

Transportation & Logistics Council Annual Conference Exhibitor Agreement

NOTE: The exhibit space reservation deadline is April 15, 2023.

It is important that you review all the rules and regulations for exhibit spaces set forth in this Exhibitor Agreement (the “Agreement”) and/or the requirements and guidelines of the Hotel/Venue where the Exhibition/Annual Conference will be held. You can fax, email or mail your reservations to TLC. Please make sure this Agreement is signed. Credit cards and checks are acceptable. Please read all terms and conditions in this Agreement before signing.

A. Exhibition Display Area Rental

1. Single Booth Display

The Exhibitor Fee entitles the Exhibitor to a single booth consisting of a 10' x 8' exhibition display area with one (1) six (6) foot draped table and two (2) chairs.

Exhibitor Fees:

- \$1,800 per booth for TLC Members
- \$2,500 per booth for Non-Members

The Exhibitor Fee includes:

- One person to operate the booth.
- One complimentary full conference registration per booth including access to all General Sessions, Workshops and networking events.
- All Meals & Breaks, which includes breakfast and breaks Monday through Wednesday, lunch Monday and Tuesday, and the President’s Reception dinner on Tuesday evening.

Additional Booth Staff Members

- A fee of \$500 per person will be charged for each additional booth staff member needed to work the conference exhibit.
- The fee for each additional booth staff member includes the Meals & Breaks defined above.

2. Payment of Exhibitor Fees.

Full payment of Exhibitor Fees must accompany a signed copy of this Agreement. Exhibitor Space cannot be guaranteed until payment in full is received.

Payment may be made by check or credit card.

- Checks must be made payable to “**Transportation & Logistics Council**”.
- We accept American Express, Visa and MasterCard.

Badges will be furnished to each Exhibitor that will allow them access to the Meals & Breaks as indicated above.

3. Cancellation of Annual Conference

The Transportation & Logistics Council (“TLC” or “the Council”) reserves the right to cancel the Annual Conference. In the event of such cancellation by TLC or a Force Majeure event, exhibitor will be notified and will receive a full refund of all fees previously paid for the exhibit booth (less any nonrefundable fees incurred). The parties agree that in the event of such cancellation, the Exhibitor’s sole remedy against TLC shall be the refund of monies paid to TLC by Exhibitor pursuant to this Agreement. TLC will not be responsible or liable for a failure of performance of this Agreement (including for any delay or cancellation of the exhibit or event) due to an Act of God, war, threat of war, actions of government, disaster, strikes, civil disorder, pandemics, epidemics, poor vendor performance, other emergencies making it advisable, illegal, or impossible to hold the event or deliver exhibitor benefits, acts of nature, power, communications, satellite, and network failures, or other circumstances beyond TLC’s control. Travel and accommodations are not refundable by TLC.

B. Booth Cancellation by Exhibitor

1. Cancellation Notice and Refunds

Any notification of cancellation by Exhibitor must be in writing. Refunds will be made if written notification of cancellation is received by TLC on or before **March 1, 2023**, except that a service charge of \$150.00 per booth which will be assessed and the remaining balance refunded. No refunds will be made for cancellation requests received by TLC after **March 1, 2023**.

2. Failure to Occupy Space

Exhibit space not occupied by the close of installation period will be forfeited and space may be resold, reassigned, or used by TLC. No refunds will be made for failure to occupy space.

C. Construction, Installation & Use of Exhibit Facilities

1. Acceptability

All exhibits should serve the interests of the attendees and members of TLC, and the educational mission of TLC. TLC reserves the right to require immediate withdrawal of any Exhibitor or Exhibit that TLC believes is inappropriate for these interests or injurious to the purpose or mission of the Council.

2. Use of Space

No exhibitor may assign, sublet or share space allocated without written consent from TLC. Aisle space may not be used for display. No vehicles, loudspeakers, live animals are allowed. Space must be staffed at all times during exhibit hours.

3. Construction of Exhibits

Exhibits should be arranged so they do not block hotel exit signs or obstruct the general view of others exhibits. If other items are needed for the exhibit, the Exhibitor must make arrangements with the hotel to provide those services at the Exhibitor's cost and expense.

4. Installation and Dismantling of Exhibits

All installations must be completed by Sunday night, **April 30, 2023 at 5:00 P.M.** and dismantling must be completed by Wednesday, **May 3, 2023 at 12:00 P.M.** If the Exhibitor fails to remove an exhibit, it will be removed at the cost and expense of the Exhibitor.

5. Audio-Visual, Internet, Phone Requirements

Additional services and equipment, such as audio-visual, internet, phone, etc., must be ordered by the Exhibitor through the Hotel (additional fees may apply). Exhibitors who plan on having music in their booth(s) must obtain their own license for copyrighted music.

6. Fire and Safety Regulations

All local regulations will be strictly enforced and the Exhibitor assumes all responsibilities for compliance. All decorations and display equipment must be fireproof. No combustible materials can be stored in or around the exhibit space.

7. Damage to Exhibit Facilities

The Exhibitor must surrender the space occupied in the original condition. The Exhibitor or its agent may not injure or deface facilities, equipment or furniture. Nothing may be

taped, nailed or attached to walls, columns, floor or furniture. If damage does occur, the Exhibitor shall be liable to the hotel facility owners for any costs or expenses relating to such damage.

8. Exhibit Hall Security

The exhibit hall will not be locked or otherwise secured during non-conference hours. Exhibitors are responsible for and advised to properly safeguard and insure their valuables and property. Neither TLC nor the hotel will be responsible for lost or stolen valuables or property. No firearms are allowed.

9. Responsibility of TLC and Exhibit Facility

The Exhibitor agrees to comply strictly with the terms and conditions contained in this Agreement, as well as the agreement between TLC and the Hotel, regarding the exhibit premises. Each party agrees to indemnify and hold harmless the other from any and all loss, damage, and expense (including attorneys fees) arising from the negligence or willful misconduct of the indemnifying party, its agents and employees in the performance of its duties and responsibilities under this Agreement.

The undersigned hereby agrees to the terms and conditions of this Agreement.

Exhibitor Company Name: _____
By (signature): _____
Name (print): _____
Title: _____
Phone: _____ Fax: _____
Address: _____
City: _____ State: _____ Zip: _____
E-mail address: _____
Date: _____

Agreement must be signed to guarantee a TLC booth space.