

ANNUAL CONFERENCE & TRADE SHOW EXHIBITOR POLICIES
FEBRUARY 21-23, 2023 | EMBASSY SUITES, SAN MARCOS, TEXAS

EXHIBITOR BADGE POLICIES

*The exhibitor fee includes two complimentary exhibitor badges. Your complimentary attendees must be current employees or representatives of your company, and these badges are nontransferable to those outside your company. Badge changes made onsite will be subject to a \$15-per-badge fee. Additional exhibitor badge registrations may be purchased at \$150 per additional staff badge. Complimentary attendee registrations cannot be transferred to a paid attendee for refund.

Cancellations will be accepted with a full refund until January 15, 2023. From January 15, 2023, to February 15, 2023, cancellations will incur a \$200 cancellation fee. After February 15, 2023, no refunds for cancellations will be provided.

Please note: Online exhibitor registration must be completed by February 10. Any vendor with an unpaid balance as of February 15 may be removed or cancelled from the show floor by show management.

Exhibitors are invited to networking breaks with exhibitors including the lunch with exhibitors and receptions at the conference. Entrance to the Lunch With Exhibitors and receptions is granted by wearing your name badge unless otherwise noted. Separate registration is required for the Gala and ticketed tastings.

All exhibitors should check in at the registration area upon arrival at the conference for a name badge and conference information. Please register all persons in your booth so that a badge can be made in advance. Admission shall be by badge and badges are nontransferable. Rights of an exhibitor shall not be assignable to any other firm or person.

CONDITIONS OF THE EXHIBIT CONTRACT

You will receive TWGGA acceptance of your booth request and confirmation by email to the contact person indicated on the Exhibitor Reservation Form.

AGREEMENT TO CONDITIONS—Each exhibitor and its representatives agree to abide by these conditions, it being understood and agreed that the sole control of the exhibit hall rests with the Texas Wine & Grape Growers Association (TWGGA).

REQUIRED MATERIALS—Exhibitors must submit their logo, 50-word description, and names of exhibitor badges by Friday, January 27, 2023.

ASSIGNMENT OF SPACE—Space will be assigned by TWGGA, with sponsors receiving priority. You may also select the prime placement booth option at time of booking. If you have reserved and paid for the prime placement booth option, your chosen space will be reserved in the order premium requests are received. TWGGA reserves the right to make any changes to the floor plan, space assignments, or schedule if deemed necessary, including the upgraded booth selection. Exhibit space includes a table, two chairs, and an 8-foot-wide by 10-foot-long exhibit space. Your booth items must be contained within the designated space, including large banners, signage, or extra fixtures that extend past the 8 feet. Exhibitors may purchase more than one booth should their proposed fixtures extend beyond the designated space of one booth.

PAYMENT—**Total payment is due by upon receipt of the Exhibitor Reservation Form** at the most current exhibitor registration price and TWGGA membership status. Exhibitors with outstanding payments will forfeit their booth. If you cancel this contract or fail to exhibit at the Annual Conference, TWGGA may retain any payment you have made for space charges as liquidating damage.

CANCELLATION OR RELOCATION—If, for any reason, TWGGA shall consider it necessary or advisable to terminate or cancel the Annual Conference, or for any reason are required to cancel or terminate the exhibitor's space, TWGGA will refund all sums paid as space fees and upon such refund will be relieved of any further liability.

EXHIBITOR CONDUCT—Each exhibitor is charged with knowledge of all State, County, and City laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in this exhibition. Compliance with such laws is mandatory for all exhibitors, and the sole responsibility is that of the exhibitor.

PHOTO RELEASE—TWGGA photographs and video records events and reserves the right to use the photos/videos for promotional purposes, including on TWGGA social media. Exhibitors may share/retweet TWGGA-posted promotions, photos, or videos.

Exhibitors and their representatives shall not congregate or solicit trade in the aisles or in booths outside their own. The prior written consent of TWGGA is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanism reproduction of sound. Such employment or use shall be confined to the Exhibit Space. TWGGA, in its sole and absolute discretion, may withdraw its consent at any time, in which event the exhibitor shall terminate such activity immediately. All promotional plans must be submitted to TWGGA. Distribution of pamphlets, brochures, or any advertising matter must be confined to the exhibit hall. **Exhibitors are prohibited from bringing alcoholic beverages and food into the exhibit hall without explicit permission from TWGGA and the hotel.** Exhibitors shall refrain from any action that will distract attendees from attendance at the exhibit hall during open hours. Exhibitors shall not lead attendees from one exhibit space to another or to elevators or escalators. An exhibitor or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste.

CANCELLATION BY EXHIBITOR—Should the exhibitor be unable to occupy and use the exhibit space contracted and should notify TWGGA in writing prior to the opening of the show, the following refund schedule will apply: Cancellations will be accepted with a full refund until January 15, 2023. From January 15, 2023, to February 15, 2023, cancellations will incur a \$200 cancellation fee. After February 15, 2023, no refunds for cancellations will be provided.

USE OF EXHIBIT SPACE—Exhibit space is to be used solely for the display of the exhibitor's product. Exhibitors are not permitted to sublet or share any portion of their space. Any display must not be of such nature or arrangement to obstruct the view or interfere with exhibits of others. No exhibit material may extend beyond the boundaries of the exhibit space. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions. TWGGA reserves the right to remove from the hotel premises any or all of the property of the exhibitor should the event be cancelled or relocated or should the exhibitor violate any of the conditions of the Exhibitor Contract. If the agreement is cancelled for violation of such contract, TWGGA assumes no liability for the return of the exhibit fee or any part thereof.

TWGGA LIABILITY—TWGGA undertakes no duty to exercise care, nor assumes any responsibility for the protection and safety of the exhibitor, its officials, agents, or employees, or the protection of the property used in connection with the exhibit from theft or damage or destruction by fire, accident, or any other cause. Small and easily portable articles should be properly secured or removed after the show hours and placed in safekeeping by the exhibitor. Any protection exercised, in fact, by TWGGA shall be deemed purely gratuitous on its part and shall in no way be construed to involve it in liability by the exhibitor.

TWGGA shall not be liable for the fulfillment of this agreement as to delivery of space, if nondelivery is due to any one of the following causes: destruction of or damage to the building or the exhibit area by fire or act of God, acts of a public enemy, strikes, the authority of the law, or any cause beyond its control. TWGGA will, however, in the event it is not able to hold an exhibit for any of the above-named causes, reimburse exhibitors, prorated on any rental fee paid.

EXHIBITOR LIABILITY—The exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, and defend, and save TWGGA, the hotel and its employees and agents harmless against all claims, losses, and damages to persons or property, governmental charges or fines and attorney's fees rising out of or caused by exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or part thereof, excluding any such liability caused by the sole negligence of the hotel, its employees and agents. In addition, the exhibitor acknowledges that TWGGA and the hotel do not maintain insurance covering exhibitor's property and that it is the sole responsibility of the exhibitor to obtain business interruption and property damage insurance covering such losses by exhibitor.

FORCE MAJEURE—Neither TWGGA nor the exhibitor shall be liable or deemed to be in default of any provision of this Agreement for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, failure of the Internet, fire or other casualty, act of God, riot, strike or labor dispute, war, act of terrorism, or other violence, pandemic, or other emergency making it unsafe, impossible, or illegal to perform under the Agreement, or any law, order, or requirement of any governmental agency or authority, provided that the party experiencing the delay shall notify the other

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party of the force majeure condition and work diligently to overcome the cause of the delay and resume performance as expeditiously as possible. In the case of a force majeure event which causes the Conference and Trade Show to be cancelled or postponed more than three months, without a reasonable substitute, the exhibitor will be entitled to a full refund of amounts paid.

INSURANCE—In all cases, exhibitors wishing to insure their goods will do so at their own expense.

PROTECTION OF THE EXHIBIT FACILITY—Nothing will be posted on, or tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the hotel without permission from the proper building authority. Packing and unpacking of exhibit materials shall be done only in designated areas and in conformity with directions of the exhibits manager, the hotel, the convention hall management, or their assistants.

DEFAULT OCCUPANCY—TWGGA reserves the right to fix the time for the installation of an exhibit prior to the show opening and for its removal after the conclusion of the show. Any exhibitor failing to occupy space contracted for is not relieved of the obligation of paying for such space at the full rental price, and TWGGA shall have the right to use such space as it sees fit provided such exhibit space is not occupied three (3) hours before the official show opening. Any space not claimed and occupied by three (3) hours prior to the first exhibitor event may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exhibition. If the exhibitor is late in removing its exhibit, and causes TWGGA to incur overtime or other costs, then the exhibitor will be responsible for those costs.

COMPLIMENTARY REGISTRATIONS—Exhibitor shall receive a specified number of complimentary registrations for the conference. Badges will be issued in the name of the designated individuals and may not be traded to, and used by, nonregistrants. If TWGGA finds exhibitors trading or otherwise improperly using their badges, TWGGA may, at its discretion, seize the badges and/or expel the exhibitor from the expo locations and/or suspend exhibitor from exhibiting at one or more future conferences.

AMERICANS WITH DISABILITIES ACT—Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter “Act”) to make their exhibit spaces accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless TWGGA, show management, and facility against cost, expense, liability, or damage, which may be incident to, arise out of, or be caused by an exhibitor’s failure to comply with the Act.

AMENDMENTS—These rules may be revised by TWGGA, and all points not covered are subject to TWGGA decision.

OTHER REGULATIONS—Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of TWGGA. **TWGGA shall have full power to interpret, amend, and enforce these rules and regulations, provided exhibitors receive notice of any amendments when made. Each exhibitor and its employees agree to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of TWGGA, conduct themselves unethically may immediately be dismissed from the exhibit area without refund or other appeal.**