



2019 Annual Conference

July 24 - 28, 2019

J W Marriott San Antonio Hill Country Resort

Diamond Sponsor Information Brochure

The Diamond Sponsor will be recognized and marketed as a co-host with MCA Texas, with all other Diamond Sponsors, of the 2019 Conference and Products Show.

For the Diamond Sponsor fee of \$10,000.00, you will receive:

- Full conference registration for the first three company representatives, including spouse and children's registration.
- There is a separate registration fee of \$750 for the fourth company representative, and for each one thereafter. This will be a full conference registration for each company representative so registered, and can include spouse and children's registration.
- All events within the MCA Texas Conference belong to each of the attendees of the Conference. Your Exhibitor registration 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.
- Recognition in all advance marketing materials as a Diamond Sponsor and Co-host with the Association in the production of this premier Texas industry event.
- Complimentary exhibit space at the conference Product & Services Show - All exhibit spaces are 6 - foot display tables located in the exhibit room of the J W Marriott San Antonio Hill Country Resort. If you do not wish to use the table, you may use the equivalent space for your own display.
- Recognition in all on-site banner/signs at the event
- Recognition in the conference program
- Company brochures distributed in conference attendee packets
- Advance copies of registrations of all Conference attendees as they become available.

Sponsorship of the 2019 Annual Conference is an opportunity for you to gain publicity and recognition for your company, as well as, helping to fund conference events to ensure their success.

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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Diamond Sponsor Attendee Registration Information:

First Company Representative, Complimentary with this sponsorship level, is:

Name

Spouse/Guest Name

Children Name(s) & Age(s)

Second Company Representative, Complimentary with this sponsorship level, is:

Name

Spouse/Guest Name

Children Name(s) & Age(s)

Third Company Representative, Complimentary with this sponsorship level, is:

Name

Spouse/Guest Name

Children Name(s) & Age(s)

Additional Company Representative, registration fee is \$750, is:

Name

Spouse/Guest Name

Children Name(s) & Age(s)

Additional Company Representative, registration fee is \$750, is:

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, 23808 Resort Parkway, San Antonio Texas 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 2019 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 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 1, 2019 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 1, 2019, 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.

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