

**TREE CARE INDUSTRY ASSOCIATION, INC. (TCIA)**  
**TERMS AND CONDITIONS FOR PARTICIPATION IN THE TCI EXPO 2020 – Baltimore, MD**  
**Exhibit Space**

**DEFINITIONS:** "TCIA" refers to the Tree Care Industry Association, Inc. "Exhibitor" refers to the applicant for exhibit space named in the application & contract accompanying these Terms and Conditions; "Facility" refers to the location of the TCI EXPO named in this application & contract. The "Event" refers to the TCI Expo.

**BOOTH ASSIGNMENTS:** TCIA cannot guarantee booth location but shall use its best efforts to locate the Booth(s) in one of the locations designated by Exhibitor from the general floor plan. TCIA will use reasonable efforts to accommodate Exhibitor requests for separation of its booth from competitors. Notwithstanding the above, TCIA may change the location of booth assignments in its sole discretion deem necessary.

**Booth Layout and structures:** Exhibitors are not allowed to erect walls and any other structures which hinder the line of sight of neighboring booths. If in doubt, Exhibitors should contact TCIA for approval at the contact information provided at the end of these Terms and Conditions. TCIA reserves the right to require Exhibitors to remove any structures TCIA in its discretion has determined hinders the line of sight of neighboring booths or otherwise interferes with other Exhibitors. Access is not allowed to the exhibit floor on Monday and no exceptions are possible. If a vendor other than Fern is used for carpet or other booth needs, they cannot access the floor on Monday.

**ASSIGNMENT:** Exhibitor shall not assign its rights to the Booth(s) or any equipment provided by TCIA without written notice to, and written approval from TCIA which approval shall be at TCIA's sole discretion.

**LICENSING FEES:** Exhibitors are responsible for obtaining any licenses and paying all licensing and royalty fees that may be due as a result of Exhibitor's use of any copyrighted materials in its booth. This includes but is not limited to music license fees for live, recorded or mechanical music used in videotapes, music tapes or otherwise that are due to ASCAP, BMI or other copyright owners. Without limiting the indemnification provisions set forth elsewhere in these Terms and Conditions, Exhibitor hereby agrees to indemnify, defend, and hold harmless TCIA from and against any and all liability that arises from actual or alleged copyright infringement or other copyright license issues that may arise with respect to Exhibitor.

**INSTALLATION & DISMANTLEMENT:** Exhibitor agrees to comply with assigned move-in and installation days and hours. Exhibitor understands the importance of maintaining the Exhibit as active for the duration of the Event. Exhibits may not be removed from the Event Facility until final closing of the show unless permission is obtained in writing in advance from TCIA. Exhibitor is advised to prepare a pre-walk through list of any damage to the Facility near the Booth and submit such information to TCIA prior to erecting the Booth. Also see "Damage" section of these Terms and Conditions.

**EXHIBITOR APPOINTED CONTRACTORS:** Exhibitor shall be liable for all damages in connection with its construction, installation and dismantlement of the Exhibitor Booth. Without limiting indemnification provisions set forth elsewhere in this Agreement, Exhibitor agrees to indemnify, defend, and hold TCIA, its agents and employees, harmless from and against any claims or damages caused by any act or activities, including construction, installation and dismantlement activities of an Exhibitor, its employees, agents or contractors at the Event. Exhibitor shall not be liable for acts of any contractor/decorator and drayage service contracted for by TCIA.

**LIABILITY AND INDEMNIFICATION:** Exhibitor hereby agrees to and does indemnify, hold harmless and defend TCIA, its agents and employees, from and against any and all liability, responsibility, loss, damage (to persons or property), cost, or expense of any kind whatsoever (including but not limited to cost, interest and attorney's fees) incident to or arising directly or indirectly from (i) any act or action by Exhibitor or any of its employees, servants, agents, or contractors; (ii) any violation of the these terms; (iii) any theft, damage to, or loss of property, whether stolen or otherwise damaged; and (iv) any act or action of any invitees, visitors and guests of the Exhibitor. Exhibitor further agrees that TCIA, and its agents and employees, shall not be responsible in any way for (i) damage, loss or destruction of any property of Exhibitor or (ii) injury to Exhibitor or its representatives, agents, employees, licensees or invitees.

**INSURANCE:** All property of Exhibitor is understood to remain under Exhibitor's custody and control in transit to and from or within confines of the Facility. TCIA does not maintain insurance covering Exhibitor's property. Exhibitor shall carry Comprehensive General Liability coverage including premises, operations and contractual liability coverage of at least \$1,000,000 for Personal Injury Liability, \$500,000 for Property, and Worker's Compensation with Employer's Liability with applicable statutory coverage. Certificates shall be furnished to TCIA and for each such policy shall include Additional Insured endorsements, waivers of subrogation and cancellation clause stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof to TCIA." If any

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of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Exhibitor shall deliver to TCIA at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies. Failure of TCIA to request or Exhibitor to produce a certificate does not waive Exhibitor's responsibility to maintain insurance under this provision.

**SECURITY:** Although security service will be furnished, TCIA shall not be responsible or liable for any damage to, loss and/or theft of property belonging to any Exhibitor, its agents, employees, business invitees, visitors or guests. Each Exhibitor shall carry its own insurance for such losses.

**FIRE SAFETY:** All curtains, drapes, signs, banners, acoustical materials, plastic, cloth and decorations must be constructed of fire-resistive material and a certificate of flammability must be provided to TCIA upon request and to any persons, including fire prevention personnel responsible for safety and code compliance. No combustible materials, merchandise or signs shall be attached to table skirting facing aisles unless also fire-resistive. Decorations, signs, banners, etc., may not be taped, nailed, tacked, stapled or otherwise fastened to ceilings, walls, painted surfaces or columns. Automobiles, trucks, tractors, machinery and other motor vehicles utilizing flammable fuels which are placed on display inside the building shall conform to the requirements of all local and state fire and safety codes and standards including state and local code regulations of the Facility location. All fuel tanks shall be locked or effectively sealed and battery cables shall be disconnected from the ignition systems. Displays shall at all times remain available for inspection and approval for compliance with all safety standards and codes of the Facility's location. TCIA reserves the right at all times to require removal of such items based on information obtained from such inspections that TCIA believes, in its sole discretion, threatens safety and the Facility location.

**PAYMENT:** Upon acceptance of this application by TCIA, TCIA shall reserve a booth subject to the following: (i) A non-refundable deposit equal to 25% of the total booth price shall be paid within 30 days of the date Exhibitor is notified of acceptance (the "Deposit"), with time being of the essence. Failure to pay the Deposit within such time-frame shall entitle TCIA to cancel the reservation. The Deposit money is non-refundable notwithstanding any provision in this Agreement to the contrary. Payment of the balance shall be paid within 120 days of the date Exhibitor is notified of acceptance (the "Deposit") OR by 14 days ahead of TCI EXPO (whichever comes first). Failure to pay total booth amount 14 days ahead of TCI EXPO shall entitle TCIA to cancel the booth with Exhibitor being liable for the deposit. In the event this application is not accepted by TCIA, space rental fees or deposits made to TCIA will be returned.

**BOOTH PRICING:** If an Exhibitor is a TCIA member upon acceptance of this application but membership lapses prior to the event, the Exhibitor agrees to renew membership with TCIA or pay the difference between the member and non-member pricing one month prior to the first day of the Event. Failure to make such payment shall give TCIA the right to cancel the Booth assignment and application and retain the Deposit. Booth pricing will increase effective January 31, 2020 to \$1,800 for members and \$2,230 for non-members. All booths contracted prior to that date, but not paid in full by May 1, 2020, will be subject to the price increase outlined above.

**BOOTH SIZE REDUCTION BY EXHIBITOR:** Exhibitor may reduce booth size only upon notice to TCIA at least sixty (60) days prior to the Event. Notice of booth reduction must be given to TCIA in writing by mail, fax or email using the Contact information at the end of these Terms and Conditions. The booth price shall be reduced proportionally based on the number of square foot reduction divided by the total square footage of the original booth. In such event, TCIA shall be entitled to retain the Deposit but shall re-price the reservation accordingly so that the May 1, 2020 payment will be reduced as set forth above.

**TOTAL BOOTH CANCELLATION BY EXHIBITOR:** If space reservation is cancelled for any reason between 90 to 31 days prior to the event, TCIA shall be entitled to retain 50% of the Exhibitor's full contract obligation (inclusive of the Deposit). If space reservation is cancelled 30 days or less prior to the event, TCIA shall be entitled to 100% of the Exhibitor's full contract obligation. TCIA and the Exhibitor agree that damages from a cancellation are difficult to estimate and these cancellation amounts are liquidated damages and not a penalty. Cancellation notice must be received in writing by certified mail, or by a letter faxed or emailed to TCIA (with Exhibitor retaining copy of receipt of delivery) on Exhibitor letterhead or other written instrument clearly identifying the Exhibitor and the application being cancelled. Such notice shall be delivered to the Contact information listed at the end of these Terms and Conditions. The receipt date will be considered the actual date of cancellation. TCIA shall be under no obligation to mitigate Exhibitor's damages from cancellation.

**CANCELLATION BY TCIA:** In the event of cancellation of the Event because of circumstances beyond the control of TCIA, all fees, less an administration fee equal to 10% of the full Booth price, shall be credited to the Exhibitor's account for use for a future Event or refunded to the Exhibitor.

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**FORCE MAJEURE:** In the event the Facility or any part of the exhibit area thereof is unavailable, whether for the entire event or a portion of the event, as a result of fire, flood, tempest, inclement weather or other such cause, or as a result of governmental intervention, malicious damage, acts of war, terrorism strike, lock-out, labor dispute, riot or other cause or agency over which TCIA has no control, or should TCIA decide, because of such cause, that it is necessary to cancel, postpone or re-site the exposition or reduce the move-in and installation time, show time or move-out time, TCIA shall not be liable to indemnify or reimburse Exhibitor in respect of any damages or loss, direct or indirect, arising as a result thereof. However, if the Event must be cancelled as a result of a Force Majeure, all fees, less an administration fee equal to 10% of the full Booth price, shall be credited to the Exhibitor's account for use for a future Event or refunded to the Exhibitor.

**DAMAGE:** Exhibitor shall dismantle its booth and return the area where the booth was located to the same condition it was in prior to construction of the Booth. Any damages to the Facility that TCIA reasonably determines were caused by the Exhibitor shall be the full responsibility and liability of the Exhibitor and Exhibitor shall be invoiced by TCIA for any such amounts. Exhibitor shall not be responsible for any damage to the Facility that Exhibitor submitted to TCIA in writing prior the event. Failure to perform a pre or post-Event walk through does not relieve Exhibitor of any liability pursuant to this Agreement.

**EXHIBITOR COURTESY:** Exhibitors may not enter the booths of other Exhibitors without invitation. No Exhibitor may call or invite a visitor out of one exhibit into his/her own. Exhibitors must remain inside their own exhibit space in distributing literature, product samples or other materials. Aisles may not be used for this purpose.

**VIDEOTAPING, PHOTOGRAPHY, LIVE-STREAMING:** Exhibitors are strictly prohibited from the use of audiotape, videotape, live stream or photograph of educational sessions or other exhibitors events or space. Exhibitors planning to offer livestreaming or video posts of booth events must first get written permission.

**BADGES:** Each Exhibitor representative must wear their own TCIA-issued name badge at all times while in the Facility.

**OBJECTIONABLE PRACTICES OR DISPLAYS:** Use of noisemakers, huckster-type promotion and presentations, judged by TCIA, in its sole discretion, not to be in good taste, lacking in dignity or not keeping with the purpose of TCIA and TCI EXPO are prohibited. TCIA reserves the right to restrict Exhibitors' use of sound and other devices, which may interfere with the best interests of TCIA and TCI EXPO as a whole.

**CONCURRENT ACTIVITIES:** Exhibitors shall not hold any meeting, educational session, event, demonstration, hospitality room, meal, or any other activity, the purpose of which may be reasonably construed to attract Event attendees or potential attendees during the trade show, seminar hours or TCIA sponsored or evening events.

Exhibitors shall not participate in, publicize or sponsor any meeting, educational session, event, demonstration, hospitality room, meal, or any other activity by a non-exhibiting company, the purpose of which may be reasonably construed to attract Event attendees or potential attendees during the trade show, seminar hours or TCIA sponsored or Event evening events. Exhibitor displays and/or activity must take place inside the confines of the contracted booth space and during Event show floor hours only.

**EMPLOYEE RECRUITMENT:** Recruitment of employees at the Event is prohibited. TCIA disclaims all liability and responsibility for recruitment of potential employees at the Event.

**DISTRIBUTION OF MATERIALS:** All promotional materials for Exhibitor products may be distributed only at booths. Exhibitors are prohibited from distributing materials elsewhere in the exhibit hall, convention center common areas, or host hotels.

**FOOD AND BEVERAGES:** Exhibitors may not serve or dispense food or beverages of any type from their booth unless approved by the food service supervisors of the Facility.

**INTERIOR SIGNS:** Placing signs or placards on painted walls is prohibited. Adhesives are not permitted on painted walls. Failure to comply with this regulation shall result in a charge to Exhibitor in the amount of the damage repair expenses.

**PRODUCTS LIMITATIONS:** Only those products and/or services considered by TCIA as relating directly to the arboriculture industry, including the business of arboricultural enterprises, may be exhibited at the sole discretion of TCIA. Products containing hazardous elements, chemicals, and/or compounds may not be exhibited at TCI EXPO.

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**UNAUTHORIZED ACCESS:** No person, firm or organization, which has not contracted with TCIA for occupancy of space in the show, will be permitted to display or demonstrate any products, processes or services, to solicit orders, to wear any identification other than that of the contracting Exhibitor or to distribute advertising or other materials during exhibiting hours of TCI EXPO. Any infringement of this regulation will result in prompt removal of the offending person from the Facility.

**CONTRACT VIOLATIONS:** Complaints of any violation of the Terms & Conditions are to be made promptly to TCIA. Exhibitors and their personnel agree to abide by the decision of TCIA. If Exhibitor fails to abide by any of the Terms & Conditions, in addition to any other rights and remedies of TCIA, TCIA may, in its sole discretion:

A. Immediately remove and/or shut down the exhibit and/or the offending Exhibitor at the expense of the Exhibitor (prior to or during the show.)

B. Ban the offending Exhibitor from one or more future shows for a period of up to 24 months.

C. Revoke placement preference in one or more future shows.

**APPLICABLE LAW AND FORUM:** These Terms and Conditions shall be governed by the laws of the State of New Hampshire without regard to its conflict of law provisions. The Exhibitor and TCIA agree to submit to the personal and exclusive jurisdiction of the state and federal courts of New Hampshire.

**NO AGENCY:** There is no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between any Exhibitor and TCIA.

**NON-ENDORSEMENT:** The exhibiting of products or services at TCI EXPO does not constitute endorsement by TCIA. If the Exhibitor participates as a speaker in an educational session, it is expressly forbidden for the Exhibitor to use the session for promotional purposes.

**VALIDITY:** In the event any terms and conditions are found by a court to be invalid or unenforceable, such provisions shall be severable from these Terms and Conditions and these Terms and Conditions shall be deemed modified to eliminate any such invalid or unenforceable provisions.

**LIMITATION AND EXCLUSION OF LIABILITY.** EXCEPT FOR POTENTIAL REFUNDS UNDER THIS AGREEMENT, IN NO EVENT SHALL TCIA BE LIABLE IN ANY MANNER FOR DIRECT, INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO ANY OF ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS OR ANY OTHER MATTER RELATED TO OR IN CONNECTION WITH THE EVENT. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, TCIA SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM INTERRUPTION, SUSPENSION OR TERMINATION OF THE EVENT, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGE. TCIA SHALL NOT BE RESPONSIBLE OR LIABLE TO ANY EXHIBITOR FOR THE STATEMENTS OR CONDUCT OF ANY OTHER EXHIBITOR, ATTENDEE, GUEST, INVITEE, CONTRACTORS OR OTHER PARTIES PARTICIPATING IN OR ATTENDING THE EVENT.

**CONTACT INFORMATION and NOTICE INFORMATION:** For further information or to fulfill notice requirements in these Terms and conditions:

Tree Care Industry Association, 670 N. Commercial Street – Suite 201, Manchester, NH 03101  
www.tcia.org 1-800-733-2622, email advertising@tcia.org