

#### 1. TERMS AND REFERENCE

The Event is owned by Hill Country Conferences (HCC). As used hereinafter, the term “Organizer” means, collectively, Hill Country Conferences (HCC) and each of their agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term “Exhibitor” means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by HCC in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable. The term “Exhibit Facility” means New Braunfels Civic/Convention Exhibit Facility on behalf of the City of New Braunfels, Texas.

#### 2. INDEMINIFICATION

Exhibitor agrees to defend, indemnify, and hold harmless Exhibit Facility (City of New Braunfels and Greater New Braunfels Chamber of Commerce, their agents, representatives and employees) and Organizer, each severally and separately, from and against any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including without limitation any and all costs of defense, made against or incurred or suffered by Exhibit Facility and Organizer, and such indemnities as a direct or indirect result or consequence of injury, sickness, illness, or harm, any other cause of action whatsoever arising out of, resulting from, or which would not have occurred but for this Agreement or Exhibitor’s use of the premises, facilities or equipment of Exhibit Facility. Exhibitor further agrees to release and acquit Exhibit Facility and Organizer, its agents, representatives and employees, from and against any and all liabilities, demands, claims, damages, losses, costs and expense of any kind or nature whatsoever, including those enumerated herein above.

#### 3. ASSUMPTION OF RISKS; RELEASES

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor’s participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise.

Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor here by releases all of them from, and covenants not to sue any of them with respect, any and all risks, losses, damages and liabilities described in this paragraph.

#### 4. EXHIBIT FACILITY

Loading and unloading must take place, on a first-come first-served basis, through the loading dock during the times expressed in the Exhibitor Confirmation Packet/Event Details. All equipment must be transported through service corridors when available. The Exhibit Facility has an “open dock” policy to allow exhibitors and vendors easy access for loading and unloading. As this is an unsecure area, no storage is allowed on or near the loading dock.

Parking areas are free and available on a first come first served basis unless otherwise approved by Exhibit Facility. Overnight parking of vehicles is prohibited without prior approval from the Exhibit Facility. Exits, halls, sidewalks or entrances shall not be used for any other purpose than ingress or egress. Exits, fire hose cabinets and fire extinguishers, including signs, must be unobstructed and visible at all times.

Wheelchair lift is restricted to individuals requiring assistance and may not be used for freight. Furniture located throughout the facility is not designed to be moved.

Do not tape, tack, staple, Velcro or affix any material to the walls, chairs, tables, doors or any part of the premises. The use of "duct tape" is prohibited on any surface in the facility. All beam structures or other painted surfaces must be covered with protective material before wire, rope or the like is attached or touching to prevent damaging the surface. Items are not allowed to be attached to electrical lighting conduits, air ducts, utility pipes or sprinkler systems.

Air or helium filled balloons must be weighted. Glitter, confetti, and other small items are prohibited. Rice, birdseed, sparklers and floral petals inside or outside the Exhibit Facility are prohibited. All decorations must be removed from the premises at the end of the Agreement period.

Cylinders of compressed gases are subject to approval by the Fire Marshal. Cylinders must be secured in an upright position at all times with a standard carrier device or wall mount located on loading dock. No open flame, pyrotechnics, smoke/fog or flammable materials shall be permitted in the Exhibit Facility. Any flame must be contained in a fire proof container.

No live animals or pets may enter the Exhibit Facility without prior written consent of the Organizer. An addendum, providing additional information, may be issued should consent be given. Exceptions will be made in accordance with the Americans with Disability Act.

Exhibitors or vendors distributing food and/or beverage at events open to the public, either for sale or sampling, must obtain a Temporary Food Service Establishment or Special Event Permit from the City of New Braunfels Environmental Health Department. They must also be licensed with the City of New Braunfels and comply with all local rules and regulations. No food or drink may be sold or given away without written permission from the Organizer.

No gambling, lottery or bingo will be allowed in the Exhibit Facility or surrounding parking lot area, with the exception of IRS designated non-profit organizations for charitable purposes only. Raffles may be held in accordance with the Texas Charitable Raffle Enabling Act. No alcohol may be brought on the premises or taken out of the facility by any guests or invitees of Exhibitors. The Exhibit Facility is a non-smoking building. Smoking is strictly forbidden in the facility or on the loading dock.

#### 5. COVERED DISPLAYS

No covered displays or tents are allowed that exceed 4 feet in any direction. Display covers are required to be flame resistant, must have an appropriate label affixed, and a certificate on file in the Fire Marshall's office prior to the issuance of a permit. Booths with an open grate style ceiling do not have to meet this requirement. Please contact the City's Fire Marshall's office for specific questions and permit information. All exhibit booths must maintain clear and appropriate exits from the booth.

#### 6. ELECTRICITY/INTERNET

Electrical service is available at a **limited number of booth locations** for an additional charge of \$50. All electrical items must comply with local Fire/Electric Codes. If you require electrical service please indicate yes on the Exhibitor Registration Form. Wireless internet access is available at no charge. Hardwired internet access is available at an additional fee. While every effort will be made to ensure continuous internet access, a connection may not be available. The Exhibit Facility and Organizer are also not responsible for incompatible equipment or software that might be used.

#### 7. CHARACTER OF DISPLAYS; USE OF AISLES AND COMMON AREAS

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. No strolling-rolling carts are allowed, loud music, and you may not walk around outside of your booth space to distribute flyers, canvassing or soliciting public. Exhibitor signage can be displayed only within each booth space. Do not construct or arrange items in your booth so that they obstruct the general view or appear to hide the exhibits of others.

#### 8. TAXES AND LICENSES

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of HCC.

#### 9. QUALIFICATIONS OF EXHIBITOR

HCC, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who supply products and services to the beauty and wellness industry. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited.

#### 10. CONTRACT ACCEPTANCE

This contract shall become binding and effective only when it has been accepted by a duly authorized representative of HCC. Booth fees are invoiced at the time the application is submitted. Booth space will be forfeited if required payment is not submitted 30 days after submitting application. Certificate of Insurance is due no later than 30 days before the event date. Applications are due by **January 23, 2019**. Applications received after this date will be accepted if space is available. Late registrations require payment must be received in full in order to permit Exhibitor to move in and set up and/or occupy the booth space allocated.

#### 11. COMPANIES REPRESENTED AT THE EVENT

The Exhibitor is not permitted to have an additional company or organization represented at the booth without prior written approval from HCC. Sharers must fill out the booth sharing portion of the contract. This portion of the contract must get approval from HCC.

#### 12. EXHIBIT SPACE OCCUPANCY

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by HCC as listed in the Exhibitor Confirmation Packet/Event Details. If Exhibitor fails to install its display in its assigned space or leaves its space unattended during the Event hours, HCC shall have the right to take possession of the space and no refund will be due to Exhibitor. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by HCC. No property may be removed from the Event before the Event ends. After the close of the Event,

all exhibits shall be removed and cleared from the exhibition space and vacant possession of the exhibition space shall be delivered and made available to Exhibitor. Any property remaining may be sold or otherwise disposed of by HCC and/or Exhibit Facility at the Exhibitor's expense. Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor. Any penalty or other charge assessed against Organizer by the Event Facility or any contractors for failure of Exhibitor to comply with the terms of this contract shall be borne, together with collection and enforcement costs, by Exhibitor.

### 13. ADDITIONAL TERMS AND CONDITIONS

Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. Any amendment to this contract must be in writing and signed by an authorized representative of HCC. Exhibitor may not assign this contractor any right here under nor may Exhibitor sublet or license all or any portion of its exhibit space.

### 14. LISTINGS AND PROMOTIONAL MATERIALS

By exhibiting at the Event, Exhibitor grants to Organizer a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in HCC promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor from the directory or other lists or materials; HCC may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any HCC promotional purpose.

### 15. INSURANCE

Exhibitors are required to carry General Liability insurance coverage. A copy of your certificate of insurance from your insurance carrier is required and the following additionally insured added onto your policy, "Hill Country Conferences, address: PO BOX 1284, Canyon Lake, Texas 78133" and "City of New Braunfels - Civic/Convention Exhibit Facility, P.O. Box 311747, New Braunfels, TX 78131-1747." If you do not carry a General Liability insurance policy please contact Tammy Wood at 830-214-4694 to submit a request to be added to the NB Beauty and Wellness Show event policy. Certain limitations are applicable to be added onto the policy.

### Acknowledgement of Terms and Conditions

- **I hereby acknowledge and understand the information contained above, and I acknowledge that failure to comply with these terms and conditions may result in the removal of my booth.**
- **I hereby acknowledge and understand breakdown of booths CANNOT begin before 4 PM on Sunday, February 24, 2019.**
- **I hereby hold harmless, release, and discharge from liability or claim Organizer and Exhibit Facility, its employees, volunteers, and any companies, agents or vendors.**
- **Exhibitor Confirmation Packet/Event Details will be emailed upon acceptance of registration.**

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Signature

Title

Date