

Texas FFA Convention and VATAT Conference

Exhibitor Agreement

2021

1. The Texas FFA Association and The Agriculture Teachers Association of Texas (ATAT) are not-for-profit associations. The purpose of their Exhibit Shows are to provide a conducive, common environment bringing exhibitors and attendees together to educate and inform members on the latest developments in technology, information, product innovation and services available to members.
2. Exhibitor agrees to abide by these Terms, Rules, and Regulations and all amendments thereto and decisions of Show Management, which are hereby incorporated by reference. Any matters not specifically addressed herein shall be subject solely to the decision of Show management. This Agreement is non-assignable by Exhibitor and any attempt to assign this Agreement is void and shall constitute a default. For purposes of this agreement, the term "Show Management" shall mean the Texas FFA Association and the ATAT, and their respective directors, officers, members and staff. The term "exhibit hall" shall mean the assigned facilities in the Convention Center hosting the year's event (hereinafter referred to as "Convention Center"). The term "Exhibitor" shall mean any company, firm, or person who has applied for or been allocated any space at the Exhibition.
3. The Texas FFA Association and the ATAT shall have sole authority to interpret and enforce all rules and regulations contained herein; to make any amendments thereto as shall be necessary for the orderly conduct of the exhibit show and benefit of agricultural science education and Texas FFA. Amendments and all subsequent correspondence shall be binding on Exhibitors equally with all rules and regulations. This agreement, when executed properly, shall be considered a binding agreement between the two parties. Exhibitors shall abide by federal, state, and city laws, ordinances, and regulations. Any other rules promulgated by Show Management are hereby incorporated by reference and become a part of this agreement. All matters and questions not specifically covered by these Rules and Regulations are subject to the decision of the Texas FFA Association and the ATAT, whose decisions will be final. The Exhibitor agrees to accept and abide by such decisions.
4. Sponsors will receive priority booth placement, and other exhibitors will be placed by time of registration.
5. Exhibitors will pay a \$200 booth deposit within 30 days of registration. Full payment must be received by June 4, 2021. Those exhibitors failing to submit their deposit will forfeit booth placement until payment in full is received. If full booth payment is not received by the established date, the space will be released. Full refunds will be issued for cancellations received prior to June 4, 2020. Refunds cannot be made after this date.
6. Exhibitors may sell products from their booths, excluding food/drink/snacks/candy, etc. Exhibitors may give individual portions of these products away.
7. The promotion, sale, or presence of alcoholic beverages or drugs, including references on merchandise, promotional items, or signage, is prohibited at the State FFA Convention and ATAT Conference. Exhibitors are similarly prohibited from displaying profanities or obscene images. Show management reserves the right to determine if products are appropriate for

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their respective events. Off premises/after-hour events must be advertised in a way that does not reference alcohol.

8. **The use of any and all Texas FFA Association and ATAT trademarked images or graphics, including convention/conference logos, is prohibited unless granted official permission by the respective association via sponsorship or other communication. Exhibitors may be asked to provide verification of this permission or submit said permission prior to the show.**
9. The Texas FFA Association and the ATAT are not responsible for freight shipment, booth Wi-Fi, or additional equipment. Arrangements for rental of booth furnishings, displays, or equipment must be made directly with the official service contractor at the expense of the exhibiting company. Each exhibitor will receive information on how to order these items, and it will be posted on the ATAT website when finalized.
10. Exhibitor shall pay all charges for electrical and other required utilities to the Convention Center. Arrangements for special electrical services must be made directly with the Convention Center. All equipment requiring electrical current must comply with electrical codes in the city where the Show takes place and all other applicable safety requirements, including Underwriters Laboratories approved. Two-wire lamp cord is not permitted.
11. Exhibitors agree to stay in the space provided, not block neighboring aisle views, and keep sound at a level that doesn't interfere with a neighboring exhibitors ability to interact with customers.
12. Exhibiting or distributing advertising material outside of the designated booth space without express permission of Show Management is prohibited. Persons connected with non-exhibit concerns are prohibited from retailing, exhibiting, or soliciting inside the Convention Center. No exhibits, displays, or advertising materials are allowed in workshop spaces, guest rooms, parking areas, or hallways of hotels.
13. Exhibits shall be staffed by qualified individuals who are bona fide company employees or legitimate representatives. Exhibitors must open their exhibit on time each morning and staff it throughout each day until show closing. Exhibit personnel shall wear appropriate attire consistent with the convention decorum.
14. Security personnel will be provided at both events. By participating, exhibitors agree to hold harmless, indemnify, and release the Texas FFA Association, the ATAT, and their officers and agents, from all claims, demands, causes of action, damages, liabilities, theft, vandalism, etc.; whatsoever against the Texas FFA Association and/or ATAT by reason of any transaction, occurrence, or event from or related to the events in any way.
15. Exhibitor represents and warrants that its exhibit and product(s)/service information shall comply with the Americans with Disabilities Act and its regulations and guidelines. Exhibitors shall indemnify, hold harmless, and defend Show Management from and against any and all claims, expenses (including attorney's fees), and costs arising out of or related to Exhibitor's noncompliance with the ADA.
16. **Cancellation or Postponement of Show**
 - a. a. In the event that the Show is postponed due to any act or occurrence outside the control of Show Management or Exhibitor, whether such occurrence be an Act of God, common enemy, result of war, riot, civil commotion, labor dispute, terrorist action,

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government action, or act or conduct of any person or persons not party or privy to this Agreement, making it illegal, impossible or commercially impracticable to hold the Show, then performance of parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event, for duration of such postponement.

- b. In the event that such occurrence results in cancellation of Show, obligations of parties under this Agreement shall automatically be terminated and all rental payments made under this license shall be refunded to Exhibitor, less a pro rata share of expenses actually incurred by Show Management in connection with Show. Show Management reserves the right, with no liability to Exhibitor for refunds, additional expenses, or otherwise, to change date or place of Show upon two-weeks' notice to Exhibitor, effective from date of mailing of such notice.
17. Exhibitor hereby agrees that the laws of the State of Texas shall control construction and enforceability of this Agreement and hereby consents to jurisdiction of State of Texas and Federal District Courts within State, regardless of any conflict of laws, with respect to any right of action arising under this Agreement. Exhibitors must comply, at their expense, with all local, state, and federal laws, rules, regulations, and ordinances in force. Exhibitor agrees to pay any fees, including attorney fees and costs of litigation through appeal, associated with any dispute with Show Management, Show Decorator, or the Convention Center.
18. All notices pertaining to this Contract must be in writing and will become effective when delivered and received by the intended recipient by one of the following methods:
 - a. Letter sent by certified mail or by overnight carrier, return receipt requested, postage prepaid to intended recipient,
 - b. Hand-delivered with a signed receipt, or by
 - c. Email transmission: Notice by email is effective when the sender of the email has notice from the intended recipient that the email transmission was delivered. Notices to Show Management must be addressed as indicated in this Contract. Notices to Exhibitor will be addressed to the Contact Person indicated on the exhibitor registration form. The names and addresses for the purposes of this section may be changed by giving written notice of such change in the manner provided in this paragraph for giving notice. Unless and until written notice is received, the last name and address stated in this Agreement will be deemed to continue in effect for all purposes.
19. **If Show Management determines an exhibitor is engaged in activities in violation of this policy, is engaged in other activities contrary to the best interest for the Texas FFA Association or ATAT, or behaves in an unethical or illegal manner; Show Management has the sole discretion to remove the offending exhibitor without the liability for refund or other damages. Infractions of this policy will be taken into account when determining if the exhibitor's application will be accepted for future events.**