

2022 SOUTHWEST FUEL & CONVENIENCE EXPO

JUNE 20-22 ♦ HENRY B. GONZALEZ CONVENTION CENTER & GRAND HYATT HOTEL ♦ SAN ANTONIO, TX

EXHIBIT SPACE TERMS & CONDITIONS AND RULES & REGULATIONS

1. SPONSOR: The 2022 Southwest Fuel & Convenience Expo is sponsored by the Texas Food & Fuel Association, 401 W 15th St., Suite 510, Austin, TX. For purposes of this document, the sponsor may be designated as the "Association" or "Show Management."

2. ELIGIBLE EXHIBITS: Firms and organizations eligible to apply for exhibit space are those that manufacture, supply, or distribute products, services or equipment to the motor fuels, convenience and/or grocery industry.

3. ASSIGNMENT OF SPACE: Priority for booth assignments will be given to previous exhibitors based on the priority point system. Each company will select their booths space online based on the priority point system. Show Management reserves the right to make adjustments and modify exhibit space, if necessary.

The priority point systems will expire on **November 19, 2021**. After the expiration of the priority point system, exhibit space will be assigned on a first-come, first-served basis. Every effort is made to assign comparable space when choices are not available.

4. EXHIBIT FEES: Exhibit fee includes exhibit space with side and back drapes and standard sign with company name and booth number, two full complimentary exhibitor badges, four exhibitors only badges, per 10'x10' space occupied, listing in the TFFA Pre-Show Magazine, Show Guide (if exhibitor meets deadline and exhibit space is paid in full), advance and final attendee registration lists, and general show security.

Booth carpet, furnishings, electricity, internet, and other exhibitor services are not included in the exhibit fee.

Booth space must be carpeted or covered. If such surfaces remain unfinished one-hour below the Expo opens on Tuesday, June 21, 2022, Show Management shall authorize the official service contractor to carpet the booth space at the exhibitor's expense. Exhibitor is responsible for all costs associated with carpet, furnishings and other ancillary services.

5. PAYMENT TERMS: The fee for booth space is \$1,900 per 10'x10' for exhibiting companies who are members of the Association in the exhibiting year. Exhibiting companies not members of the Association may join as a Supplier member to be eligible for member pricing. The price for non-members is \$2,900 per 10'x10' booth space.

- Exhibitors contracting booth space during Pre-Sell and prior to January 31, 2022, must pay a 50% deposit to confirm booth space. Final payment due **March 1, 2022**.
- Exhibitors contracting booth space after **March 1, 2022** must pay in full.

All Members must be in good standing at the time of the Expo in order to receive the Member rate for booth space.

6. PAYMENT: Please make checks payable to: Texas Food & Fuel Association, 401 West 15th Street, Suite 510, Austin, TX 78701. A confirmation for booth space will be emailed. Checks or dollar bank drafts received which result in "non-sufficient funds" (NSF) status will result in immediate cancellation of booth space with no reinstatement.

7. SHOW CANCELLATION: In the event of cancellation of the show due to fire, strikes, authority of the law, act of God, war, pandemics, riots, terrorism or any like occurrences, beyond the control of the Association, the Association reserves the right to cancel the Southwest Fuel & Convenience Expo. Contracted exhibitors 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. Requesting by written notice within 30 days after the announcement of the Expo cancellation to transfer funds to the following year or request a 100% refund. The Association has up to 90 days from the receipt of the written notice to issue a refund; or
2. If the Association does not receive written notice requesting a refund, the booth fees will be transferred to the following year's Expo dates.

8. CANCELLATION OF BOOTH SPACE: Cancellation of booth space must be made in writing to the Association (TFFA) office by the exhibitor. In the event of cancellation by an exhibitor or Show Management, the Association shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following schedule:

| | |
|---------------------------------|---------------------------|
| Through March 1, 2022: | No Penalty |
| March 1, 2022 – April 30, 2022: | 50% of Amount Paid |
| After April 30, 2022: | No Refund |

Unless arrangements for delayed occupancy have been approved in writing by the Association, any space not occupied by the end of exhibitor move in, will be forfeited by the exhibitor. Such space may be resold, reassigned or used by the Management as it sees fit, without refund.

9. MOVE-IN/MOVE-OUT SCHEDULE:

EXHIBITOR MOVE-IN

Trucks/Vehicles/Car Wash Units Only*

Saturday, June 18, 2022:
Time TBD*

Monday, June 20, 2022:
8:00 AM – 5:00 PM

Tuesday, June 21, 2022:
8:00 AM – 2:00 PM

EXHIBITOR MOVE-OUT

Wednesday, June 22:
2:30 PM – 6:00 PM

***Tank Trailers, Tank Trucks and Car Wash exhibitors ONLY must contact Annette Hicks, CMP, at (512) 617-4302 or ahicks@tffa.com before May 6, 2022 to schedule move-in time.**

Dismantle of exhibits begins no earlier than closing Expo hours on June 22. All exhibitor freight must be removed by 12:00 pm on June 23.

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10. EARLY MOVE-OUT POLICY: For all attendees and exhibitors safety, Show Management **does not** encourage early move-out/dismantle of booth displays. Each exhibitor is required to keep the exhibit space fully set up through Wednesday, June 22, at the end of the show hours. However, if an exhibiting company has to move-out early due to travel constraints, the exhibiting company will move out at the end of the first day after the show is closed. The exhibiting company will be responsible for additional expenses through the official service contractor to clean and furnish the booth space for the next day's Expo. Exhibitors who violate dismantling early will be subject to loss of seniority years. Early move-out could result in loss of seniority year.

To avoid any damage to or loss of your equipment, please remain with your exhibit until crates are returned and your material is packed.

11. BOOTH DESIGN & USE OF EXHIBIT SPACE: All booths are clearly shown on the floor plan. Exhibit spaces are 10 feet wide by 10 feet deep. Dimensions and locations believed but not warranted, to be accurate. In all cases the width of the booths is given center to center of rails. Prefabricated displays should be two inches less than width of a booth. In the rear 4 feet of the booth, display material may reach the maximum height of 8 feet. In the remainder of the booth, display material may not exceed the 4-foot height of the side rails.

An island exhibit is a block of four or more booths with aisles on all four sides. An island display may go up to a height of 16 feet, ceiling height permitting. The exhibitor will be charged for booths and/or aisles eliminated to create this island design. Sufficient see-through areas must be provided so as not to block the view of the adjacent exhibits.

A peninsula exhibit is a combination of four or more units back-to-back with aisles on three sides. A peninsula may go up to a height of 16 feet, ceiling height permitting except within 10 feet of the neighboring booths. Displays in this area may extend to the 16-foot height, ceiling height permitting in the center 8 foot, but are limited to a 4-foot height of the remaining space closest to the aisles. Exhibitors must submit in writing no later than 60 days prior to the show requesting a two-story space with a proposed plan for approval. Two-story displays are subject to approval by Show Management and the Fire Marshal.

With the exception of island and peninsula booths, maximum exhibit height is 8 feet. Where an unfurnished portion of an exhibit is exposed, the offending surface must be made presentable at the expense of the exhibitor.

Each exhibitor is entitled to a reasonable sightline from the aisle regardless of the size of the exhibit. Therefore, a display may not extend above the side rail more than 4 feet from the back wall.

Exposed unfurnished sides of the exhibit backgrounds must be draped to present an attractive appearance. If such draping is not ordered, the decorator, with the approval of Show Management, will install draping and charge the exhibitor.

12. CEILING HEIGHT REQUIREMENTS: Standard 10'x10' booths height of displays may not exceed the height of the 8' foot drape on the back of the booth space. Island booths

do not include draping or an ID sign and height restriction is 16'. Split Island booths share a common back wall separating the adjoining booth and height restriction is 8'. **Booth ceiling heights will be strictly enforced by Show Management.** If you feel your booth display exceeds the height restriction, please contact Show Management. **Failure to comply may result in loss of seniority years.**

13. EXHIBIT DESIGN AND INCLUSIONS: Exhibitor agrees to abide by exhibit display and construction guidelines published by IAEE and included in the Exhibitor Services Toolkit. All Exhibitors must remain within the confines of their own space, and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury, or disadvantageously affect the display of other Exhibitors. TFFA will be the sole assignor of the Exhibitor's space location and reserves the right to rearrange the floor plan and relocate any exhibit upon notification with said Exhibitor.

14 EXHIBIT LOGISTICS: An Exhibitor Services Toolkit link containing detailed information will be emailed to each exhibitor in ample time for advance planning. The Toolkit will contain information regarding shipment, labor, electrical service, rental items, etc. Exhibitors are urged to order all required services in advance.

15. SUBLETTING EXHIBIT SPACE: Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them except upon written permission from the Association. Exhibitors sharing a booth must seek approval from the Association in writing with company name and relationship between the parties proposing to share booth space. Upon approval, only one contact name, company name and address may be given on the exhibit booth contract as the key contact for the booth. This person will be responsible for the booth fees and providing exhibit information to all others sharing the booth space.

16. BOOTH RELOCATION: Show Management reserves the right to move or relocate an exhibitor's booth at any time for any reason. In the event Show Management has to relocate an exhibitor, Show Management will provide the exhibitor with verbal or written notice of the relocation. If an exhibiting company relocates to another exhibit space, whether by choice or at the request of Show Management, it is the exhibitor's responsibility for any relocation fees if utilities and the display has to be moved.

17. LABOR: Exhibitors must comply with union work rules where applicable. Union labor will be made available. Any union requirements and the use of union personnel are the sole responsibility of the exhibitor. The exhibitor is responsible for its display being erected and dismantled but understands it may not be allowed to do the work itself.

18. USE OF AN OUTSIDE CONTRACTOR: Exhibitors who plan to have an exhibit service firm (other than the Association's Official Contractor) to unpack, erect, assemble, dismantle, and pack displays must notify Show Management in writing on or before 30 days prior to the first day of move-in of the name of the service firm and address.

The service firm must furnish to Show Management an insurance certificate naming the Association the Official Show Contractor,

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and the Henry B. Gonzalez Convention Center as additional insureds, in an amount of not less than \$1,000,000 liability which is to include coverage for damage to property.

19. SECURITY: The Association will provide security throughout the official period of installation, showing and dismantling. The Association, the Henry B. Gonzalez Convention Center and the Official Show Contractor, and any officer, director, agent or employee thereof, will not be liable for any damages to the persons, property, or business of the exhibitor, its agents or employees for injury, theft, damage by fire, accident or any other cause. The Association, the Henry B. Gonzalez Convention Center and the Official Service Contractor, will be indemnified and held harmless by the exhibitor from any claim by any of the exhibitor's agents or employees for injury, loss or damage. The exhibitor further agrees not to do or suffer anything to be done, in connection with the Southwest Fuel & Convenience Expo, by which persons or property may be injured or damaged, or by which rights of whatever kind, including patent and trademark rights, may be violated and the exhibitor agrees to indemnify and hold harmless the Association, the Henry B. Gonzalez Convention Center, and the Official Service Contractor, and their officers, directors and employees from any claim for any such injury, damage or violation.

20. INSURANCE: Liability insurance, property insurance and worker's compensation, with a minimum limit of \$1,000,000.00, must be taken out by each exhibitor at his own expense, as required. Exhibitors are encouraged to take out a portal-to-portal rider on their own insurance policy protecting them against loss through theft, fire, damage, etc.

21. BOOTH REPRESENTATIVES: Company representatives (models, booth personnel, etc.) must be appropriately clothed and dressed in good taste at all times and must be properly registered and wear a name badge. The use of "human arrows", soliciting and roaming the exhibit hall by models is prohibited. Distribution of giveaways, handouts, and any type of promotion must be conducted within the confines of the exhibitor's booth.

22. AGE RESTRICTION: Children under the age of 16 years will not be permitted in the Exhibit Hall during move-in or move-out hours. During show hours, no one under the age of 16 will be admitted to the exhibit hall unless in the company of an adult. Proof of age may be required. **STROLLERS ARE BANNED FROM THE EXHIBIT HALL.**

23. SELLING ON THE EXHIBIT FLOOR: Exhibitors may sell their products directly to attendees on the show floor. However, exhibitors must abide by city and state laws and are solely responsible for the collection and remittance of any sales or other taxes.

24. SOUND DEVICES: Sound presentation will be permitted if kept to conversational level and if not objectionable to neighboring exhibitors. Show Management reserves the right to restrict the use of booth illumination. Exhibitors will confine their activities to the space for which they have contracted. They are not permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booths. No sampling distribution includes convention delegates hotel rooms, corridors and public areas.

25. LIGHTING: Booth display lighting or LED signs are permitted if part of the product demonstration. LED lights and signs must be at set for display at a reasonable level not harming or being offensive to neighboring booths, booth personnel and show attendees. Racing lights, flashing lights and strobe lights are considered offensive to neighboring booths and are not permitted unless it is part of the product demonstration. Show Management reserves the right to determine when it becomes objectionable.

26. FIRE & SAFETY LAWS: All safety rules, regulations and statutes must be strictly observed. Wiring must comply with the fire department regulations. All decorations must meet flameproof tests prescribed by local ordinances. Crepe paper or corrugated paper, flame proofed or not, is not permitted in displays. Exhibits which in design, operation, or product are determined by Show Management to be offensive, obscene, or objectionable will be prohibited.

27. SMOKING: Smoking is not permitted in the Exhibit Hall and all attendees and exhibitors must conform to smoking laws in place at the Fort Worth Convention Center.

28. SUITCASING POLICY: Show Management does not permit solicitation from non-exhibiting companies. Any individual that is observed participating in activities to solicit or sell products to event attendees or exhibitors without having a booth at the event (which is known as suitcasing) will be asked to leave immediately. Please report suitcasing activities to Show Management immediately.

29. CONSENT TO USE OF PHOTOGRAPHIC IMAGES: Registration and attendance at or participation in TFFA meetings, exhibitions and other activities constitutes an agreement by the registrant, Exhibitor or other attendee to TFFA's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

30. ADMISSION: The Association will have sole control over all admission policies. All attendees will register and wear a prescribed badge while in attendance. All issued badges remain the property of the Association. By accepting the badge, attendees agree to observe all guidelines governing the Expo.

31. HOUSING: Please call Grand Hyatt Reservations direct at (877) 803-7534; refer to group code: TX Food & Fuel Association Annual Convention to reserve rooms. Please reserve your room early, as availability is limited. Reservation cut-off date is **May 26, 2022.**

32. AUTHORITY OF SHOW MANAGEMENT: Show Management shall have the power to adopt, amend and enforce all show rules, and regulations with respect to the kind, nature and eligibility of exhibitors adopted by it or set forth herein. Show Management has the power to enforce and amend all rules and regulations. Show Management's decision on such matters shall be final.