



CONTRACT FOR EXHIBIT SPACE RENTAL
TEXAS BRIDAL & WEDDING EXPO
 AUSTIN CONVENTION CENTER
 APRIL 26, 2020



Booth Cost	Super Saver*	Multi-Year**	Total Savings
\$1,495.00 - 10'x10'	Save \$200	Save \$50	\$250
\$2,990.00 - 10'x20'	Save \$400	Save \$100	\$500
\$3,738.00 - 10'x30'	Save \$500	Save \$125	\$625
\$4,485.00 - 20'x20'	Save \$600	Save \$150	\$750
\$5,233.00 - 20'x30'	Save \$700	Save \$175	\$875
\$5,980.00 - 20'x40'	Save \$800	Save \$200	\$1000

*valid thru 12/6/19 **initial multi-year box below

1 Booth Choice: first choice # best avail _____ second choice # _____ third choice # _____
 Booth Size: 10 x 10 Booth Assignment: # _____

2 Please list products and services to be exhibited:
County Tourism

3 **MULTI-YEAR DISCOUNT — SAVE \$50 PER UNIT BY INITIALING IN THE BOX**
 By initialing in the box to the right, Exhibitor agrees that this contract shall apply annually to this show in subsequent years and that all terms and conditions contained herein shall apply to each subsequent year. Cancellation of this multi-year agreement must be made by January 1st of each year. Exhibitor agrees to standard annual price increases, if applicable, in each subsequent year.

Initial Here
 Initials Only

4 Total Cost: (10 x 10) - \$795.00 (Includes \$300.00 New Client, \$200.00 Super Saver, \$200.00 New Show) if pay in full within 10 days of getting invoice = \$695

5 Credit Card Authorization: ☐ Visa ☐ MasterCard ☐ Amex ☐ Discover
 Card #: _____ Exp. Date: _____ Security Code: _____

Save an additional \$100 pay in full today

OR

Save an additional \$50 with a \$500 deposit today

I hereby authorize a charge of \$ _____ as payment for exhibit space rental (and sponsorship if applicable) from American Consumer Shows.

I hereby authorize a charge of \$500 as payment for exhibit space rental (and sponsorship if applicable) from American Consumer Shows.

Charge my credit card the balance of \$ _____ on this date _____

6 Exhibitor Information:

Company Name: Burnet County

Address: 220 S. Pierce City: Burnet State: TX Zip Code: 78611

Cell: 512 715 5284 Phone: 512 715 5276 Fax: _____ Email: aball@burnetcountytexas.org

I am duly authorized to enter into this agreement and personally guarantee the same. I hereby agree to abide by the terms and conditions as stated below and on the reverse of this Contract. I hereby authorize the credit card charge above, if that section is filled out.

Sign Here: X [Signature] Print Name: JAMES OAKLEY

Title: BURNET COUNTY JUDGE Date: _____ TaxID: 1-74-6000-454

FULL PAYMENT MUST BE RECEIVED BY FEBRUARY 1, 2020. 1) Only the products/services listed above are those you may exhibit. 2) It is agreed that the exhibit rules and regulations as contained in the exhibitor manual and terms and conditions page are part of this Contract. 3) It is agreed that the space assigned to Exhibitor shall be accepted by Exhibitor. 4) HSCS Holdings 7 LLC ("Promoter") reserves the right to make last minute changes in the floor plan. 5) Standard deposit is 50%. 6) In the event of default by Exhibitor, Exhibitor agrees to pay collection costs including reasonable attorney's fees. 7) Failure to pay your deposit does not release your obligation under this contract. 8) \$1,000 per single booth will be charged for each additional co-exhibitor in your booth.

American Consumer Shows
 6901 Jericho Tpke., Suite 250, Syosset, NY 11791-4626
 Phone: (888) 433.EXPO (3976) (516) 422.8100 Fax: (888) 580.3977
 Web: acsshows.com Email: info@acsshows.com

OFFICE BAUS20
 Date _____ Trans # _____ V _____ S _____ D _____
 N _____ R _____ K _____ F _____ A _____ MY _____ SSR _____



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BRIDAL
& WEDDING
EXPO

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1 Booth Choice: first choice # best avail _____ second choice # _____ third choice # _____
Booth Size: 10 x 10 _____ Booth Assignment: # _____

2 Please list products and services to be exhibited: county tourism promoting all wedding category companies from their area

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I hereby authorize a charge of \$500 as payment for exhibit space rental (and sponsorship if applicable) from American Consumer Shows.

Charge my credit card the balance of \$ _____ on this date _____

6 Exhibitor Information:
Company Name: Highland Lakes of Burnet County, The

Address: 220 S. Pierce _____ City: Burnet _____ State: TX _____ Zip Code: 78611

Cell: 512 715 5284 _____ Phone: 512 715 5284 _____ Fax: _____ Email: aball@burnetcountytexas.org

I am duly authorized to enter into this agreement and personally guarantee the same. I hereby agree to abide by the terms and conditions as stated below and on the reverse of this Contract. I hereby authorize the credit card charge above, if that section is filled out.

Sign Here: X _____ Print Name: _____

Title: _____ Date: _____ TaxID: _____

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Web: acsshow.com Email: info@acsshow.com

OFFICE _____ BAUS20
Date _____ Trans # _____ V _____ S _____ D _____
N _____ R _____ K _____ F _____ A _____ MY _____ SSR _____

Terms and Conditions

Contracting for Space

In order to contract for an exhibit booth at the show, Exhibitor (as indicated on the Contract) must complete the Contract for Exhibit Space Rental ("Contract") by an authorized representative and fax, mail or email it to the Promoter. Upon receipt of the Contract by the Promoter, the Promoter shall assign booth space at its discretion at the show to the Exhibitor. The Promoter (as indicated on the Contract) reserves the right, in its sole and absolute discretion to determine the eligibility of exhibitors and exhibits for the show, to limit, reject, or prohibit exhibits or exhibitors that the Promoter considers objectionable, and to re-arrange the floor plan and/or relocate exhibits and/or exhibitors prior to the show when such changes are deemed by the Promoter to be in the best interest of the show. Exhibitor's booth must be paid in full no later than four weeks prior to the show in order for Exhibitor to be listed in the show program guide and on the show website in the exhibitor directory.

Use of Space

Exhibitor warrants and represents that Exhibitor shall exclusively use the booth space during the show for the sole purpose of selling, displaying, advertising, marketing or distributing only the products and services specifically listed by Exhibitor on the Contract. Exhibitor shall not distribute or otherwise use, advertise, market or otherwise display materials provided by Exhibitor's advertisers, media partners, affiliates, or other third parties that may be directly or indirectly affiliated with or in any way related to Exhibitor. Exhibitor shall not assign, sublet, lease, license or otherwise share or re-allocate booth space. Booths and/or display structures must be in strict compliance with the specific dimensions and restrictions provided to Exhibitor in the exhibitor manual. Equipment, displays and structures shall not extend into the aisles, obstruct pedestrian traffic or visibility of adjacent booths. Display material exposing an unfinished surface to a neighboring booth is not permitted and must be finished or draped at Exhibitor's expense. The Promoter, in its sole and absolute discretion reserves the right to restrict or prohibit exhibits which are objectionable due to actual or perceived conflicts of exclusivity contracts, noise, methods or nature of operation, materials or for any reason(s) related to persons, things, conduct, or printed matter. The Promoter may also restrict or prohibit with or without cause, any exhibit, person, or booth space in its entirety, or partially, that may alter or detract from the general character of the show as a whole. In the event of any such objection, restriction or prohibition, or eviction, the Promoter shall not be liable to or responsible for any losses, damages or expenses directly or indirectly incurred by Exhibitor. Exhibitor is prohibited from playing any music, sound system, instrument or any noise producing device including the use of speakers. Singers and/or other performances are only permitted on the show management stage or lobby.

Exhibitor's Responsibilities

Exhibitor shall comply with each and every term of this Contract and exhibitor manual, as well as applicable rules, regulations, guidelines, by-laws, ordinances, or regulations of any town, city, state, administrative, regulatory or governing body. Exhibitor acknowledges that the Promoter shall make the final decision with regard to the implementation and/or enforcement of any contract term, or applicable rule or regulation. Exhibitor is responsible for payment for labor, equipment, and services (other than general heat, lighting and air conditioning) ordered at the request of Exhibitor from service contractors including but not limited to electricians, decorators, shippers, material handling companies, compressed air/gas suppliers, telephone companies, internet companies, hotels, and cleaning services. Exhibitor specifically agrees to observe all union contracts and labor relations agreements between the venue, the Promoter and the contractors servicing the facility and companies operating in the facility in which the show is taking place. Exhibitor shall at all times observe the labor laws and rules and regulations of the jurisdiction in which the show is located. Exhibitor agrees to obtain at its sole expense any licenses or permits from governmental bodies which may be required for the operation of Exhibitor's trade or business during the show, and Exhibitor agrees to pay all taxes or fines that may be levied or due as the result of the Exhibitor's booth at the show. All electrical wiring in or on booths and equipment must conform to federal, state, municipal, and any other applicable codes or laws. All hazardous items must be properly safeguarded, protected, registered, and/or avoided in accordance with applicable federal, state and municipal regulations. Only contractors approved by the Promoter will be permitted to work in the show.

Limit of Liability

Exhibitor agrees to pay promptly for any and all damage to the venue building or its equipment, incurred through carelessness or otherwise, caused by the Exhibitor, his/her/its employees, agents, contractors, and representatives. Exhibitor acknowledges that the Promoter does not maintain insurance covering damage, destruction or loss of Exhibitor's property, and the Promoter assumes no responsibility for loss or damage to the Exhibitor's property. Exhibitor shall obtain and maintain at its own expense, during the period commencing on the first move-in date and terminating on the last move-out date, a policy of insurance acceptable to the Promoter. The policy of insurance shall name the Promoter and the venue as additional insured and insure the Exhibitor against all claims of any kind arising from or in any way connected with Exhibitor's presence or operations at the show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. Although commercial security may be attendant during the show, you are encouraged to secure small and valuable exhibit material each night. It is expressly understood by Exhibitor that neither the Promoter nor its employees, agents, or representatives shall be responsible for or otherwise liable for damage or injury to Exhibitor, including Exhibitor's guests, invitees, employees, or agent person, business or property as a result of robbery, fire, water, accident or any other cause whatsoever. Should loss occur, Exhibitor is encouraged to report it immediately to attendant security. In the event the Contract or any terms of the Contract are not enforceable by a court of competent jurisdiction, Exhibitor hereby expressly agrees the maximum liability of the Promoter arising out of any tort, contract, legal or equitable claim or cause of action, whether cumulative or singular, joint or several, shall be limited to Exhibitor's rent paid to the Promoter for the booth space.

Indemnity

Exhibitor will protect, indemnify, defend, save and hold harmless the Promoter and its agents, officers, directors, and employees against all claims, liabilities, losses, damages, government charges, fines and costs (including attorneys' fees) arising out of, caused by, or related to (1) Exhibitor's installation, removal, maintenance, occupancy, or use of the venue or any part thereof; (2) any act or omission to act of Exhibitor or its guests, invitees, employees, agents or contractors; (3) the use of any patents, trademarks, copyrights, or other intellectual property rights owned by a third party; or (4) any breach by Exhibitor or the Promoter of its obligations under this Contract. Exhibitor shall not make any claim or demand or take any legal action whatsoever against the Promoter, the show sponsors or the venue in which the show is held for any loss, damage or injury howsoever caused to the Exhibitor, its officers, employees, agents, contractors or their property. Exhibitor will protect, indemnify, defend, save the exhibit venue and the host city/county, including its divisions and its employees and agents harmless against all claims, losses, and damages to persons and property, governmental charges or fines, and attorneys' fees arising out of or caused by Exhibitor's negligence, recklessness, or intentional misconduct during the installation, removal, maintenance, occupancy or use of the venue or part thereof, excluding any such liability caused by the negligence, recklessness, or intentional misconduct of the venue and the host city/county, or its division, employees or agents.

Cancellation or Change of Show Venue or Date(s)

If the premises in which the show is conducted become unfit for occupancy or substantially interfered with due to any cause not within the control of the Promoter the show may, at the sole discretion of the Promoter be cancelled, relocated or delayed. Exhibitor understands and acknowledges that the Promoter shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising out of causes not reasonably within the control of the Promoter including without limitation, fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, government restraints, act of public enemy or civil disturbance, impairment, or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, municipal, state, or federal laws, or acts of God. Should the Promoter cancel, relocate, and/or delay the show pursuant to any of the foregoing, Exhibitor hereby waives any and all claims for injury, loss or damage arising there from.

General

The Contract together with the exhibitor manual and these Terms and Conditions constitute the entire agreement between Exhibitor and the Promoter, and such agreement may not be modified except in writing signed by Exhibitor and Promoter. If any provision is invalid or unenforceable under applicable law, it is to that extent deemed omitted and the remaining provisions will continue in full force and effect. The parties to the Contract agree that the laws of the State of New York shall govern the Contract. Any dispute arising out of the Contract may be brought by the Promoter in the courts of the State of New York, County of Nassau, or, in the United States District Courts for the Eastern District of New York, and Exhibitor hereby irrevocably and unconditionally consents and submits, for itself and its property, to the exclusive jurisdiction in such courts for resolving such dispute and waives any objection to venue laid therein. Exhibitor agrees that the service of process in any such suit, action or proceeding may be effected by mailing a summons and complaint to the address listed on the Contract by registered mail, return receipt requested, or in any other manner permitted by applicable law.

Miscellaneous

Exhibitor authorizes Promoter to use Exhibitor's profile, pictures, website content or any publicly available information about Exhibitor on Promoter's or Promoter's affiliates website or advertisements.