

THCA/TNCAL 2016 TRADE SHOW EXHIBIT CONTRACT

Knoxville Convention Center, Knoxville, TN August 28-31

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 440548, Nashville, TN 37244-0548; or fax to (615) 834-2502

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

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 _____

SCHEDULE at a GLANCE (times subject to change)

Sun., Aug. 28	Exhibitor Set-up	11:00am-7:00pm
Mon., Aug. 29	Trade Show Open (Executives Only)	10:30am-12:30pm
	Trade Show Open	2:00-4:00pm
Tues., Aug. 30	Trade Show Open	9:30-11:30am
	Dismantle	11:30-4:30pm

AGREEMENT

Exhibitor agrees, subject to THCA/TNCAL approval, to lease exhibit space at THCA/TNCAL 2016 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"/> Design/Remodel/Construction | <input type="checkbox"/> Pharmacy Services |
| <input type="checkbox"/> Financial Services | <input type="checkbox"/> Quality Management Tools |
| <input type="checkbox"/> Food Service/Nutrition | <input type="checkbox"/> Rehabilitation/Therapy Services |
| <input type="checkbox"/> Furnishings/Interior Design | <input type="checkbox"/> Safety/Security |
| <input type="checkbox"/> Group Purchasing | <input type="checkbox"/> Staffing |
| <input type="checkbox"/> Hospice Care | <input type="checkbox"/> Technology/Software |
| <input type="checkbox"/> Housekeeping Products and Equipment | <input type="checkbox"/> Training/Educational Resources |
| <input type="checkbox"/> Insurance Products and Services | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Legal Services | <input type="checkbox"/> X-ray Services |
| <input type="checkbox"/> Linens and Textiles | Other _____ |
| <input type="checkbox"/> Long-term Care Consulting | |

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	\$800	\$ _____
CARPET	Add \$100	\$ _____
CORNER	Add \$50	\$ _____
PREMIUM SPACE	Add \$75	\$ _____
GAME or GRAND PRIZE TICKET SPACE	Add \$100	\$ _____
TOTAL \$		_____

Associate Members receive \$75 discount on each additional booth space purchased.

NON MEMBER Standard Booth Package	\$1,150	\$ _____
CARPET	Add \$100	\$ _____
CORNER	Add \$50	\$ _____
PREMIUM SPACE	Add \$75	\$ _____
TOTAL \$		_____

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.

THCA ASSOCIATE MEMBERSHIP

2016 Associate Membership (New Member) \$500 \$ _____

* Please submit your company brochure with exhibit contract.

TOTAL FEES

Exhibit Package \$ _____

Associate Membership (New Member \$500) \$ _____

TOTAL AMOUNT DUE.....\$ _____

Full payment must accompany contract unless signed on-site at the 2015 Trade Show. Contracts signed at the 2015 Trade Show must be paid in full by March 31, 2016 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.

Please send information to me about

SPONSORSHIP & ADVERTISING



P.O. Box 440548 Nashville, TN 37244-0548
2809 Foster Avenue, Nashville, TN 37210
Ph: (615) 834-6520 • Fax: (615) 834-2502
Email: jthreet@thca.org
www.thca.org



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 2016 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 2015 THCA/TNCAL Trade Show. Contracts signed at 2015 Trade Show must be paid by March 31, 2016 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. The official general service 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. 28, 2016 or space shall revert to management 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.