

CONTRACT TERMS AND CONDITIONS

Texas Food & Fuel Association reserves the right to waive, modify, amend or otherwise alter any provision of these Terms & Conditions and Rules & Regulations. Such waiver, modification, amendment or alteration shall apply only to the provision waived, modified, amended or altered. All other provisions contained herein shall remain in full force and effect as written.

1. SPONSOR: The 2025 Southwest Fuel & Convenience Expo is sponsored by the Texas Food & Fuel Association, 401 W 15th St., Suite 510, Austin, TX. For purposes of this document, the sponsor may be designated as the "Association" or "Show Management."

2. ELIGIBLE EXHIBITS: Firms and organizations eligible to apply for exhibit space are those that manufacture, supply, or distribute products, services or equipment to the motor fuels, convenience and/or grocery industry.

3. ASSIGNMENT OF SPACE: Priority for booth assignments will be given to previous exhibitors based on the priority point system. Each company will select their booth(s) space online based on the priority point system. Show Management reserves the right to make adjustments and modify exhibit space, if necessary.

The priority point systems will expire on November 22, 2024. After the expiration of the priority point system, exhibit space will be assigned on a first-come, first-served basis. Every effort is made to assign comparable space when choices are not available.

4. EXHIBIT FEES: Exhibit fee includes exhibit space with side and back drapes and standard sign with company name and booth number, two full complimentary exhibitor badges, four exhibitors only badges, per 10'x10' space occupied, listing in the TFFA Pre-Show Magazine, Show Guide (if exhibitor meets deadline and exhibit space is paid in full), advance and final attendee registration lists, and general show security.

Booth carpet, furnishings, electricity, internet, and other exhibitor services are not included in the exhibit fee.

Booth space must be carpeted or covered. If such surfaces remain unfinished one-hour below the Expo opens on Tuesday, June 10, 2025, Show Management shall authorize the official service contractor to carpet the booth space at the exhibitor's expense. Exhibitor is responsible for all costs associated with carpet, furnishings and other ancillary services.

5. PAYMENT TERMS: The fee for booth space is \$2,150 per 10'x10' for exhibiting companies who are members of the Association in the exhibiting year. Exhibiting companies not members of the Association may join as a Supplier member to be eligible for member pricing. The price for non-members is \$3,150 per 10'x10' booth space.

- Exhibitors contracting booth space during Pre-Sell and prior to January 31, 2025, must pay a 50% deposit to confirm booth space. Final payment for Pre-Sell booths due by **March 3, 2025**.

- Exhibitors contracting booth space after **February 3, 2025** must pay in full.

All Members must be in good standing at the time of the Expo in order to receive the Member rate for booth space.

6. PAYMENT: Please make checks payable to: Texas Food & Fuel Association, 401 West 15th Street, Suite 510, Austin, TX 78701. A confirmation for booth space will be emailed. Checks or dollar bank drafts received which result in "non-sufficient funds" (NSF) status will result in immediate cancellation of booth space with no reinstatement.

7. SHOW CANCELLATION: In the event of cancellation of the show due to fire, strikes, authority of the law, act of God, war, pandemic (including, but not limited to, COVID-19); epidemic; outbreak of infectious disease or other health crisis; riots, terrorism or any like occurrences, beyond the control of the Association, the Association reserves the right to cancel the Southwest Fuel & Convenience Expo. Contracted exhibitors will be notified via electronic mail, regular mail, or any other reasonable means by Show Management as soon as practicable. Upon any Show cancellation, the following shall apply:

Exhibitors will have the option of:

- Requesting by written notice within 30 days after the announcement of the Expo cancellation to transfer funds to the following year or request a 100% refund. The Association has up to 90 days from the receipt of the written notice to issue a refund; **or**
- If the Association does not receive written notice requesting a refund, the booth fees will be transferred to the following year's Expo dates.

8. CANCELLATION OF BOOTH SPACE: Cancellation of booth space must be made in writing to the Association (TFFA) office by the exhibitor. In the event of cancellation by an exhibitor or Show Management, the Association shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following schedule:

Through March 1, 2025: **No Penalty**
 March 1, 2025 – April 30, 2025: **50% of Amount Paid**
 After April 30, 2025: **No Refund**

Unless arrangements for delayed occupancy have been approved in writing by the Association, any space not occupied by the end of exhibitor move in, will be forfeited by the exhibitor. Such space may be resold, reassigned or used by the Management as it sees fit, without refund.

9. MOVE-IN/MOVE-OUT SCHEDULE:

EXHIBITORS MOVE-IN

*Tank Trailers/Vehicles/Car Wash Units Only**

Sunday, June 8, 2025

8:00 AM – 12:00 PM*

Monday, June 9, 2025

8:00 AM – 5:00 PM

Tuesday, June 10, 2025

8:00 AM – 9:30 AM

EXHIBITORS MOVE-OUT

Wednesday, June 11, 2025

2:00 PM – 5:00 PM

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**Tank Trailers, Tank Trucks and Car Wash exhibitors ONLY must contact Annette Hicks, CMP, at (512) 617-4302 or ahicks@tffa.com before May 9, 2025 to schedule move-in time.*

Dismantle of exhibits begins no earlier than closing Expo hours on June 11. All exhibitor freight must be removed by 12:00 PM on June 11.

10. EXPO HOURS:

Tuesday, June 10, 2025 10:00 AM – 3:00 PM
Wednesday, June 11, 2025 10:00 AM – 2:00 PM

11. HOLD HARMLESS AND INDEMNIFICATION:

a. Each exhibitor shall be liable for and agrees to defend, indemnify, and hold harmless the Association, its directors, officers, agents, and employees (the "Indemnities") from and against any and all claims, damages, causes of action, liability and judgments arising out of or relating to this agreement. Exhibitor further agrees to indemnify the Indemnities from any violations of the representations and warranties contained herein or any other violation of these terms and conditions. This indemnity shall include, but shall not be limited to, the costs of investigating or defending against any claims, demands, or causes of action (including attorneys' fees and costs of litigation); the amounts of any findings of liability against the Association and the amounts of any judgments against the Association. Notwithstanding anything in the foregoing, nothing in this agreement shall be construed to deprive the Association of the right, in its sole discretion, to select counsel to defend the Association against any and all such claims, demands, causes of action, liability and judgments. In addition to the above, and with the exception of injury or damage caused by the Association's sole gross negligence, exhibitors shall be strictly liable for any and all damage or injury (including, but not limited to, injury or damage caused to individuals or property) arising from or in any way related to this agreement or the show. In addition, any exhibitor serving alcoholic beverages shall (1) obtain liquor liability insurance to cover any claims which might or could arise from the service or consumption of alcoholic beverages at the show, and (2) be solely responsible for any injury resulting either remotely or proximately from the service or consumption of alcoholic beverages at the show. Exhibitors shall indemnify and hold harmless the Association against all loss, expense or damage on account of any injury or illness caused by the distribution and/or sampling of food products.

b. The limitations on the Association's liability specifically include, but are not limited to, the following:

1. The Association shall not be liable for the acts or omissions of the facility, the service contractor, all other contractors and subcontractors, other exhibitors, the show attendees, and/or any other persons or parties, and the Association shall not be liable for the acts or omissions of any of the directors, officers, agents and/or employees of the facility, the service contractor, all other contractors and subcontractors, other exhibitors, the show attendees and/or any other persons or parties.

2. THE ASSOCIATION WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR

PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF REVENUE OR PROFITS ARISING IN CONNECTION WITH THE AGREEMENT, THE TERMS AND CONDITIONS, THE APPLICATION, AND/OR THE SHOW, EVEN IF THE EXHIBITOR HAS BEEN ADVISED OR THE POSSIBILITY OF SUCH DAMAGES.

12. INSURANCE: Liability insurance, property insurance and worker's compensation, with a minimum limit of \$1,000,000.00, must be taken out by each exhibitor at his own expense, as required. Exhibitors are encouraged to take out a portal-to-portal rider on their own insurance policy protecting them against loss through theft, fire, damage, etc. The exhibiting company must furnish to Show Management an insurance certificate naming **Texas Food & Fuel Association**, the Official Show and City Contractors, the **City of Fort Worth**, the Facility, and **AEX Convention Services**, General Contractor, as additional insureds, in an amount of not less than \$1,000,000 liability which is to include coverage for damage to property.

13. SECURITY: The Association will provide security throughout the official period of installation, showing and dismantling. The Association, the Fort Worth Convention Center and the Official Show Contractor (**AEX Convention Services**), and any officer, director, agent or employee thereof, will not be liable for any damages to the persons, property, or business of the exhibitor, its agents or employees for injury, theft, damage by fire, accident or any other cause. The Association, the Fort Worth Convention Center and the Official Service Contractor (**AEX Convention Services**), will be indemnified and held harmless by the exhibitor from any claim by any of the exhibitor's agents or employees for injury, loss or damage. The exhibitor further agrees not to do or suffer anything to be done, in connection with the Southwest Fuel & Convenience Expo, by which persons or property may be injured or damaged, or by which rights of whatever kind, including patent and trademark rights, may be violated and the exhibitor agrees to indemnify and hold harmless the Association, the Fort Worth Convention Center, and the Official Service Contractor (**AEX Convention Services**), and their officers, directors and employees from any claim for any such injury, damage or violation.

14. MATERIAL HANDLING LOCAL UNION LABOR: The Local Union has jurisdiction for the operation of all material-handling equipment, all unloading and reloading, and the handling of empty containers.

EXHIBITORS may unload their own personal vehicles (POVs) provided they do not use any material handling equipment (fork-lifts, flatbeds, pallet jacks, etc.)

NOT ALLOWED: 4-wheel Hand Cart, Pallet Jacks, etc.

ALLOWED: Two (2) wheel dollies are allowed.

The following types of vehicles are considered POVs and will be allowed to unload/load in the designated POV ramp area after checking in.

- ✓ Passenger Automobile
- ✓ Mini Van
- ✓ SUV
- ✓ Pick-up Truck

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15. EARLY MOVE-OUT POLICY: For all attendees and exhibitors' safety, Show Management **does not allow** early move-out/dismantle of booth displays. Each exhibitor is required to keep the exhibit space fully set up through Wednesday, June 11, at the end of the show hours at 2:00 PM. **Early move-out could result in loss of seniority year.**

16. BOOTH DESIGN & USE OF EXHIBIT SPACE: All booths are clearly shown on the floor plan.
Inline: Exhibit spaces are 10 feet wide by 10 feet deep. Dimensions and locations believed but not warranted, to be accurate. Prefabricated displays should be two inches less than width of a booth. In the rear 5-feet of the booth, display material may reach the maximum height of 8 feet. In the remainder of the booth, display material may not exceed the 4-foot height of the side rails.

Island: An island exhibit is a block of four or more booths with aisles on all four sides. An island display may go up to a height of 16-feet, ceiling height permitting. The exhibitor will be charged for booths and/or aisles eliminated to create this island design. A 50%, see-through effect on the portion of the booth from floor to 8-feet minimum height is required to prevent blocking views of adjacent exhibits.

Peninsula: A peninsula exhibit is a combination of four or more units back-to-back with aisles on three sides. A peninsula may go up to a height of 16-feet, ceiling height permitting except within 10-feet of the neighboring booths. Displays in this area may extend to 16-foot height, ceiling height permitting in the center 8 foot, but are limited to a 4-foot height of the remaining space closest to the aisles. Exhibitors must submit in writing no later than 60 days prior to the show requesting a two-story space with a proposed plan for approval. Two-story displays are subject to approval by Show Management and the Fire Marshal.

Perimeter: A perimeter exhibit space is an In-line exhibit space that is located on the outer-perimeter of the expo floor, with no exhibitors behind them. Display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. All display fixtures, components including graphics and identification signs are allowed a maximum height of 12-feet only in the rear half (measuring 5 feet from the back wall) of the exhibit space. A maximum height of 4-feet is allowed in the front half of the exhibit space (measuring 5 feet from the aisle).

Exposed unfurnished sides of the exhibit backgrounds must be draped to present an attractive appearance. If such draping is not ordered, the decorator, with the approval of Show Management, will install draping and charge the exhibitor.

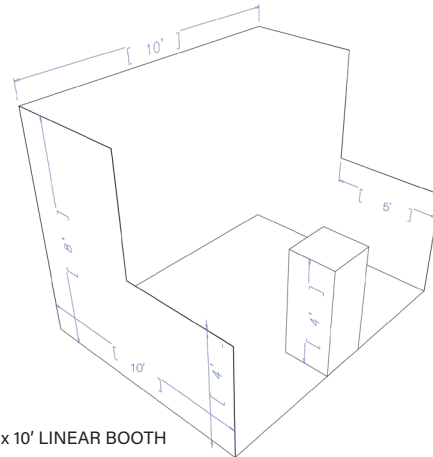
Carpet: The expo hall is not carpeted. **Exhibit spaces are required to have carpet or floor covering.** You are allowed to bring your own or you can order it from the official **Service Contractor (AEX Convention Services).**

17. CEILING HEIGHT REQUIREMENTS: Standard 10'x10' booths height of displays **may not exceed the height of the 8' foot drape on the back of the booth space.** Island booths

do not include draping or an ID sign and height restriction is 16'. Split Island booths share a common back wall separating the adjoining booth and height restriction is 8'. **Booth ceiling heights will be strictly enforced by Show Management.** If you feel your booth display exceeds the height restriction, please contact Show Management. **Failure to comply may result in loss of seniority years.**

18. LINE OF SIGHT RESTRICTION: In-line booth displays, including the sign, may not exceed the 8-foot back-wall height. **Display materials will not be permitted to exceed 4 feet in height in the front 5 feet of the booth. Line of Sight will be strictly enforced by Show Management.**

For example, in a standard 10' x 10' or multiples thereof, structures above 4 feet must begin at least 5 feet back from the aisle line (Line-of-Sight exceptions: Split Island Booth, Peninsula and Perimeter Booths). See booth diagram below.



10' x 10' LINEAR BOOTH

19. EXHIBIT DESIGN AND INCLUSIONS: Exhibitor agrees to abide by exhibit display and construction guidelines published by IAEE and included in the Exhibitor Services Toolkit. All Exhibitors must remain within the confines of their own space, and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury, or disadvantageously affect the display of other Exhibitors. TFFA will be the sole assignor of the Exhibitor's space location and reserves the right to rearrange the floor plan and relocate any exhibit upon notification with said Exhibitor.

20. SUBLETTING EXHIBIT SPACE: Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them except upon written permission from the Association. Exhibitors sharing a booth must seek approval from the Association in writing with company name and relationship between the parties proposing to share booth space. Upon approval, only one contact name, company name and address may be given on the exhibit booth contract as the key contact for the booth. This person will be responsible for the booth fees and providing exhibit information to all others sharing the booth space.

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21. BOOTH RELOCATION: Show Management reserves the right to move or relocate an exhibitor's booth at any time for any reason. In the event Show Management must relocate an exhibitor, Show Management will provide the exhibitor with verbal or written notice of the relocation. If an exhibiting company relocates to another exhibit space, whether by choice or at the request of Show Management, it is the exhibitor's responsibility for any relocation fees if utilities and the display must be moved.

22. LABOR: Exhibitors must comply with union work rules where applicable. Union labor will be made available. Any union requirements and the use of union personnel are the sole responsibility of the exhibitor. The exhibitor is responsible for its display being erected and dismantled but understands it may not be allowed to do the work itself.

23. EXHIBITOR APPOINTED CONTRACTORS (EACS): Exhibitors who plan to have an exhibit service firm (other than the Association's Official Contractor) to unpack, erect, assemble, dismantle, and pack displays must notify Show Management in writing on or before 30 days prior to the first day of move-in of the name of the service firm and address.

The service firm must furnish to Show Management an insurance certificate naming **Texas Food & Fuel Association**, the Official Show Contractor, the **City of Fort Worth**, the Facility, and **AEX Convention Services**, General Contractor, as additional insureds, in an amount of not less than \$1,000,000 liability which is to include coverage for damage to property.

EACs may not utilize or operate any type of material handling mechanical or powered equipment. **NOT ALLOWED: 4-wheel Hand Cart/Wagon, Pallet Jack, or 4-wheel Flatbed**

24. EXHIBITOR DATA: As part of the application process, exhibitors are required to provide certain corporate or personal information, including, but not limited to, name, address, telephone, fax numbers, e-mail addresses and the identity of and information pertaining to contact persons. By submitting an Exhibit Space Application and Contract, the exhibitor acknowledges and agrees that all data provided by the exhibitor in its application may be assigned or otherwise transferred in the sole and exclusive discretion of the Association.

25. EXHIBITOR SERVICE KIT: Show Management's Service Kits will be available online and notification will be sent to the Official Show Representative for each exhibiting company from the Official Service Contractor (**AEX Convention Services**). The Service Kit will have all necessary information forms for installation, schedules and prices regarding shipping drayage, labor, electrical use, furniture, carpet, A/V equipment etc.

26. BOOTH REPRESENTATIVES: Company representatives (models, booth personnel, etc.) must be appropriately clothed and dressed in good taste at all times and must be properly registered and wear a name badge. The use of "human arrows", soliciting and roaming the

exhibit hall by models is prohibited. Distribution of giveaways, handouts, and any type of promotion must be conducted within the confines of the exhibitor's booth.

27. AGE RESTRICTION: Children under the age of 16 years will not be permitted in the Exhibit Hall during move-in or move-out hours. During show hours, no one under the age of 16 will be admitted to the exhibit hall unless in the company of an adult. Proof of age may be required. **STROLLERS ARE BANNED FROM THE EXHIBIT HALL.**

28. SELLING ON THE EXHIBIT FLOOR: Exhibitors may sell their products directly to attendees on the show floor. However, exhibitors must abide by city and state laws and are solely responsible for the collection and remittance of any sales or other taxes.

29. SOUND DEVICES: Sound presentation will be permitted if kept to conversational level and if not objectionable to neighboring exhibitors. Show Management reserves the right to restrict the use of booth illumination. Exhibitors will confine their activities to the space for which they have contracted. They are not permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booths. No sampling distribution includes convention delegates hotel rooms, corridors and public areas.

30. LIGHTING: Booth display lighting or LED signs are permitted if part of the product demonstration. LED lights and signs must be set for display at a reasonable level not harming or being offensive to neighboring booths, booth personnel and show attendees. Racing lights, flashing lights and strobe lights are considered offensive to neighboring booths and are not permitted unless it is part of the product demonstration. Show Management reserves the right to determine when it becomes objectionable.

31. FIRE & SAFETY LAWS: All safety rules, regulations and statutes must be strictly observed. Wiring must comply with the fire department regulations. All decorations must meet flameproof tests prescribed by local ordinances. Crepe paper or corrugated paper, flame proofed or not, is not permitted in displays. Exhibits which in design, operation, or product are determined by Show Management to be offensive, obscene, or objectionable will be prohibited.

32. SMOKING: Smoking is not permitted in the Exhibit Hall and all attendees and exhibitors must conform to smoking laws in place at the Fort Worth Convention Center.

33. SUITCASING POLICY: Show Management does not permit solicitation from non-exhibiting companies. Any individual observed participating in activities to solicit or sell products to event attendees or exhibitors without having a booth at the event (which is known as suitcasing) will be asked to leave immediately. Please report suitcasing activities to Show Management immediately.

34. CONSENT TO USE OF PHOTOGRAPHIC IMAGES: Registration and attendance at or participation in TFFA

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meetings, exhibitions and other activities constitutes an agreement by the registrant, Exhibitor or other attendee to TFFA's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

35. ADMISSION: The Association will have sole control over all admission policies. All attendees will register and wear a prescribed badge while in attendance. All issued badges remain the property of the Association. By accepting the badge, attendees agree to observe all guidelines governing the Expo.

36. HOUSING: Please call the Omni Fort Worth Hotel direct at (800-843-6664); refer to group code: TX Food & Fuel Association Annual Convention to reserve rooms. Please reserve your room early, as availability is limited. Reservation cut-off date is **Thursday, May 16, 2025**.

37. AUTHORITY OF SHOW MANAGEMENT: Show Management shall have the power to adopt, amend and enforce all show rules, and regulations with respect to the

kind, nature and eligibility of exhibitors adopted by it or set forth herein. Show Management has the power to enforce and amend all rules and regulations. Show Management's decision on such matters shall be final.

38. NOTICE: All notices and other communications relating to this agreement shall be in writing and shall be deemed to have been given, made and received only upon actual receipt of email to:

Annette Hicks, CMP
TX Food & Fuel Association
c/o Southwest Fuel & Convenience Expo
ahicks@tffa.com

39. ENTIRE AGREEMENT: The booth application, this agreement, and these terms and conditions constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing.