



Exhibitor Terms and Conditions 2023

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 Environmental Trade Fair and Conference (“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:

- A.** That this document becomes a binding contract upon issuance of the confirmation of the booth number.
- B.** 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.
- C.** To display such products or services in a manner which is intended to describe and depict the advantages of using such products or services.
- D.** 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.
- E.** All exhibitors and their representatives must register and they must display an official conference 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. TCEQ reserves the right to move the exhibitor’s booth to another location in the Exhibit Hall.

Exhibitors must comply with requirements posted to the Event webpages. This may include, but is not limited to move in and out times, set-up and

tear down instructions, exhibit hall hours, storage and material handling, and related items.

The Exhibitor Services Contractor for the Event is Freeman Expositions, Inc.

A. Display Rules and Regulations

1. The Exhibitor Services Kit provided by The Freeman Company, Inc., the Exhibitor Services Contractor, 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 Services Contractor. 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 Exhibitor Services Contractor. Exhibitors wishing to move in their own materials in or out of the show may use two-wheel dollies, four-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. Any personal property not removed by the time that move-out period ends is subject to removal. TCEQ shall not be liable for any loss of or damage to any property left on the premises.
8. Entire booth space floor must be covered. Carpet padding is optional. Exhibitors may bring their own carpet/floor covering or rent carpet through the Exhibitor Services Contractor.
9. Exhibitor agrees to pay the Exhibitor Services Contractor to rent and lay carpet if booth space floor is not covered by 6:00 p.m. Central Standard Time on Monday, May 15, 2023.

10. Exhibitor must use the ACCD's exclusive rigging contractor to handle any rigging required in the Exhibit Hall. Exhibitor must pay the ACCD or its contractor directly for any rigging services.

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 motorized machinery displayed in the exhibit hall. Large or difficult-to-maneuver 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: ExhibitorSupport@freeman.com or Phone: 888-508-5054.
2. There is to be no more than five (5) gallons of fuel or ¼ 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 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 when 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.
9. Drones and remote-controlled aircraft are not allowed at the Event.

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.
3. Exhibitors may offer alcoholic beverages in gift baskets. The container in the gift basket must be wrapped in cellophane, must not be opened and must not be consumed on site.
4. Sample size pre-packaged food and beverage items as a giveaway require approval by Levy Restaurants. Exhibitors must submit an approved sample pre-packaged food and beverage form prior to the event. Levy Restaurants can be contacted at 512-404-4254. Exhibitors who receive permission from Levy Restaurants for pre-packaged food and beverage item giveaways will be fully responsible for any and all liabilities that may result from the consumption of food and beverage.
5. More information on the food and beverage services offered by Levy Restaurants is available in the Exhibitor Services Kit.

E. Smoking and Fire Regulations

1. Smoking – The ACCD is a smoke-free facility. Smoking is allowed in the following designated areas only:
 - a. The only onsite approved smoking area for staff is a sheltered enclosure in the northeast corner of the service yard.

- b. Public smoking is only permitted outside the facility and not allowed within fifty (50 ft.) feet of the facility.
 - c. Exhibit personnel are not allowed dock access during show hours for the purposes of smoking.
 - d. For purposes of this policy, electronic cigarettes are considered smoking material and are only allowed in designated areas.
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, and while conducting lead retrieval.
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 Conference. 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 or other TCEQ events 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 facilities during the conference. 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 Conference 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 Conference.
6. Exhibitors understand that purchasing booth space does not represent or imply sponsorship or hosting of the Event. The value as an exhibitor is the booth space purchased to exhibit products and services manufactured or distributed by the exhibitor. The Exhibitor agrees to in no way represent that they are a host or sponsor of the Event.
7. Use of the TCEQ and/or Conference logo/graphics to promote any outside events is prohibited.
8. TCEQ has not reserved any areas for outside functions.

H. Cancellations and “No-Show” Policy

1. There is a fifty percent refund for each 10’X 10’ booth space cancelled by March 1, 2023. Cancellations after March 1, 2023, will result in a twenty percent refund. No refunds will be provided for cancellations made after May 1, 2023. Cancellations must be received in writing (email acceptable) and refund will be based on the date that notice of cancellation was received.
2. If you reserved bulk space (2 or more contiguous 10’ X 10’ 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”, tear down, or leave their exhibits before the specified date and time may not be allowed to exhibit at the next Conference. Any exceptions are 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 Conference. This may include selling cancelled spaces greater than 10' X 10' as blocks.

I. Use of Logos, digital media, and digital promotional tools

1. Exhibitors may not use any TCEQ logo for promotional purposes, including but not limited to the TCEQ, ETFC, and Seminar logos.
2. Exhibitors may not use any TCEQ logo in a non TCEQ publication.
3. Distribution of the Exhibitor and Attendee lists is not allowed. These lists are provided directly to Exhibitors and Attendees of the Event and are not to be provided to other persons or organizations.
4. Publication of the Exhibitor and Attendee lists in any digital or print platform and/or publication is prohibited.
5. While filming, livestreaming, and vlogging at the Event are permitted, the following guidelines must be followed. TCEQ reserves the right to require any person filming, livestreaming and or vlogging to immediately stop, and may require that filming equipment be removed to a safe, secure location.
 - a. Filming, livestreaming, and vlogging are not permitted inside the classroom while a course is in session.
 - b. Filming or recording any presenter is not allowed under any circumstance.
 - c. Impeding attendees from their activities is strictly prohibited.

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](#)). Acceptance of all the requirements is a condition to exhibit at the TCEQ Environmental Trade Fair & Conference.

Exhibitors who fail to meet all of the requirements will not be allowed to exhibit at the next Environmental Trade Fair and Conference and/or other TCEQ events except under sole discretion of TCEQ. If an Exhibitor fails to comply with compliance directives (from the TCEQ, Event contractors or the ACCD), Exhibitor staff will be required to leave the premises immediately, and they along with their employer at the time of the violation may be prohibited from exhibiting at future TCEQ events the following year.

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.