

## 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 2025 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 booth space. The terms and conditions contained herein are part of this contract. The exhibitor agrees that all and any matters not specifically covered in these articles are subject to a 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 Platinum and Gold Star members receive 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 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 booth space under any circumstances.

**3.Terms of Payment.** All booths must be paid in full by March 31, 2026, to secure space. If the assigned space is not paid for in full by the 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.** Notification of booth space cancellation or space reduction must be submitted in writing. Because the parties agree that it would be extremely difficult to fix actual damages if the exhibitor seeks to cancel this agreement, the exhibitor agrees to pay 25 per cent of the booth rental amount if cancellation occurs prior to May 1. If cancellation occurs between May 1 and June 3, the 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. Subletting.** Exhibitor agrees not to assign, sublet, or apportion space or any part thereof allotted to the exhibitor, and not to exhibit, advertise, or offer for sale goods other than manufactured or sold by the exhibitor in the regular course of business, except as permitted by Exhibit Management. 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.** Exhibitors may not resell or transfer booths 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. Hanging signs will only be permitted for island booths that are 20 foot by 20 foot or larger. Hanging signs may not block the visibility of THCA/TNCAL signs or other booths.

4.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.

5. 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.

6.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.

7.The 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.

8.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 exhibitors 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.

9.All exhibits must be in place no later than 4 p.m. August 26, 2026, or space shall revert to management of the show with all payments forfeited. No packing or dismantling of exhibits will be permitted until after the closing of show on the last day of exhibit hours.

10. 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. Exhibitors shall not enter another exhibitor's space without invitation or when unattended. Exhibitor or any of its representatives shall not conduct themselves in a manner offensive to standards of decency and good taste. Exhibitors are prohibited from selling merchandise on premises. No firm or organization not assigned exhibit space will be permitted to engage in activities within the exhibit hall. As a courtesy to registrants and fellow exhibitors, THCA/TNCAL requires strict adherence to the opening and closing hours.

11. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational session, 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.

4.The exhibitor agrees that THCA/TNCAL will be held harmless should any exhibitor personnel contract a communicable disease or virus as a result of attending this event.

### 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, pandemic, picketing, civil disturbances, terrorism or threat thereof, 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.