

# THCA/TNCAL 2012 TRADE SHOW EXHIBIT CONTRACT

Chattanooga Convention Center, Chattanooga, TN August 19-22, 2012



## EXHIBITOR INFORMATION

**PRINT** or **TYPE** clearly.  
 Trade Show Contact Person \_\_\_\_\_  
 Phone \_\_\_\_\_  
 E-mail \_\_\_\_\_

*\* The Trade Show contact person will receive important exhibitor information, including booth confirmation, exhibitor service manual, registration information, exhibit newsletters.*

*Please complete the company information below as you would like it to appear in official THCA/TNCAL publications*

Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Web site Address \_\_\_\_\_  
 Sales Contact Person \_\_\_\_\_  
 E-mail \_\_\_\_\_ Phone \_\_\_\_\_  
 Contract Submitted By \_\_\_\_\_  
 Phone \_\_\_\_\_ E-mail \_\_\_\_\_

## PAYMENT INFORMATION

Mail to P.O. Box 100129, Nashville, TN 37224; or fax to (615) 834-2502

- Check enclosed made payable to THCA
- Please invoice me at the above address
- Credit Card \_\_\_\_\_ MasterCard \_\_\_\_\_ Visa

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Exp.
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Cardholder name \_\_\_\_\_  
 Cardholder mailing address (where credit card bill is received) \_\_\_\_\_  
 City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_  
 Signature \_\_\_\_\_

Sun., Aug. 19th	Exhibitor Set-up	11:00am-7:00pm
Mon., Aug. 20th	Trade Show Open (Executives Only)	10:30am-12:30pm
	Trade Show Open	2:00-4:00pm
Tues., Aug. 21st	Trade Show Open	10:30am-12:30pm
	Tear Down	12:30-4:30pm

## AGREEMENT

**Exhibitor agrees, subject to THCA/TNCAL approval, to lease exhibit space at THCA/TNCAL 2012 Annual Trade Show. In doing so, exhibitor will comply with all provisions of this contract. Exhibitor understands that this contract, together with the contract terms and conditions printed on the reverse side, constitutes the complete exhibitor agreement between exhibitor and THCA/TNCAL.**

Date: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name of Above Signature \_\_\_\_\_

## PRODUCT CATEGORIES

- Please choose ONE of the categories below that best describes your products/services.*
- |  |  |
|--|--|
| <input type="checkbox"/> Accounting/Reimbursement            | <input type="checkbox"/> Medical Supplies, Equipment, Services |
| <input type="checkbox"/> Ambulance Services                  | <input type="checkbox"/> Mental Health Services                |
| <input type="checkbox"/> Dental/Eye Care                     | <input type="checkbox"/> Nursing Home Management               |
| <input type="checkbox"/> Financial Services                  | <input type="checkbox"/> Pharmacy Services                     |
| <input type="checkbox"/> Food Service/Nutrition              | <input type="checkbox"/> Quality Management Tools              |
| <input type="checkbox"/> Furnishings/Interior Design         | <input type="checkbox"/> Rehabilitation/Therapy Services       |
| <input type="checkbox"/> Group Purchasing                    | <input type="checkbox"/> Safety/Security                       |
| <input type="checkbox"/> Hospice Care                        | <input type="checkbox"/> Staffing                              |
| <input type="checkbox"/> Housekeeping Products and Equipment | <input type="checkbox"/> Technology/Software                   |
| <input type="checkbox"/> Insurance Products and Services     | <input type="checkbox"/> Training/Educational Resources        |
| <input type="checkbox"/> Legal Services                      | <input type="checkbox"/> Transportation                        |
| <input type="checkbox"/> Linens and Textiles                 | <input type="checkbox"/> Wound Care                            |
| <input type="checkbox"/> Consulting                          | <input type="checkbox"/> X-ray Services                        |
|  | Other _____  |

## EXHIBIT SPACE

Location Preferences: Please review the floorplan on page 5 of Prospectus and indicate booth space in order of preference. **NUMBER OF BOOTHS:** \_\_\_\_\_

**1st Choice** \_\_\_\_\_ **2nd Choice** \_\_\_\_\_ **3rd Choice** \_\_\_\_\_ **4th Choice** \_\_\_\_\_

**THCA MEMBER Standard Booth Package \$785 \$ \_\_\_\_\_**

**THCA MEMBER Package WITH CARPET \$870 \$ \_\_\_\_\_**

**CORNER Add \$50 \$ \_\_\_\_\_**

**THCA MEMBER Game Ticket space (BLUE) Add \$100 \$ \_\_\_\_\_**

*\* Associate Members receive \$75 discount on each additional booth space purchase*

**NON MEMBER Standard Booth Package \$1,085 \$ \_\_\_\_\_**

**NON MEMBER Package WITH CARPET \$1,170 \$ \_\_\_\_\_**

**CORNER Add \$50 \$ \_\_\_\_\_**

*\* To become an Associate Member and purchase your booth at member rate, the following fees will apply: THCA/TNCAL 2011 Associate Member Dues....\$500*

List below any companies you **DO NOT** wish to exhibit beside:

*\*THCA will make every effort to accommodate this request, however, THCA cannot guarantee the placement of competitors at any certain location and reserves the right to assign space at its sole discretion.*

## CONVENTION SPONSORSHIP (Available to Associate Members only)

See 2012 Exhibitor Prospectus, page 6, for a listing of sponsorships and related benefits

Sponsorship Description \_\_\_\_\_

Sponsorship Level \_\_\_\_\_

SPONSORSHIP FEE.....\$ \_\_\_\_\_

## PERSPECTIVE ADVERTISING

See 2012 Exhibitor Prospectus, page 7, for a listing of ad rates/sizes. \* Exhibitors who place ad space in four consecutive issues can deduct \$100 from the 4X rate published in the 2012 Prospectus.

### ISSUES

Winter 2011/2012 distributed in Jan. 2012  Summer 2012 distributed in July  
 Spring 2012 distributed in May  Fall 2012 distributed in October

Ad Size \_\_\_\_\_ Color \_\_\_\_\_ OR Black/White \_\_\_\_\_

COST: 1X rate \$ \_\_\_\_\_ multiplied times (number of issues) \_\_\_\_\_ = \$ \_\_\_\_\_

4X rate (less \$100) = \$ \_\_\_\_\_

## TOTAL FEES

**EXHIBIT SPACE Amount Due.....\$ \_\_\_\_\_**

**SPONSORSHIP Amount Due.....\$ \_\_\_\_\_**

**ADVERTISING Amount Due.....\$ \_\_\_\_\_**

**2012 Associate Membership dues (\$500).....\$ \_\_\_\_\_**

**TOTAL AMOUNT DUE.....\$ \_\_\_\_\_**

Full payment must accompany contract unless signed on-site at the 2011 Trade Show. Contracts signed at the 2011 Trade Show must be paid in full by March 30, 2012 in order to secure space. If assigned space is not paid in full by specified date, it may be reassigned to another exhibitor at the option of THCA/TNCAL.

## Terms and Conditions

Whereas the Tennessee Health Care Association/Tennessee Center for Assisted Living ("THCA/TNCAL") and "exhibitor" desire to enter into an agreement for the lease of Trade Show booth space at the 2012 THCA/TNCAL Convention & Trade Show, in consideration of the mutual promises set forth below, the parties agree to be bound by the terms set forth as follows:

### A. General Information

**1. Contract.** The signed application and acceptance by Tennessee Health Care Association/Tennessee Center for Assisted Living (THCA/TNCAL) constitutes a contract between THCA/TNCAL and exhibitor for the lease of Convention & Trade Show booth space. The terms and conditions contained herein are part of this contract. Exhibitor agrees that all and any matters not specifically covered in these articles are subject to final decision by THCA/TNCAL.

**2. Eligibility.** Any exhibitor whose proposed exhibit is in keeping with the educational and service goals of THCA/TNCAL may apply for space. THCA/TNCAL reserves the right to reject any application that, in its judgment, does not meet these criteria. THCA/TNCAL cannot and does not guarantee the availability of booth space.

### B. Space Rental

**1. Assignment of Space.** THCA Gold Star Club members receive first priority on booth selection. Thereafter, booth spaces are assigned first-come, first-served on the date the application is received by THCA/TNCAL, according to preferred location and any specifications outlined in the application. THCA/TNCAL does not guarantee the locations of particular booth space under any circumstances. It is understood and agreed that THCA/TNCAL will endeavor to assign space in accordance with exhibitor's request and with consideration given to type of products and services being exhibited. THCA/TNCAL reserves the right of final determination of space assignments and reserves the right to refuse any application for exhibit space that THCA/TNCAL determines is not consistent with the goals of THCA/TNCAL. THCA/TNCAL reserves the right to locate and/or relocate exhibitor's assigned booth space.

**2. Floor Plan.** THCA/TNCAL reserves the right to make such modifications as may be necessary to the floor plan to meet the needs of THCA/TNCAL, the exhibitor and the program. THCA/TNCAL does not guarantee the locations of particular booth space under any circumstances.

**3. Terms of Payment.** Remittance in full covering booth space must accompany the signed contract unless signed on-site at the 2011 THCA/TNCAL Trade Show. Contracts signed at 2011 Trade Show must be paid by March 30, 2012 in order to secure space. If assigned space is not paid in full by specified date, it may be reassigned to another exhibitor at the discretion of THCA/TNCAL. If booth space is reserved 10 working days or less prior to the show, payment must be made by cashier's check or credit card.

**4. Cancellation.** Because the parties agree that it would be extremely difficult to fix actual damages if exhibitor seeks to cancel this agreement, exhibitor agrees to pay 25 percent of the booth rental amount if cancellation occurs prior to May 1. If cancellation occurs between May 1 and June 3, exhibitor agrees to pay 50 percent of booth rental amount. If cancellation occurs between June 3 and July 1, exhibitor agrees to pay 75 percent of booth rental amount. If cancellation occurs after July 1, exhibitor agrees to pay 100 percent of booth rental. The parties agree that these amounts will be paid not as a penalty for cancellation, but to adequately compensate THCA/TNCAL for its uncertain damages incurred by such a cancellation. All cancellations must be received in writing.

**5. Subleasing.** Exhibitor will not be permitted to sublet or share any part of the space herein leased to any firm or employee. Only one company may be represented per booth space. Any materials exhibited other than those manufactured or distributed by the contracted exhibitor in the regular course of business is prohibited.

**6. Reselling or transferring.** Exhibitor may not resell or transfer booth to any firm or employee.

### C. Exhibit Booth Provisions and Code of Conduct

1. As a convenience to exhibitors, THCA/TNCAL has selected Fern Exposition Company as the official service contractor to provide service to exhibitors. The contractor will provide labor, equipment and supervision. Complete information, instructions and schedule of prices regarding shipping and drayage, labor for erecting and dismantling, electric, furniture and carpet rental, cleaning, etc. will be included in the Exhibitor's Service Kit and sent under separate cover to exhibitors approximately four months prior to the show.

2. No signs, banners, advertising matter, decorations or parts of exhibits will be permitted in aisles, public rooms or other areas of the Convention site.

3. Unpacking and packing, removal of empty crates and cases, except those crates shipped to the decorator, will be by and at the expense of exhibitor, who shall pay all expenses of conveying, delivering, arranging and removing their equipment. THCA/TNCAL specifically assumes no responsibility for exhibitor displays and/or materials.

4. THCA/TNCAL reserves the right to regulate exhibits that are inconsistent with the character of the show or are otherwise objectionable or otherwise inconsistent with THCA/TNCAL policies. THCA/TNCAL reserves the exclusive right to make all determinations regarding objectionable displays and shall be binding on the parties.

5. Use of any music (live or taped) as part of the exhibit may not interfere with one or more neighboring exhibitors and must be approved in advance by THCA/TNCAL in writing.

6. Exhibitor agrees to be knowledgeable of and in compliance with all ordinances and regulations pertaining to health, fire prevention and public safety codes established by the city in which the exposition is held. No combustible material may be stored in or around the exhibit. In addition, fire regulations require all decoration materials to be flame-proofed before being taken into the exhibit hall. No helium tanks or balloons are permitted in the exhibit hall.

7. Exhibits or exhibit displays that are taller than the side railings of the booth space must be placed against the back of the booth space and not extend more than three feet into the neighboring exhibitors' lines of sight. THCA/TNCAL reserves the right to require exhibitor to remove a display that, in the opinion of THCA/TNCAL, is too large for the area leased and/or interferes with one or more neighboring exhibitors' lines of sight.

8. All exhibits must be in place no later than 7 p.m. Aug. 19, 2012, or space shall revert to sponsors of the show with all payments forfeited. No packing or dismantling of exhibits will be permitted until after close of show on the last day of exhibit hours.

9. Exhibitor personnel are prohibited from sitting, standing, or working in aisles or other public areas. Exhibits must be properly staffed during all exhibit hours. Exhibitor shall not lead buyers from one exhibit space to another. 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 and good taste. Exhibitors are prohibited from selling merchandise on premises. As a courtesy to registrants and fellow exhibitors, THCA/TNCAL requires strict adherence to the opening and closing hours.

10. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational sessions and any other related activity scheduled by THCA/TNCAL during the Convention & Trade Show and any such activity is subject to approval by THCA/TNCAL.

### D. Liability

1. Exhibitor agrees to fully protect, indemnify, defend and save THCA/TNCAL and its employees and agents harmless against all claims, losses, or damages to persons or property, governmental charges or fines and attorney fees arising out of or caused by exhibitor's occupancy or use of the exhibition premises or any part thereof.

2. Exhibitor acknowledges that THCA/TNCAL does not maintain insurance covering exhibitor property and that it is the sole responsibility of exhibitor to obtain business interruption and property damage insurance covering such losses by exhibitor.

3. Exhibitor agrees to secure liability insurance to adequately protect against reasonably foreseeable personal injury and property losses arising from exhibitor's occupancy or use of the exhibition premises.

### E. Cancellation of Trade Show

In the event the Trade Show is canceled due to circumstances not within the control of THCA/TNCAL, such as fire, acts of God, labor strikes, picketing, civil disturbances, shortage of materials, curtailment of transportation facilities or governmental intervention which materially affect the ability of either THCA/TNCAL or the facility to hold the exhibit show as planned, then a full refund of fees paid to THCA/TNCAL will be made less a \$100 processing fee. If cancellation of the show is made 60 days or fewer prior to the installation date specified herein, THCA/TNCAL shall deduct from the refund any actual expenses incurred.

### F. Capacity

All signed on the Trade Show Exhibit Contract warrant that he/she has the capacity to bind the party he or she is signing for.

### G. Assignability

This contract may not be assigned by any party without the prior written consent of all parties.

### H. Modification and Waiver

No modifications, amendment, supplement to or waiver of this contract or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both of the parties to this contract. A waiver by either party of any of the terms and conditions of this in any one instance shall not be deemed a waiver of that term or condition in the future.