

1. Location and Dates: The Texas Association for School Nutrition (TASN) Conference will be held June 10-13, 2023, at the George R Brown Convention Center, in Houston, TX.

2. Booth Fees: Per 10' x 10' booth space Members: \$1,700 inline booth and \$1,800 for premium corner booth. Non-Members: \$2,150 inline and \$2,250 premium corner booth. The cost includes \$300 for the Industry Night event (\$275) & Scholarships (\$25). Current TASN members will be able to secure a booth(s) beginning July 28, 2022, at 10:00 a.m.; Non-Members may secure a booth(s) beginning August 25, 2022; at 10:00 a.m. A deposit in the amount of \$700 per 10' x 10' booth space is due with the signed contract to reserve exhibit space, payment in full will also be accepted. Any remaining balance is due by no later than January 6, 2023. If the exhibit space fee is not paid in full by the due date Exhibit Management shall have full right to consider this contract terminated and to retain as liquidated damages all monies paid, and to lease that space to another exhibitor. Cancellation: A refund less 30% handling fee of the total booth cost will be granted for space(s) canceled if requested in writing and postmarked on or before January 6, 2023. No refunds will be granted for space canceled after January 6, 2023. A \$100.00 fee will be applied to exhibitors requesting to move booth locations after their booth has already been selected.

3. Space Assignment: Spaces will be assigned in the order Contracts are received by TASN. In all cases, efforts will be made to assign space in as close compliance as possible with applicants' choices. Booth(s) are assigned on a first come, first serve basis.

4. Exhibit Display Space: Exhibit Management will provide display spaces as indicated on the official floor plan, insofar as possible, but reserves the right to make any changes. Exhibit Management reserves the right to decline or prohibit any exhibit that, in its judgment, is out of keeping with the character of the Conference, this reservation being all-inclusive as to persons, things, printed matter, products, and conduct.

5. Brokerage Companies are responsible for the full payment of all their contracted booths. TASN will not accept payment from the individual companies if they are with a brokerage company.

6. Subletting Space: No exhibitor may assign, sublet, or apportion their space in whole or in part nor exhibit any products or services other than those manufactured or handled in the normal course of their business.

7. Limitations for Displays: Per IAEE Guidelines for Display Rules & Regulations and all booths excluding islands: The exhibitor shall not display or place any product, sign, partition, person, apparatus, shelving, or other construction that extends more than 8 feet above the floor on the back wall and 4 feet forward from the back wall of the booth. A 4 ft. height restriction is imposed on all materials in the remaining space forward to the aisle. No interference with the light or view of other exhibitors will be permitted. There are no height requirements for booth(s) sold as islands.

8. Exhibitors' Admission Credentials: Exhibitors will furnish TASN a list of authorized representatives. Representatives must register upon arrival at the exhibit area, and at all times wear identification badges, which will be furnished and entitle wearers to attend Conference sessions. Up to five badges will be issued per 10x10 booth. Exhibit Management reserves the right to expel from the exhibit area any exhibitor who misrepresents their product, service, or firm, in name or in action.

9. Canvassing and other Activities: Interviews, demonstrations, distribution of literature, etc., are permitted only within exhibitor's space. Samples/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. Exhibit Management will not permit non-exhibitors to canvas, solicit, hold conferences, or distribute literature or other promotional devices during the Convention.

10. General Rules: No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, or otherwise affixed to any pillars, walls, doors, or other parts of the building.

11. Insurance: The exhibitor, its independent contractors, and agents of every kind agree to obtain the following insurance coverage during the dates of the TASN Conference (including move-in and move-out days) and to furnish a certificate of insurance (COI) to TASN with TASN and the George R Brown Convention Center as Holders: (a) Comprehensive General Liability insurance coverage including protective and contractual liability coverage of \$1,000,000/\$2,000,000 for bodily injury and/or property damage, such coverage shall extend to the acts and omissions of exhibitor, its employees, servants, independent contractors, and agents of every kind; (b) Employers liability insurance with minimum limits of \$1,000,000/\$1,000,000/\$1,000,000; (c) Workers' Compensation/Occupational Disease coverage in full compliance with federal and state laws; (d) Comprehensive General Automobile liability insurance covering owned, non-owned (leased and rental), and hired vehicles, including loading/unloading hazards with Bodily Injury limit of \$1,000,000.

12. Non-liability: It is expressly understood and agreed by each and every contracting exhibitor and their guests that neither TASN, nor their employees, nor their contractors shall be liable for loss or damage to the goods or properties of exhibitors. Security will be furnished, and the furnishing of such securities shall not be deemed to increase the liability of TASN, their members, representatives, officers, or employees nor to modify in any way the assumption of risk and release provided for below. All property of the exhibitor is understood to remain under his or her custody and control in transit to, within, or from the confines of the exhibit hall, subject to the rules and regulations of this Conference. **ON SIGNING THE APPLICATION-CONTRACT, THE EXHIBITOR RELEASES AND AGREES TO INDEMNIFY TASN, THEIR 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 WHOMSOEVER SUSTAINED, INCLUDING EXHIBITOR AND ITS EMPLOYEES, INDEPENDENT CONTRACTORS, AND AGENTS OF EVERY KIND OR EMPLOYEES ON OR ABOUT THE EXHIBITOR'S DISPLAY 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 agreement by TASN is subject to acts of God, war, federal/state/local government regulation and/or orders, disaster, civil disorder, curtailment of transportation facilities, pandemics/epidemics, or other emergency over which TASN has no control making it illegal, impossible, or impracticable to provide the facilities or to hold the function. This agreement may be terminated for one or more of such reasons by written notice from one party to the others. 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. This agreement represents the complete understanding of the parties and may be amended, modified, or otherwise altered only by mutual written agreement of the parties.

13. Media Release: I grant TASN, its representatives and employees the right to take photographs and/or video of my property and me. I authorize TASN to copyright, use and publish the same in print and/or electronically. I agree that TASN may use such photographs or video of me with or without my name and for any lawful purpose, including such purposes as publicity, illustration, advertising, social networking, and Web content.

14. General: TASN reserves the right to make such additional conditions, rules, and regulations as Exhibit Management deems necessary to enhance the success of the TASN Annual Conference, including additional requirements to prevent the spread/transmission of COVID-19 or other communicable disease. Failure of TASN 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, but TASN shall have the right to declare any such 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 payments by TASN, with or without knowledge of any breach or violation by TASN of any conditions, terms, or covenants hereunder shall not be determined or considered as a waiver of any provision hereunder. Venue for any legal proceeding concerning the agreement shall be in Travis County, Austin, TX.

15. Company agrees that: (1) Company recognizes the inherent risk of its employees contracting COVID-19 for in-person settings; (2) Company represents and warrants that it will adhere to the guidelines issued by the Centers for Disease Control (CDC) and any state or local COVID-19 orders including those regarding the use of face masks, hygiene, and disinfection, and that Company is responsible for providing hand sanitizer to employees and cleaning its booth pursuant to CDC guidelines; (3) Company agrees that its employees will not engage in in-person activities with TASN employees or conference attendees if the employee has a fever or any COVID-19 symptoms, recently has been in contact with another individual who has been diagnosed with COVID-19 or has exhibited such symptoms, or not long ago traveled to a state or country that is on a list of jurisdictions requiring the individual to self-quarantine upon return; (4) **COMPANY FURTHER AGREES TO WAIVE AND RELEASE CLAIMS AGAINST TASN FROM SPECIFIC ACTS OF NEGLIGENCE THAT MAY LEAD TO ANY OF COMPANY'S EMPLOYEES CONTRACTING COVID-19.**