

RULES AND REGULATIONS
FOR THE 2021 SUNBELT BUILDERS SHOW™ (“the Show”)

A. Objectives of the Conference and Show

To provide a unique educational framework for the dissemination of the newest ideas in the housing industry through the assembly of leaders from all areas of the building industry, with program activities and product displays, and with the primary purpose of exchanging information directed at solving complex building needs.

B. Character of Exhibit

It is understood and agreed by each exhibitor that the Sunbelt Builders Show™ undertaken by the Texas Association of Builders (hereinafter “Show Management”) primarily for the education of trade professionals who represent all phases of the housing industry. To this end, each exhibitor agrees as follows:

1. 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 pertinent to the building industry,
2. To display such products or services in a manner which is intended to describe and depict the advantages of using such products or services,
3. That due to the great number of companies exhibiting similar or related product lines, Show Management cannot guarantee that a company exhibiting similar products (including an exhibitor's competitor) will not be located in a nearby or adjoining booth space,
4. That this application becomes a binding contract upon receipt of signed application/contract.
5. For purposes of consistency and ease of layout and/or reconfiguration, floor plan design in increments of 10ft. Unless constricted by space or other limitations, Linear Booths are most commonly 10ft wide and 10ft deep, i.e. 10ft by 10ft.

Show Management reserves the right:

1. To prohibit any exhibit or part thereof which, in its sole opinion, violates the agreement described herein or is, in any other way, not suitable to or in keeping with the character and spirit of the Show,
2. To close an exhibit which is found to violate this agreement during the course of the Show,
3. To change the floor plan (including but not limited to aisle spaces), without notice, in order to comply with fire, safety and accessibility regulations or provide, in its exclusive judgment, a safer, more satisfactory, attractive and successful Show. Show Management has absolute discretion to exercise these rights.

C. Exhibit Rules 2021 and Regulations

NOTE: In order to provide a well-balanced, well-regulated, attractive, and successful Show, no exceptions to the following rules will be permitted. Show Management reserves the right to enforce strict compliance with these Rules and Regulations.

1. **If exhibitor or its representative has an outstanding balance of any type payable to Show Management, it will not be permitted to install or set up its exhibit.** No exhibit may be removed from the facility until all bills

accruing against the exhibitor are fully paid or credit is approved by the creditor. In case of attachments or other legal proceedings affecting the exhibit, the exhibit shall forthwith become the property of Show Management.

2. Exhibitor will pay the costs of the services of any structural engineer required by Show Management in connection with the exhibitor's exhibit.
3. Exhibitors will be responsible for providing, at their own expense, any security necessary for their exhibit.
4. Floor plans for all multi-level or covered exhibits must be submitted for approval to the HILTON ANATOLE Grapevine, TX (hereinafter “HILTON ANATOLE”) Fire/Safety Department at least 60 days in advance of the Show.
5. Regardless of the number of Linear Booths utilized, display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors.
6. Exhibitors shall be responsible for providing booths, booth equipment and a back wall or sidewalls as needed. **Flooring is required in the Exhibit Hall. All temporary wiring must be accessible and free from debris and storage materials.** Hard back booths must be at least 9 inches from the rear booth lines and there must be at least 18 inches between hard walls.
7. The height of booths, display equipment, and signs shall be restricted to the heights indicated by the initial floor plan unless written approval of an exception is granted by Show Management in advance. The maximum height is allowed only in the rear 5ft of the booth space, with a 4ft (1.22m) height restriction imposed on all materials in the remaining 5ft space forward to the aisle. All exhibitors have the right to occupy the full cubic content of the contracted exhibit space.
8. Any portion of an exhibitor's back or side wall that exceeds 8' high must be finished off facing the neighboring booths. Such areas facing the neighbors may not display any company name, logos, or any other advertising. Show Management will install drapery material, at the exhibitor's expense, in such areas, where, in its sole discretion, it deems it necessary.
9. No luggage carts, trailers or wheeled lifts of any kind will be allowed on the exhibit floor.
10. Plans to showcase trailers or motorized vehicles must be submitted to and approved by Show Management and the Fire Marshal at least 30 days in advance of the Show. Display of such vehicles must comply with the HILTON ANATOLE Production Company Information Guide. Prior to entering the building, the Fire Marshal on duty will inspect the vehicle to insure their regulations and protocols have been met.
11. The use of loudspeakers, recording equipment, television sets, radios, operating machinery, or any other apparatus which is of sufficient volume to annoy neighboring exhibitors will not be permitted. The use of

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speakers will be permitted only if they are within the confines of the contracted exhibit space and facing inward and not toward the aisles. The sound from any and all audio presentations, equipment demonstrations, or any other booth activity must not spread beyond the immediate area of the display. Light and laser shows or demonstrations must not project beyond the exhibitor's booth. Stages, if used in exhibits, must face the inside of the booth in order to prevent the audience from blocking the aisles.

12. **Dispensing or serving of beverages or food** from the booth must be approved by the Show Management and the HILTON ANATOLE prior to the commencement of the Show.
13. Smoke and/or fog-producing machines may not be used at any time.
14. Live animals of any kind (excluding service animals) are not allowed on the exhibit floor.
15. Helium balloons: All helium balloons must be approved by the Show Management and the HILTON ANATOLE. Small individual balloons are not permitted.
16. Photography and video recording at the Show by anyone other than the Official Contractor are prohibited. The only exceptions to this rule require written authorization from Show Management and written releases from all individuals appearing in the photograph or video.

D. Musical Entertainment

All live musical performances and all uses of recorded music must be licensed by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and any other agency responsible for licensing such music. Recorded music includes, but is not limited to, records, tapes, compact disks, videotapes, or computer presentations with either featured or background music. Each Exhibitor who uses performances of live or recorded music must pay Show Management the appropriate special charge for such performances. The fee for recorded music is \$100. The fee for live music is \$300. Exhibitor agrees to indemnify, defend, and hold harmless Show Management, and its officers, directors, members, employees, and agents from and against any and all claims, costs and expenses (including legal fees and expenses), demands, and liabilities of every kind with respect to breach of the representations and warranties contained in this paragraph.

E. Installation and Removal of Exhibits

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 closing of the Show unless special permission is obtained in writing from Show Management.** In order to provide a well-regulated, attractive, and successful Show, any exhibitor who breaks down prior to the end of official show hours may be ineligible to exhibit in future Sunbelt Builders Shows™. No exhibits may be removed from the building

until all bills accruing against the exhibitor are fully paid or credit is approved by the creditor. In case of attachments or other legal proceedings affecting the exhibit, the exhibit shall forthwith become the property of Show Management. Exhibitor agrees to indemnify, defend, and hold harmless Show Management, its officers, directors, members, employees, and agents from any and all liability, claims, or expenses of any kind whatsoever, including legal fees and costs, arising out of or in connection with such claims.

F. Subletting Space

Only one company may occupy a single 10'x10' booth. 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. If it is necessary to use the equipment of another manufacturer, that equipment should be displayed separately, and no advertising of that equipment may be displayed.

G. Catalogs, Souvenirs, Etc.

Soliciting, polling, interviewing, etc. in any part of the HILTON ANATOLE other than exhibitors' booths is strictly prohibited and any person so doing will be required to leave the buildings. Circulars, catalogs, magazines, folders, and any other matter may be distributed only from within the exhibitor's booth and must be related strictly to the products and/or services on display or directly available from the individual exhibitor. Distribution of wheeled carts is prohibited. Distribution from booth to booth or in the aisles is forbidden, and exhibitors must confine their exhibit activities to their contracted space. Strolling entertainment or moving advertisements outside of an exhibitor's assigned space is not permitted.

H. Fire Regulations

All exhibitors, service contractors and any other parties exhibiting or working in the HILTON ANATOLE must comply with all applicable Federal, State and Municipal building and fire codes. Compliance with applicable laws is mandatory and is the sole responsibility of the exhibitor.

I. Care of Building

The HILTON ANATOLE prohibits any attachments or installation of materials of any kind in the walls, ceiling, columns, floors, or other common areas of the HILTON ANATOLE, inside or outdoors. Exhibitors may not distribute adhesive-backed decals of any type inside the HILTON ANATOLE. Glitter and/or confetti may not be used or distributed in the HILTON ANATOLE. **Exhibitors and/or Exhibitor Appointed Contractor (EAC) can use their own dollies or push carts; however they **CANNOT** use pallet jacks or any motorized equipment.** Exhibitors may not mark, damage, or otherwise deface any part of the building or property belonging to the HILTON ANATOLE. Any such damage shall be the sole responsibility of the exhibitor. Exhibitor agrees to indemnify, defend and hold harmless Show Management, its officers, directors, members,

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employees, and agents from any claims, losses, or expenses resulting from its breach of this covenant.

J. Payment for Space and Cancellations

The exhibitor specifically recognizes and acknowledges that Show Management will be harmed if the exhibitor cancels its exhibit space after it has been assigned and confirmed by Show Management. **Any prospective exhibitor leasing space who fails to make the payment required by this agreement or who cancels such space after January 31, 2021 shall forfeit all monies paid and all rights in and to the use of the contracted exhibit space.** The exhibitor shall have no right to a listing in the Official Guide. Show Management shall have the right to dispose of the released space in such way as it may consider in its interests (including re-sale of such exhibit space without any liability on the part of Show Management).

In the Event that the Show is cancelled by Show Management, conference center/hotel or governmental authorities for any reason beyond the control of Show Management (such as acts of God, war, hostilities, pandemics, government regulations, riots, terrorism or any like occurrences), exhibitors, sponsors and attendees will be notified via electronic mail, regular mail, or any other reasonable means by Show Management as soon as practicable. Upon any Show cancellation, the following shall apply:

- Exhibitors will have the option of: 1) a refund of monies paid as of the date of cancellation according to the following timelines: 50% refund if Show is cancelled 90 calendar days or less before the Show date, or a 100% refund if Show is cancelled 91 calendar days or more before the Show date; or 2) application of 100% of all monies paid as of the date of such cancellation to the following year's Show, subject to any increased pricing for that following year's Show, and ineligibility for further future year applications and/or refunds.
- Sponsors will have the following options for monies paid for marketing and publicity as of the date of cancellation: 1) if Show is cancelled 90 calendar days or less before the Show date, 50% refund or 50% applied to the following Show year's marketing and publicity; 2) if Show is cancelled between 91 and 180 calendar days before the Show date, 65% refund or 65% applied to the following Show year's marketing and publicity; 3) if Show is cancelled 181 calendar days or more before the Show date, 100% refund or 100% applied to the following Show year's marketing and publicity. Any application of monies paid to the following year are subject to any increased marketing/publicity levels for that following year's Show, and ineligibility for further future year applications and/or refunds.
- Attendees shall receive a 100% refund of all monies paid as of the date of such cancellation.
- In all cases, any appropriate refunds shall occur within 30 business days of any Show cancellation, unless acts of God, war, hostilities, pandemics, government

regulations, riots, terrorism or any like occurrences prevents those timely refunds.

K. Assumption of Risks and Release

Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with exhibitor's participation or presence at the Show, including, without limitation, all risks of theft, loss, harm, damage, or injury to the person (including death), property, business, or profits of exhibitor, whether caused by negligence, intentional act, accident, act of God, or otherwise. Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Show Management nor the HILTON ANATOLE accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Show Management nor the HILTON ANATOLE shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages, and liabilities described in this paragraph.

L. Indemnification

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to Show Management), and hold harmless Show Management, the HILTON ANATOLE, and their respective officers, directors, members, employees, agents, and representatives, from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees, and expenses which result from or arise out of or in connection with: (1) Exhibitor's participation or presence at the Show; (2) any breach by exhibitor of any agreements, covenants, promises, or other obligations under this agreement; (3) any matter for which exhibitor is otherwise responsible under this agreement; (4) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (5) any libel, slander, defamation, or similar claims resulting from the actions of exhibitor; (6) harm or injury (including death) to exhibitor, its officers, directors, employees, agents, contractors, or guests; and (7) loss of or damage to property or the business or profits of exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance, or otherwise.

M. Limitation of Liability

Under no circumstances shall Show Management or the HILTON ANATOLE be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Show Management's maximum liability under any circumstances exceed the amount actually paid to Show Management by Exhibitor for exhibit space rental pursuant to this agreement. Show Management makes reasonable attempts to attract qualified attendees to its

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Show but makes no representations or warranties, express or implied, regarding the number of attendees to the Show, or regarding any other matter.

N. Insurance

Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with exhibitor’s obligations under this paragraph. A) Workers’ Compensation insurance; B) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); C) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds the Texas Association of Builders, its Directors, Officers, Members, Employees and Agents. **Copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Show Management, shall be furnished to Show Management sixty (60) days before the first day of the Show.** Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days’ notice to Show Management.

O. Eventualities

In the event that an event, including but not limited to, acts of God, acts, regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder (including labor disputes or demonstrations of any kind), acts of terrorism or other violence, curtailment of transportation facilities, or other emergency, makes it illegal or otherwise impractical for Show Management or the HILTON ANATOLE to provide the facilities or services contracted herein, this Agreement shall terminate without further obligation on the part of any party hereto. In the event of postponement or disruption of the Show for any cause beyond the control of Show Management, Show Management shall have no obligation whatsoever to exhibitors. Settlement by adjustment may be made to each exhibitor on a pro rata basis (not to exceed 25 percent) for routine commitments that it has found necessary to make for initial organization work. The exhibitor hereby waives any and all claims against Show Management for damages or compensation due to cancellation or postponement of the Show pursuant to this paragraph.

P. Amendments

Show Management shall have full power in the interpretation and enforcement of all Rules contained herein, and the power to make, from time to time, such reasonable amendments thereto and such further Rules and Regulations as it shall consider necessary for the proper conduct of the Show, provided same do not materially alter or diminish the contractual rights of exhibitor.

Q. Americans with Disabilities Act Requirements

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 Show Management, its officers, directors, members, employees and agents from and against all claims that may be brought against exhibitor on the basis of exhibitor’s noncompliance with ADA requirements. All exhibitor personnel who may need special assistance or auxiliary aids pursuant to the ADA should contact Show Management as soon as possible.

R. Right of Entry and Inspection

Show Management or its designee shall retain the right and unfettered discretion at any time to enter the leased area occupied by exhibitors and to inspect any material distributed or made available in the leased area.

S. Governing Law and Forum

This Agreement shall be governed by, construed and enforced according to the laws of the State of Texas (excluding the State of Texas’ conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of State of Texas, which shall be the exclusive venue for any disputes relating to this agreement.

T. Exhibitor Listings

By participating in the Show, exhibitor grants to Show Management a perpetual, fully-paid, non-exclusive license to use, reproduce, and display its name, trade name(s), and the name(s) of its product(s) and service(s) in any directory or other listing of Show exhibitors in any and all media, including, without limitation, print and electronic media. In no event shall Show Management be liable for any errors or for the omission of Exhibitor from any directory or other listing.

Notwithstanding anything to the contrary herein, exhibitor agrees that this Agreement is subject to the terms of a Lease Agreement between Show Management and the HILTON ANATOLE under which Show Management has leased the premises of which the Show Space herein let is a part. Exhibitor agrees to be bound by all terms and conditions thereof as to the use and enjoyment of the premises.