

MCA of Texas 2017 Annual Conference

July 19-23, 2017

J W Marriott San Antonio Hill Country Resort & Spa

Exhibitor Information Brochure

All exhibits are 6 - foot display tables located in the exhibit room at the J W Marriott San Antonio Hill Country Resort & Spa. If you do not wish to use the table, you may use the equivalent space for your own display.

The Exhibitor registration fee is \$2000.00 for one display/table space. An additional, adjacent display space is available for \$500.00. The Exhibitor registration includes registration for one company representative for the open events on Thursday, July 19, 2017, only.

An additional registration fee of \$500 per company representative will register each company representative for the full four day event, and includes full access to and participation in all Conference-hosted educational programs and social events. Admission to the Association-hosted events and the exhibition is by badge only.

All exhibitors shall be governed by the Terms, Conditions and Rules which are enclosed with this brochure. Please read this information before signing your contract.

For more information contact MCA of Texas, Inc. at (281) 440-4380 or visit our web site at www.mcatexas.org.

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Exhibitor Registration Agreement

(Review brochure for detailed information)

Mechanical Contractors Associations of Texas, Inc., hereinafter referred to as MCAT, and _____ hereinafter referred to as Exhibitor, agree as follows:

- 1(a). The Exhibitor registration fee for the 2017 Conference and Products Show is \$2000.00
- 1(b). Exhibitor attendee conference registration fee is \$500 per representative
- 1(c). Additional Booth Spaces may be utilized at the rate of \$500 each
- 2. Exhibitor will register _____ people for the Golf Tournament at \$225 ea.
- 3. Total fees due with the execution of this Agreement are.....

4. MCAT will provide table and facilities in it's 2017 Conference as described in the Exhibitor information sheet and in accordance with the Terms, Conditions and Rules.

- Will you use our tabletop? Yes No.
- Will you bring your own freestanding display? Yes No.
- Will you need an electrical (110V) outlet? Yes No.
- Will you need more than the 110V outlet? Yes No.

- 5. Exhibitor understands that there could be other charges for electrical power, telephone, drayage, special decorations, shipping and storage handling as described in the 2017 Product Show Information Brochure.
- 6. MCAT will provide complimentary registrations as provided for in the 2017 Sponsor Information Brochure. Exhibitor will use the Exhibitor Attendee Registration Information Form to register its' company representatives.
- 7. Exhibitor may cancel this agreement and receive a full refund, if written request is received by April 15, 2017.

Contact Person Signature _____ Date _____

Contact Person printed name _____ Phone _____

Contact name e-mail address _____

Registration Payment: AMEX MC Visa Check (payable to MCA Texas)

_____ Card Account Number _____ Expiration Date _____ Card Validation Code _____

_____ Cardholders Name and Billing Address _____

_____ City, State and Zip _____ Signature _____

For information or questions call: (281) 440-4380.

Please send completed registration form with appropriate fees to: MCA Texas, 5629 FM 1960 West, Suite 354 Houston, TX 77069; e-mail to glenn@mcateexas.org or FAX to (281) 440-4386.

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Exhibitor Registration Information:

First Company Representative Name _____

Spouse/Guest Name _____

Children Name(s) & Age(s) _____

Additional Company Representative Name _____

Spouse/Guest Name _____

Children Name(s) & Age(s) _____

Additional Company Representative Name _____

Spouse/Guest Name _____

Children Name(s) & Age(s) _____

Terms, Conditions and Rules for Exhibitors in an MCA of Texas - Sponsored Exhibition.

For purposes below "Management" shall mean the Mechanical Contractors Associations of Texas, Inc. and "Exhibit Site" shall mean the J W Marriott San Antonio Hill Country Resort & Spa, 23808 Resort Pkwy, San Antonio, TX 78261. Admission to Association events and exhibits is by badge only. It is stipulated that each Exhibitor subscribe to the following rules and that their representatives will comply.

1. Purpose of Exhibition

This Exhibition is an integral part of the 2017 MCAT Annual Conference. To assure that the Exhibition will further the above purpose, admission to the display floor is limited to qualified persons. Since the primary purpose of the Association is to educate delegates on products and services of the Exhibitor, emphasis on all exhibits shall be to fully describe uses of products and services offered by the Exhibitor. This shall include display of all such products and services offered. Exhibits must not be in violation of the Association's policies and code of ethics. While acknowledging the value of explaining cost of products and services to delegates, the Association maintains the attendee does not dispense or sell any services, products or devices merely for profit.

2. Indemnity and Limitation of Liability

Neither MCAT nor any division of MCAT, nor the Exhibit Site, nor any of their officers, agents, employees or other representatives, shall be held liable for and they are hereby released from liability for any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives, resulting from water or accident or any other cause. The Exhibitor shall indemnify, defend and protect Management and the Exhibit Site, and save Management and, the Exhibit Site harmless from any and all claims, demands, suits, liability damages, loss, costs, attorney's fees and expenses of any kind or nature which might result from or arise from any action or failure to act on the part of the Exhibitor or its officers, agents, employees or other representatives. It is the responsibility of the Exhibitor to maintain proper insurance coverage for its property and liability. It is understood that the MCAT, the J W Marriott San Antonio Hill Country Resort & Spa and all staff, agents and representatives are harmless from any claims arising from the products given to the attendees during the Exhibition.

3. Assignment of Exhibit Space

Management shall assign the Exhibit Space to the Exhibitor for the period of the Exhibit, provided the Exhibit Site is made available to Management, on a first priority receipt of the enclosed contract. Such assignment is made for the period of this Exhibit only and does not imply that the same or similar space be held or offered for future exhibits. Every effort will be made to respect the Exhibitor's space choices whenever possible, but the Management's decision will be final. Management reserves the right to transfer assignment when such action is deemed to be in the best interest of the total Exhibition. Management reserves the right to withdraw its acceptance of this contract if it determines in its sole discretion that the Exhibitor is not eligible to participate or the Exhibitor's product is not eligible to be displayed in this Exhibit.

4. Use of Exhibit Space

An Exhibitor shall not assign to a third party its rights hereunder to the Exhibit Space or any portion thereof without the written consent of Management, which it may withhold at its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee and all its representatives, and the Exhibitor shall not charge its assignee more than a proportionate share of the exhibit fee based upon the amount of Exhibit Space assigned.

5. Installation

It is explicitly agreed by the Exhibitor that in the event they fail to install their products in assigned Exhibit Space or fail to remit payment for required space rental at the time specified, Management shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper.

6. Displays, Decoration and Music

Merchandise signs, decorations or display fixtures shall not be pasted, taped, nailed or tacked to walls. No Exhibit, merchandise or equipment shall be left in any aisle, but shall be confined to Exhibit Space. No signs or advertising devices shall be displayed outside Exhibit Space or project above or beyond limits of Exhibit Space. Advertising material or signs of firms other than those which have engaged space is prohibited. Exhibitors who play any form of copyrighted music in their exhibit or private meetings during this event, are required to be licensed by either or both the American Society of Composers, Authors and Publishers (ASCAP) and/or Broadcast Music, Inc (BMI). Exhibition producers, the association sponsor, and facility management independently and severally disclaim any licensing responsibility for public performance of unlicensed music by exhibitors during this event.

7. Fire Regulations

Exhibitor shall not pack merchandise in paper, straw, excelsior or any other readily flammable material. All cartons stored in the Exhibit Site shall be emptied of contents. Exhibitor shall use no flammable decorations or covering for display fixtures and all fabrics or other material used for decoration or covering shall be flame-proof, if required by local law or ordinances. All wiring devices and sockets shall be in good condition and meet the requirements of local law. Equipment with engines/motors or gas tanks shall be emptied and battery connections disconnected during display.

8. Booth Equipment and Services

Space rental includes appropriate space and/or table, general security service, daily maintenance, general lighting.

9. Storage and Packaging Crates and Boxes

Exhibitor will not be permitted to store packing crates and boxes in the booth or the Exhibit Area during the Exhibit. It is the Exhibitor's responsibility to mark and identify all crates and boxes. Crates not properly marked or identified may be destroyed. No trunks, cases or packing materials shall be brought into or out of Exhibit Spaces during Exhibit hours. Cartons containing valuables should not include contents from the outside.

10. Observance of Laws

Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable government authority and all rules of the Exhibit Site.

11. Cancellation or Termination of Exhibit

If, because of war, fire, strike Exhibitor facility construction or renovation project government regulation public catastrophe, Act of God or the public enemy or other cause beyond the control of management, the Exhibition or any part thereof is prevented from being held is canceled by the Management or the Exhibit Space becomes unavailable Management in its sole discretion, shall determine and refund to the Exhibitor, its proportionate share of the aggregate Exhibit fees received which remains after deducting expenses incurred by Management and reasonable compensation to Management, but in no case shall the amount of refund to Exhibitor exceed the amount of the exhibit fee paid. Cancellation by the Exhibitor after April 15, 2017 obligates the Exhibitor to full payment of the rental. No refunds will be made after this date. If a written cancellation is received on or prior to April 15, 2017, a full refund will be issued.

12. Exhibitor Conduct

The prior written consent of Management is required for the employment or use of any live model demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Management in its sole and absolute discretion, may withdraw its consent at any time in which event Exhibitor shall terminate such activity, forthwith. All promotional plans must be submitted to Management for approval. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space. Exhibitor shall refrain from any action that will distract attendees from attendance at the Exhibit during open hours. Exhibitor shall not lead attendees from one Exhibit Space to another or to elevators or escalators. Exhibitor shall not enter into another Exhibitor's space without invitation or when unattended. Exhibitor or any of

its representatives shall not conduct itself in a manner offensive to standards of decency or good taste.

13. Union Labor

Exhibitor must comply with all union regulations applicable to set-up, dismantling and display of its exhibits where applicable.

14. Arbitration

Any controversy or claim between the parties hereto arising out of or related to the provisions of the agreement or the breach thereof, shall be settled by arbitration in Houston, Texas in accordance with the Rules of the American Arbitration Association and judgement upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

15. Jurisdiction

Both Management and Exhibitor consent to the jurisdiction of the Texas District and Appellate Courts and the U.S. District Court for the Western District of Texas for all purposes in connection with this agreement. The parties agree that review of process may be obtained by registered mail, return receipt requested, within or without the state of Texas.

16. Agreement to Terms, Conditions and Rules

Exhibitor agrees to observe and abide by the foregoing Terms, Conditions and Rules and by such rules made by Management from time to time for the efficient or safe operation of the Exhibit, including but not limited to, those contained in this contract. In addition to Management's right to close an exhibit and withdraw its acceptance of the Application. Management, in its sole judgement, may refuse to consider for participation in future Exhibits any Exhibitor which violates or fails to abide by all such Terms, Conditions and Rules.

The foregoing rules have been formulated in the best interests of Exhibitors. The cooperation of our patrons is requested. All points not covered herein are subject to settlement by the Association

Mechanical Contractors Associations of Texas, Inc.
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