



## Water Quality/Stormwater Seminar

# Exhibitor Terms and Conditions 2016

### ***I. Objectives of the Trade Show***

To provide a unique educational framework for the dissemination of environmental education, innovative technology, and with the primary purpose of exchanging information directed at environmental issues in Texas.

### ***II. Character of Exhibit***

It is understood and agreed by each exhibitor that the Water Quality / Stormwater Seminar (“Event”) is undertaken by the Texas Commission on Environmental Quality (TCEQ) primarily for the education of environmental professionals. To this end, each exhibitor agrees to the following:

1. That this document becomes a binding contract upon issuance of the confirmation of the booth number.
2. To exhibit only products manufactured or distributed by the exhibitor in the regular course of its business, comprising materials, equipment, apparatus, systems, services, and other component products and/or services pertinent to the environmental arena.
3. To display such products or services in a manner which is intended to describe and depict the advantages of using such products or services.
4. That due to the great number of companies exhibiting similar or related product lines, TCEQ cannot guarantee that a company exhibiting similar products or services (including an exhibitor’s competitor) will not be located in a nearby or adjoining booth space.
5. All exhibitors and their representatives must register and they must display an official Event badge at all times. Name badges can only be worn or displayed by the person listed on the badge.

### ***III. General Regulations***

Note: In order to provide a well-balanced, well-regulated, attractive, and successful Exhibit Hall, TCEQ reserves the right to enforce strict compliance with these Terms and Conditions.

#### **A. Display Rules and Regulations**

1. The Exhibitor Services Kit provided by the exhibitor service provider includes the [International Association of Exhibits and Events \(IAEE\) Guidelines for Display Rules & Regulations](#). Any Austin Convention Center Department (ACCD) guidelines as well as the guidelines set forth in this document shall be followed for the Event.
2. Covered Exhibit booths are not allowed at the Event.
3. Multi-Level and Two-Story booths are not allowed at the Event.
4. Storage and Materials Handling: Exhibitors must coordinate storage requirements with the exhibitor service provider. Do not send materials directly to the ACCD or the TCEQ.
5. No pallet jacks nor motorized forklifts can be operated by anyone other than the official Freight Service Company. Exhibitors wishing to move in their own materials in or out of the show may use 2 wheel dollies, 4 wheel trolley hand trucks, or convertible hand trucks only.
6. No children are allowed in exhibit hall during setup or tear down hours.
7. Exhibitor agrees (to the extent permitted by law) to indemnify, defend, and hold harmless TCEQ, its officers, directors, members, employees, and commissioners from any and all liability, claims, or expenses of any kind whatsoever, including legal fees and costs, that arise from the exhibitor's **activities on the premises of the ACCD during any setup, the event itself, and removal of equipment following the event**. Exhibitor agrees it is responsible for damages to any portion or portions of the facility that occur as a result of their displays, equipment, or the actions or failure to act of their personnel.

## **B. Vehicle, Trailer, and Motorized Machinery Regulations**

Note: Exhibiting companies must coordinate with the Exhibitor Services Contractor no less than ninety (90) days prior to the event if at any time during move-in or out will drive their vehicle onto the show floor. This includes but is not limited to unloading equipment, trailers, and or motorized machinery displayed in the exhibit hall. Large or difficult-to-manuever equipment may be required to move-in a day or days in advance of standard move-in times.

1. The use or movement of all vehicles or trailers must be coordinated with the Exhibitor Services Contractor at:  
[FreemanSanAntonioES@freemanco.com](mailto:FreemanSanAntonioES@freemanco.com) Phone: 210-554-2021
2. There is to be no more than five (5) gallons of fuel or 1/4 the capacity of the fuel tank, whichever is less.
3. Fuel tanks are to be locked and all portable tanks removed. Locking the vehicle will be sufficient for cars in which the gas cap cover can only be detached from inside the vehicle.
4. Ignition keys are to be removed and provided to TCEQ/ACCD Security.
5. Vehicles, boats and similar exhibited products with more than hundred square feet (100 sq. ft.) of roofed area must have a smoke detector.

## **C. Occupation and Use**

1. Subletting Space: No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to it. Nor shall any exhibitor exhibit

therein any other goods, apparatus, material or service that is not manufactured or distributed by the exhibitor in the regular course of its business or allow any other person or party to do so.

2. Fog and Smoke Machines are not allowed at the Event.
3. Complete details regarding the installation and removal of exhibits are included in the Exhibitor Service Kit. No exhibits may leave the building at any time after installation until the final course of the Event ends except in an emergency situation that might cause bodily harm to people in the vicinity or special permission to vacate early has been obtained in writing from TCEQ.
4. Balloons: All helium balloons and small individual balloons are prohibited.
5. Hazardous Chemicals and Materials – Hazardous chemicals and materials are not permitted in the facility without prior written approval of the ACCD.
6. Wireless Communication Devices: Exhibitors are prohibited from using, any wireless communications device in a manner that will cause interference with the ACCD's wireless systems, or with the use of wireless communications devices by others.
7. Volume/Light Control: TCEQ reserves the right to regulate the volume or intensity of any and all loudspeakers, radios, television sets, musical instruments, entertainers, or blinking or flashing lights which are distracting to the attendees or neighboring exhibits during exhibit hours.
8. As a matter of safety and courtesy to others, special precautions should be taken when using/demonstrating equipment that has moving parts, or any product that is otherwise potentially dangerous or may cause injury.

## **D. Food and Beverage Regulations**

1. The ACCD maintains the exclusive right to provide all food and beverages for the Facility. Outside food or drinks are not allowed in the facility.
2. Alcoholic beverages may not be brought into the facility by any person or outside service. This includes but is not limited to give-a-ways, contest or drawing prizes, etc.
3. Sample size food and beverage items as a giveaway require approval by Levy Restaurants with an approved sample food and beverage form. Levy Restaurants can be contacted at 512-404-4140.
4. More information on the food and beverage services offered by Levy Restaurants is available in the Exhibitor Services Kit. Exhibitors who receive permission from Levy Restaurants will be fully responsible for any and all liabilities that may result from the consumption of food and beverage.

## **E. Smoking and Fire Regulations**

1. Smoking – The ACCD is a smoke-free facility. Smoking is allowed in the following designated areas only:
  - a. Public smoking is only permitted outside the facility and not allowed within fifty (50 ft.) feet of the facility.

- b. Exhibit personnel are not allowed dock access during show hours for the purposes of smoking.
2. Open Flames – Open flames are not permitted in the facility at any time.

## **F. Exhibitor Conduct**

1. Exhibitors must remain within their own space while distributing literature, product samples or other materials.
2. Strolling and other mobile entertainment is prohibited.
3. All exhibitor personnel representing an exhibiting company shall be dressed for the professional environment of the Event. Any exhibitor representative who is clothed in an inappropriate manner may be ejected from the show or requested to modify his or her dress at the sole discretion of show management personnel.
4. Discrimination and Harassment: Exhibitor agrees that any form of discrimination or harassment by Exhibit personnel on the basis of a person's sex (including pregnancy), race, color, religion, national origin, disability, age, sexual orientation, veteran status, genetic information, or other status protected by law will not be tolerated at the Event. Conduct that is discriminatory or offensive to a reasonable person is inappropriate at the Event and violates this policy, even if it does not meet the legal definition of unlawful misconduct. Exhibit personnel in violation of this policy must leave the premises immediately.
5. Exhibitor personnel must conduct themselves in a professional manner at all times. Behavior that is in any way demeaning, threatening, coercing, and/or abusive, including profane language, or offensive gestures is prohibited. Exhibitor personnel in violation of this policy will be required to leave the premises immediately, and they along with their employer at the time of the violation may be prohibited from attending and/or exhibiting at the Event the following year. TCEQ has sole discretion in determining what constitutes a violation of this section, and what sanction is taken.

## **G. Conflicting Meetings and Social Activities**

1. Hospitality and outside functions are not allowed at the ACCD during the Event. This includes but is not limited to exhibit halls, classrooms, meeting rooms, and common areas.
2. No exhibitor shall conduct any off-site activity during scheduled classroom, exhibit hall, luncheon, or banquet hours.
3. Exhibitors who wish to hold receptions, banquets, special presentations, or other such events shall coordinate them directly with the sponsoring hotels and other appropriate sites.
4. Exhibitors hosting outside events must clearly indicate that the outside events are not part of the Event and have no connection with and are not sanctioned by the TCEQ.
5. Exhibitors hosting outside events shall clearly include a statement that their event is not a part of the Event.

6. Use of the TCEQ and/or Event logo/graphics to promote any outside events is prohibited.
7. TCEQ has not reserved any areas for outside functions.

## **H. Cancellations and “No-Show” Policy**

1. There is a \$150 cancellation fee for each 10'X 10' booth space. Cancellations must be received in writing by September 9, 2016.
2. If you reserved bulk space (2 or more contiguous booth spaces), there will be no partial refunds, i.e., you may not cancel a portion of the space. You must keep or release all of your contiguous booths.
3. Companies that “no show”, begin to break down their exhibits or leave before the specified date and time (except with written approval of TCEQ) will not be allowed to exhibit at the next Event except under sole discretion of TCEQ.
4. Exhibitors who fail to move in by the end of the scheduled move in time are subject to the loss of their exhibit space without a refund. TCEQ or its registration contractor may reassign the space to another vendor or use the space for other purposes.
5. Once exhibit hall space has sold out, a wait list will be created. The TCEQ reserves the right to manage cancelled space in the best interest of the Event. This may include selling cancelled spaces greater than 10' X 10' as blocks.

## **IV. Americans with Disabilities Act Requirements**

- A.** The TCEQ is committed to compliance with laws regarding accessibility. If you need assistance in accessing any of our programs or presentations, please contact the TCEQ at 512-239-3143. If you need an accommodation during this event, we ask that you contact us at least three weeks prior to ensure we have sufficient time to meet your request.
- B.** Exhibitor agrees to comply with applicable requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively, the “ADA”) and agrees to indemnify, defend, and hold harmless the TCEQ, its directors, employees, and commissioners from and against all claims that may be filed or otherwise pursued on the basis of the exhibitor’s alleged noncompliance with ADA requirements.
- C.** Due to Health and Safety Regulations no animals are allowed in the ACCD with the exception of trained service animals. Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal’s work or the individual’s disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

As a representative of my company, I accept the Terms & Conditions listed above and all the ACCD Operational Policy requirements (located at [ACCD Operational Policy link](#)) Acceptance of all the requirements is a condition to exhibit at the TCEQ Water Quality / Stormwater Seminar.

Exhibitors who fail to meet all of the requirements will not be allowed to exhibit at the next Water Quality / Stormwater Seminar except under sole discretion of TCEQ.

**In the event of a conflict between one or more terms of the Exhibitor Terms and Conditions, and/or the ACCD Operation Policy requirements, the TCEQ Project Manager shall have the authority to resolve the conflict in the best interests of the state.**