

**RULES AND REGULATIONS FOR THE CONDUCT OF
THE AUSTIN RV EXPO
(Shows located at the Austin Convention Center)**

1. Show Management:

This is a presentation of TRVA Austin RV Show, Inc., hereinafter referred to as the "Show Management," which shall have the right, which it hereby expressly reserves, to make such rules and regulations as it shall deem advisable for the success of the show, and to change and amend the same from time to time, which shall govern the proper conduct of said show and the use of this contract and the space herein reserved by the Exhibitor. The Show Management's application, interpretation, and construction of said rules and regulations shall be final and conclusive.

2. Selection of Space:

The order of precedence for display space at the show will be:

- a. TRVA Austin RV Show, Inc., members; failure to participate at the space selection drawing and/or a decision to not exhibit will cause a release of his lines so that other dealers with the same lines can participate should they desire and otherwise qualify with TXDMV rules governing RV Shows.
- b. TRVA Austin Chapter members in good standing;
- c. RV Dealers with the longest history of involvement with our association's RV Show;
- d. RV Dealers with the longest history of displaying rolling stock in the Austin RV Show;
- e. RV Dealers outside the association with no conflict of interest concerning TX DOT rules governing shows;
- f. Any other RV dealer not covered by previous rules that meets the qualifications.

After space has been selected, a 50% non-refundable deposit is due within 10 days to hold space. If deposit is not received with the allowable time, the space will be forfeited.

3. Availability of Space:

Any available or forfeited floor space shall be offered and reallocated in the following order:

- a. TRVA Austin RV Show, Inc. members;
- b. RV Dealers in the previous show;
- c. Austin Chapter members in good standing;
- d. RV Dealers with the longest history of involvement with the Austin RV Show;
- e. RV Dealers having a history of displaying rolling stock in the Austin RV show with no conflict of interest concerning TX DOT rules governing shows;
- f. Any other RV dealer that meets the qualifications.

4. Restrictions on Display of Products:

- a. The display of any products without having a current dealer agreement authorizing distribution of those RV related products in the trade area serviced by the TRVA Austin Association is expressly prohibited.
- b. 10' X 10' booths are not available for licensed RV dealers to display or distribute information unless they also are buying main floor space.
- c. Any RV dealer presenting illegal "unapproved brochures" will be asked to immediately remove such materials. Any further violation of this rule will result in the expulsion of the violating dealer from the show(s) for a period of 2 years.
- d. RV rental dealers in 10' X 10' booth(s) may only display rental information.
- e. Lending institutions must be affiliated with a main floor dealer to be allowed to display in 10' X 10' booths.

- f. RV Dealers can only display new and current or previous year RV product sold and licensed at their Austin chapter location, and must be previously approved to participate in the show by TXDMV.
- g. No rolling stock in 10' X 10' booth(s).
- h. All discounted tickets offered by an exhibitor must be reimbursed to the show at the rate of the lowest offered discount.
- i. These restrictions and prohibitions extend to persons and their conduct, all printed matter, and all other things which are a part of the Exhibitor's display to the end that each exhibit will be in keeping with the good character of the show.

5. Contingencies:

The Show Management reserves the right to cancel this contract in case the specified premises shall be destroyed or so damaged as to render them untenable or unfit for use for the purpose specified, by fire or the elements or any other cause, or should any occurrence of circumstances beyond the control of the Show Management make impossible the fulfillment of its part of this contract; provided, however, that in the event of such cancellation, all payments previously made on this contract are to be promptly returned to the Exhibitor by the Show Management, and upon the return of the same the Show Management is to be released of any and all claims for damages, loss, costs or expenses sustained or incurred by the Exhibitor by reason of such cancellation.

6. Installation and Removal of Exhibits:

Exhibits are to be installed and removed at the expense of the Exhibitor.

Except with the prior written consent of the Show Management, no exhibits shall be installed until receipt-evidencing payment in full for space reserved has been presented. All exhibits shall remain in place and shall not be dismantled until after the official closing of said show.

All exhibits, displayed products, and other material and property of the Exhibitor must be removed not later than a time designated by Show Management.

7. Electrical Service:

The Austin Convention Center will provide all electrical service. An Electrical Order Form will be provided in the exhibitor packet for the Electrical Service in accordance with the established rates and policies. Spotlights and special lights may be obtained from the Decorator on a rental basis.

8. Texas Department of Motor Vehicle Rules:

In order to fully comply with the laws of TXDMV, the Show Management will submit all necessary documents to the state office 60 days from show date. All mandatory documents (licensee participation applications) must be received by the show management office before then. Failure to do so may result in fees from TXDMV or removal from show.

9. Use of Space:

- a. The space of the Exhibitor is to be used solely for the purposes set out in its contract with the Show Management. In installing, conducting and removing its exhibits, the Exhibitor is to comply with regulations of the Building in which the show is presented.
- b. Move in and move out schedules are developed so as to facilitate an orderly flow. Specific appointed times must be followed. Non-conformance to the schedule will be subject to removal from the show or resale of space.
- c. All decorations must be fireproofed.
- d. The Exhibitor shall not allow nails, screws, or tacks to be driven into the building walls or pillars, nor deface the same in any way.

- e. No tape is allowed on the walls. If you use carpet in your area and install it with carpet tape, all tape must be removed from your exhibit area at move out. Exhibitors will be charged if Convention Center staff has to remove your tape after move out.
- f. Disturbing noises or forms for attracting attention to an exhibit which are objectionable to the Show Management or that infringe on other exhibitors will be excluded. Show Management prohibits disruptive or offensive live or recorded audio or video or light system presentations, unauthorized public address announcements, and/or the disbursement of promotional materials or handbills by exhibitors at any point beyond the immediate proximity of their display space. Bullhorns, independent public address systems or announcements are prohibited.
- g. Helium balloons are prohibited in the Austin Convention Center. Exhibitors may use air balloons. Specialty balloons must be approved by Show Management and require Fire Marshall approval.
- h. The Show Management reserves the rights to exclude, evict, or remove exhibits that are or may become objectionable and contrary to the general character of the show.

10. Subletting Space:

The Exhibitor shall neither assign this contract, sublet in any fashion any part of the space herein specified, nor display the name of any other firm in said exhibit. Subletting is specifically prohibited and cause for removal from the show.

11. Liability:

Management either collectively, individually or otherwise, shall not in any way be liable, nor shall they be required to maintain insurance, for any damage or loss, regardless of the cause of the same, either to person or property, sustained by the Exhibitor and/or his employees and representatives.

12. Observance of Law and Regulations:

The Exhibitor, its employees and representatives shall observe and comply with all Federal, State, Municipal, and Building Management laws, charters, ordinances, rules and regulations of the State, City and Building in which said show is presented.

13. Privileges:

The actual occupancy of the space contracted for by the Exhibitor is of the essence hereof, and in the event the Exhibitor does not occupy said space, or fails to comply in any other respect with the terms of this contract, the Show Management shall have the right, without notice to the Exhibitor, to occupy or cause said space to be occupied in any manner it deems best, without such occupancy working a forfeiture of the sums to be paid and the covenants to be performed by the Exhibitor under their terms of this contract, and in connection herewith, the Exhibitor expressly agrees to pay the full sum agreed to be paid for said space regardless of whether it has been occupied by the Exhibitor or not, less only the net amount, if any, that the Show Management receives from any re-letting of such space to other Exhibitors, but the Show Management shall have no obligation to re-let such space.

14. Show Management Lien:

The Show Management shall have lien for the payment of all sums due under the terms of this contract upon any and all personal property of the Exhibitor, which is or may be put in the building in which the show is presented, and such lien may be enforced by and at the option of the Show Management for the non-payment of any sum due by the taking and sale of said property at public or private sale after ten days notice in writing of the time and place thereof has been given by registered mail to the Exhibitor at the address of the Exhibitor set out in this contract.

15. Termination for Cause:

Exhibitor agrees that the Show Management shall have the right to terminate this Agreement and to exclude Exhibitor from participation in future shows if Show Management reasonably determines that Exhibitor has engaged in activities constituting dishonesty, criminal activity or intentional deception of persons to whom Exhibitor has sold products.

Exhibitor agrees that for a period of two (2) years after the later of:

- a. the last use by Exhibitor of the facilities of the TRVA Austin RV Shows or
- b. the date on which a determination is made by Show Management to exclude Exhibitor from future participation in TRVA Austin RV Shows.

16. Insurance:

Exhibitor agrees to provide a certificate of insurance with the appropriate facility listed as an additional insured as instructed by the Show Management with limits at least:

- a. Commercial General Liability with a combined single limit of \$1 million per occurrence and \$1 million aggregate including products, completed operations and contractual liability.
- b. Fire Legal Liability with limits of \$50,000.
- c. Comprehensive Automobile Liability with a combined single limit of \$500,000 including owned, now-owned and hired coverage.

Revised November 17, 2006