TLA Exhibitor Rules and Regulations

Questions about industry exhibition standards?
See the Display Rules established by the International Association for Exhibitions and Events and endorsed by the Texas Library Association.

A. No Exhibitor may assign, sublet, or apportion the whole or any part of the space allowed, nor exhibit therein, nor permit any other person or party to exhibit therein, any other goods, apparatus, etc., not manufactured or distributed by the Exhibitor in the regular course of business. If it is necessary to use the equipment of another manufacturer whose equipment should be displayed separately, no advertising of that equipment may be in evidence.

B. No Exhibitor who is not registered with the Texas Comptroller of Public Accounts shall sell merchandise in the exhibit area. Contact the Comptroller's office or 800/252-5555 with questions.

Texas imposes a franchise tax on each taxable entity formed in Texas or conducting business in Texas. A franchise tax overview is available online. If you have further questions, please contact the Texas Comptroller's office.

- Entities subject to franchise tax must file a franchise tax report and information report (public information report or ownership information report).
- Some out-of-state entities may also be required to register with the Secretary of State’s office. For more information online.
- Some entities may qualify for the tradeshow exemption found in chapter 171.084 of the Texas Tax Code. Chapter 171 is available online. To apply for a tradeshow exemption, complete AP-114 Texas Nexus Questionnaire. A copy of the form is available online.

C. Space assignments. The Texas Library Association, hereinafter referred to as TLA, shall use its best efforts to assign exhibit space in one of the locations requested by Exhibitor on the application. Notwithstanding the above, TLA reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary.

D. Deadline for full payment of exhibit space rental and for inclusion in Exhibitors Listing in the Official TLA Annual Conference Program is November 30, 2018. Exhibitors who contract for space after that time and prior to February 15, 2019 will be included in the TLA Exhibits Directory. Exhibitor contracting beyond the February 15, 2019 deadline will be included in an addenda listing, if printing deadlines allow.

E. All booth arrangements shall conform in all respects to the dimensional and height requirements as set in IAAE standards. Exhibitors will not erect nor maintain a back-wall higher than 8', and all side-walls over 42" in height and all solid opaque structures more than 12" wide shall be confined to within 3' of the back line of the applicant's space. Any portion of the exhibit
extending above the booth equipment, or any open or unfinished sides of the exhibit must be draped, at Exhibitor's expense, so as not to appear objectionable.

**F.** Exhibitor agrees not to install any spot or floodlight fixture so that the light coming from it will shine in other exhibits or in the eyes of guests, or that is objectionable to other Exhibitors. Mechanical reproduction of sound or music relating to an exhibit must be kept at a sufficiently low volume so as not to project beyond the confines of the Exhibitor's booth. The rights and privileges of an Exhibitor shall not be infringed upon by another Exhibitor. The Association reserves the right to restrict exhibits that may be objectionable or to order the removal of all or any portion of an exhibit which in the judgment of TLA is detrimental to or detracts from the general order of the exhibits or the conference as a whole. This applies to all Exhibitors as well as to persons advertising or soliciting or anything of a similar nature.

**G.** All Exhibitors must abide by the Rules & Regulations in the Austin Convention Center - Exhibit Guide.

**H.** The space rental includes a draped aluminum pipe background 8' in height with draped side rails 36" in height, and a standard 7" x 44" booth sign showing firm name and booth number. Additional furniture may be rented from the General Service Contractor at an extra charge. Order forms will be included in the Exhibitor Service Kit. The Management will provide for sweeping and cleaning the aisles once daily, but Exhibitors must, at their own expense, keep their spaces arranged and their exhibits dusted and in good order at all times. All coverings of exhibits must be removed by opening hour of Show each day.

**I.** Admission will be by badge only. Identification badges are not transferable. Up to three complimentary Exhibitor badges per 10x10 rented booth space and two per 5x10 booth space will be provided to official Exhibitor representatives. Exhibit spaces must be staffed at all times when exhibits are open.

**J.** All exhibitors must exhibit during the official show hours. No Exhibitor shall have the right prior to the closing of the Show to pack, remove articles, or leave their space early without the permission and approval in writing of TLA. In addition, no exhibitor will be allowed to give away books until the final hour of the last day of the show. Exhibitors who break down early shall forfeit accrued seniority for the next two TLA Exhibitions and pay a $250 fine.

**K.** TLA shall not be financially obligated or otherwise committed in the event of the Show being canceled or deferred due to strikes, fires, casualties, Acts of God or causes beyond its control.

**L.** Furthermore, it is mutually agreed that the Association, its agents, its officers, and/or its employees, or the Convention Site and its agents, shall not be liable to an Exhibitor for any damage to or for the loss or destruction of an exhibit or of the property of an Exhibitor, all claims for any such loss, damage or injury being expressly waived by the Exhibitor. IF INSURANCE IS DESIRED, IT MUST BE PLACED BY THE EXHIBITOR AT ITS OWN EXPENSE. No Exhibitor may allow any article to be brought into or any act done upon the premises that will void or increase the premiums on the policies of insurance held by the owner of the building, nor injure any part of the building nor permit anything to be done by employees by which the premises may in any manner be injured, marred or defaced. Violations of this rule will annul the
rental agreement and the Exhibitor will forfeit to TLA all monies which may have been paid for rental of exhibit space, and hereby agrees to reimburse the Convention Site for the cost of repairing such damage.

M. If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law. It is hereby agreed that this writing constitutes the entire agreement between the parties and the same may not be changed, limited, enlarged upon, or terminated, other than by written agreement between the parties, except as otherwise expressly provided for herein.

N. Upon acceptance of the exhibit application by TLA it shall be a legally binding contract between the Exhibitor and TLA; provided that either party may cancel this contract on condition that written notice of such cancellation is received by the remaining party on or before November 30, 2018 and further provided that amount of rental paid will be refunded only on condition that such cancellation is accepted by TLA, subject to $200 service charge per 10'x10' exhibit space. Reduction of each 10'x10' exhibit space is subject to a $200 cancellation fee. No refunds on cancellations for reductions will be given after November 30, 2018.

O. No firm or organization not assigned space in the exhibit area will be permitted to solicit business within the exhibit area, nor in any public spaces controlled by the Association during the course of this conference, unless such demonstration or solicitation is expressly approved by TLA as part of conference program activities.

P. Hold Harmless Clause. The Exhibitor assumes entire responsibility and liability for losses, damages, and claims arising out of injury or damage to Exhibitor's displays, equipment and other property brought upon the exposition premises and shall indemnify and hold harmless the exposition site and TLA, their agents, servants, and employees from any such losses, damages and claims.

Q. Handling and Storage. Exhibitors shall not ship advance freight direct to the exposition site. TLA and the owners or managers of the facility where the exposition is to be held shall not accept or store display materials or empty crates, and Exhibitor shall make his own arrangements for shipment, delivery, receipt and storage of such materials and empty crates. Such arrangements must be made through the Official Drayer, and Exhibitor shall provide the Official Drayer with copies of all bills of lading. All shipments and deliveries to the exhibition shall be prepaid.

R. Security. TLA shall provide security service throughout the closed hours of installation, show and dismantling period, and exercise reasonable care for the protection of the Exhibitor's materials and display. Beyond this, TLA, the exposition facility, or any officer or staff member will not be responsible for the safety and property of the Exhibitor, his agents, or employees, from theft, damage by fire, accident, or any other cause. No items may be removed from the exhibit area before the close of the exposition.
**S.** Code of Conduct. TLA expects all participants to follow the TLA Code Of Conduct at all event venues and event-related social events.

**T.** The interpretation of these rules by TLA is final and controlling. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of TLA. TLA shall have full power to interpret, amend, and enforce these rules and regulations, provided any amendments when made are brought to the notice of Exhibitors. Each exhibitor, for itself and its employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence. If the Exhibitor violates any rule, regulation, or requirement hereof, TLA may, at its option, terminate this contract and may remove Exhibitor and Exhibitor's property from the exhibit area, at Exhibitor's expense. In such event TLA shall retain all fees paid or required to be paid by Exhibitor and shall recover all reasonable costs incurred by TLA in the enforcement of these rules, regulations, and requirements.