

TERMS AND RULES

For purposes below, "Management" shall mean Providers Alliance for Community Services of Texas (PACSTX) and "Exhibit Site" shall mean the Embassy Suites in San Marcos, Texas. It is stipulated that each exhibitor subscribe to the following rules and that their representatives will comply.

1. INDEMNITY AND LIMITATION OF LIABILITY: Neither PACSTX nor the Exhibit Site, nor any of their officers, agents, employees, or other representatives, shall be held liable for, and they are hereby released from liability for any damage, loss, harm, or injury to the person or property of the Exhibitor or any of its officers, agents, employees, or other representatives, resulting from water or accident or any other cause. The Exhibitor shall indemnify, defend, and protect Management and the Exhibit Site, and save Management, the Exhibit Site harmless from any and all claims, demands, suits, liability damages, loss, costs, attorney's fees, and expenses of any kind or nature that might result from or arise from any action or failure to act on the part of the Exhibitor or its officers, agents, employees, or other representatives.

2. USE OF EXHIBIT SPACE: An Exhibitor shall not assign to a third party its rights hereunder to the Exhibit Space or any portion thereof without the written consent of Management, which it may withhold at its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee and all its representatives, and the Exhibitor shall not charge its assignee more than a proportionate share of the exhibit fee based upon the cost of Exhibit Space assigned.

3. INSTALLATION: It is explicitly agreed by the Exhibitor that in the event they fail to install their products in assigned Exhibit Space or fail to remit payment for required space rental at the time specified, Management shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper.

4. DISPLAYS AND DECORATIONS: Merchandise, signs, decorations, or display fixtures shall not be pasted, taped, nailed or tacked to walls. No Exhibit, merchandise, or equipment shall be left in any aisle, but shall be confined to Exhibit Space. No signs or advertising devices shall be displayed outside Exhibit Space or project above or beyond limits of Exhibit Space. Advertising material or signs of firms other than those that have engaged space is prohibited.

5. STORAGE AND PACKING CRATES AND BOXES: Exhibitor will not be permitted to store packing crates and boxes in the booth or the Exhibit areas during the Exhibit, unless hidden. It is the Exhibitor's responsibility to mark and identify all crates and boxes. Crates not properly marked or identified may be destroyed. No trunks, cases, or packing material shall be brought into or out of Exhibit Spaces during Exhibit hours. Cartons containing valuables should not include contents from the outside.

6. OBSERVANCE OF LAWS: Exhibitor shall abide by and observe all laws, rules, regulations, and ordinances of any applicable government authority and all rules of the Exhibit Site.

7. CANCELLATION OR TERMINATION OF EXHIBIT: If, because of war, fire, strike, exhibit facility construction or renovation project, government regulation, public catastrophe, Act of God, or the public enemy, or other cause beyond the control of Management, the Exhibits or any part thereof is prevented from being held, is cancelled by Management, the Exhibits or the Exhibit space becomes unavailable, Management, in its sole discretion, shall determine and refund to the Exhibitor, its proportionate share of the aggregate Exhibit fees received that remains after deducting expenses incurred by Management and reasonable compensation to Management, but in no case shall the amount or refund to Exhibitor exceed the amount of the exhibit fee paid. Cancellation by the Exhibitor after August 30, 2024, obligates the Exhibitor to full payment of the rental. No refunds will be made after this date.

8. EXHIBITOR CONDUCT: Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of Management is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Management in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity forthwith. Distribution of pamphlets, brochures, or any advertising matter must be confined to the Exhibit Space. Exhibitor shall not enter into another Exhibitor's space without invitation or when unattended. Exhibitor or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste.

9. AGREEMENT TO TERMS & RULES: Exhibitor agrees to observe and abide by the foregoing Terms & Rules and by such rules made by Management from time to time for the efficient or safe operation of the Exhibit, including but not limited to, those contained in this contract. In addition to Management's right to close an exhibit and withdraw its acceptance of the application. Management, in its sole judgement, may refuse to consider for participation in future Exhibits any Exhibitor that violates or fails to abide by all such Terms & Rules.