass, solicit, hold conferences, or distribute literature or other promotional devices during the summer conference.
- 10. PARTIES:** This contract is entered into by Texas Association for Health, Physical Education, Recreation, and Dance (TAHPERD) and the Company/Institution/Organization named under Exhibitor Information (referred to in this contract as Exhibitor). The contract will be effective on the date it is accepted by TAHPERD.
- 11. SALE OF MERCHANDISE:** Exhibitors may sell products on the exhibit floor during regular exhibit hours, provided that (1) the product relates to the field of education and (2) the vending Exhibitor holds TAHPERD harmless from every claim of any kind that may arise from the sale of such products, including without limitation, any consumer suit, complaint, or demand; any product liability suit; or any other claim, demand, or suit, whether in a court of law or equity or in an administrative forum. TAHPERD reserves the right in their sole discretion, to prohibit or discontinue sales for any reason at any time. Exhibitors are responsible for any and all permits required by law or local ordinance. An Exhibitor without a Texas location needs a Use Tax permit. There is no fee for a Use Tax permit. In the event that an exhibitor engages in on-location transactions, the exhibitor will be responsible for complying with all federal, state, and local laws that may pertain to such sales. All exhibitors must be registered with Texas Comptroller's Office. In addition, exhibitors must have a Texas Sales permit or proof of tax-exempt status in order to exhibit at the Summer Conference. Contact the Comptroller's Office (512.463.3731 or [www.cpa.state.tx.us](http://www.cpa.state.tx.us)) for information regarding exhibiting in Texas and Texas sales permits. Each exhibitor is responsible for making this contact.
- 12. NOISE, SOUND, AND COMBUSTIBLES:** Use of the booth shall not interfere with other exhibitors. Musical instruments, radios, sound-motion picture equipment, record players, noise-creating devices, or amplifying systems shall be operated only at a level that will not interfere with other Exhibitors or add unduly to general acoustical inconvenience, and their operation must conform to TAHPERD requirements. Flammable fluids, substances or material, the use of which is in violation of city, county, or state laws or regulations, may not be used in any booth.
- 13. COPYRIGHT POLICY:** The Copyright Laws require the payment of a user fee before any performance of copyrighted work (such as music or literature). Exhibitors are responsible for procuring permission to use any copyrighted work that is performed, broadcasted, displayed, or used in TAHPERD publications, which is supplied to TAHPERD by the Exhibitor. Each Exhibitor assumes full liability for any infringement of the Copyright Act committed by or on behalf of such Exhibitor and agrees to hold TAHPERD and their employees and agents harmless and to assume all costs and damages for any direct or indirect liability TAHPERD may incur by such infringement. For any infringement committed, each Exhibitor agrees to assume the duty to defend, including paying for all costs associated with the infringement defense, giving TAHPERD right to control litigation and choice of counsel.
- 14. NON-LIABILITY:** It is expressly understood and agreed by each and every contracting Exhibitor and his or hers guests that neither TAHPERD, nor its employees, nor its contractors shall be liable for loss or damage to the goods or properties of Exhibitors. TAHPERD will provide overnight security and the furnishing of such security shall neither be deemed to increase the liability of TAHPERD, its members, representatives, officers, or employees, nor to modify in any way the assumption of risk and release provided herein. All property of the Exhibitor is understood to remain under his or her custody and control in transit to, within, or in transit from the confines of the Exhibit Hall, subject to the Rules and Regulations of this summer conference. By signing the contract, Exhibitor releases and agrees to indemnify TAHPERD, its managers, officers, members, sponsors, employees, and agents, and indemnify and save them harmless from any suit or claim for property damage or personal injury (including punitive damages) by whosoever sustained, including Exhibitor and its employees, servants, independent contractors, and agents of every kind or employees on or about the Exhibitor's space or arising out of Exhibitor's participation in the exhibition, expressly including such damage or injury resulting in any part from the negligence of one or more of the aforementioned indemnities. The performance of this contract by either party is excused if made impossible or illegal by acts of God, war, government regulation, disaster, civil disorder, curtailment of transportation facilities, power outage, or other emergency over which any party has no control. This agreement may be terminated for one or more of such reasons by written notice from one party to the other, but upon termination for any such reason, Exhibitor is not entitled to a refund or reimbursement. The Exhibitor does not have the right to request a refund because the facility fails to provide any service, (e.g., electricity goes out and attendees cannot see exhibit). Failure by the Exhibitor to comply with these rules and regulations as agreed by the parties or the breach of any representation, warranty, or guarantee by the Exhibitor shall render the Exhibitor liable for direct and consequential damages, expenses, allocations of overhead, etc., including but not limited to, reasonable attorneys fees. This agreement represents the complete understanding of the parties and may be amended, modified, or otherwise altered only pursuant to the mutual written agreement of the parties.
- 15. GENERAL:** TAHPERD reserves the right to make such additional conditions, rules, and regulations as TAHPERD deems necessary to enhance the success of the TAHPERD Summer Conference. Failure of TAHPERD to declare any violation of these rules immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such violation. TAHPERD shall have the right to declare any violation at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any rent or payment by TAHPERD, with or without knowledge of any breach or violation by TAHPERD of any conditions, terms, or covenant, hereunder shall not be determined or considered as a waiver of any provision hereunder.
- 16. TAHPERD NAME AND LOGO:** Exhibitors must have approval from the Texas Association for Health, Physical Education, Recreation, and Dance (TAHPERD) to use the official TAHPERD logo, TAHPERD Summer Conference logo and/or organization name: Texas Association for Health, Physical Education, Recreation, and Dance (TAHPERD).
- 17. INSURANCE:** The exhibitor, its independent contractor, and agents of every kind, agrees to have the following insurance coverage during the dates of the TAHPERD Summer Conference (including move-in and move-out days) and to be prepared to furnish a certificate of insurance to TAHPERD if requested: (a) Comprehensive General Liability insurance coverage of a minimum of \$1,000,000 for bodily injury and \$250,000.00 property damage. Such coverage shall extend to the acts and omissions of exhibitor, its employees, servants, independent contractors, and agents of every kind.

Venue for any legal proceeding concerning this contract shall be in Travis County, Austin, Texas.