



**TRUCKLOAD CARRIERS ASSOCIATION
2022 Safety and Security Annual Meeting
EXHIBIT RULES & REGULATIONS**

DEFINITIONS - TCA is the Truckload Carriers Association and its authorized agents and representatives acting within the scope of their authority. Exhibitor, as used in these rules, means any person or company exhibiting/sponsoring in the TCA 2022 Safety and Security Annual Meeting. The decision of TCA in interpreting these rules shall be final.

CODES AND AGREEMENTS – Exhibitor hereby agrees to be bound by the Rules and Regulations of the Exposition, and all amendments thereto. Exhibitor further agrees to adhere to and be bound by: (a.) all applicable fire, safety, utility, and building codes and regulations; (b.) any rules or regulations of the facility where the Exposition is held; (c.) the terms of all leases and agreements between TCA and any other party relating to the Exposition.

ASSIGNMENT OF SPACE - TCA reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary without notice. No space will be assigned until contract and payment in full has been received and accepted by TCA.

PAYMENT - The cost of each 10' x 10' booth is as indicated on the front of this space application and contract under "Exhibit/Sponsor Rates". Full payment must accompany the exhibit space application and contract. No application for Exhibitor will be considered without payment.

BOOTHS - Standard booth backgrounds, side rails, and uniform two line signs (44" x 7") are provided without charge. Booth backgrounds are eight feet in height, and divider side rails are thirty-three inches in height. No display may exceed a height of eight ft from the building floor in the area five feet forward from the rear background of each Booth. In any portion of the Booth beyond five feet from the rear background of the Booth, all parts of the Exhibit shall be placed not to exceed four feet from the building floor.

EQUIPMENT - Booth equipment provided by TCA shall be returned to TCA at the end of the term of this lease, complete and in good condition, normal wear and tear accepted. Exhibitor shall have no right, title or interest in such equipment but only the right to use it under this lease. All other equipment shall be provided by Exhibitor at its own expense. All draping and decorative materials used by Exhibitor shall be flameproof. All Booth equipment shall be in keeping with and consistent with all rules, codes and regulations referred to under Codes and Agreements above. Exhibits not conforming to the outlined specifications, or which, in design, operation, or otherwise are objectionable in the opinion of TCA, will be prohibited.

HANDLING AND STORAGE - TCA and the owners or managers of the facility where the Exposition is to be held shall not accept or store display materials or empty crates. Exhibitor shall make arrangements for shipment, delivery, receipt and storage of materials through the Official Decorator/Drayer.

INSTALLATION AND DISMANTLING - All booths must be erected and ready for viewing by the earlier of either (a) the date and hour announced as the opening of the Exposition or (b) the official inspection time announced by TCA. TCA reserves the right to engage labor on behalf of Exhibitor if in the opinion of TCA; Exhibitor is unlikely to meet pre-designated deadlines. Exhibitor promises to pay promptly any invoices for such labor. Goods received by Exhibitor after the Exposition opening must be delivered to the official decorator or exhibit hall manager, who shall be designated by TCA, and set up during times when the Exhibit Hall is closed. Exhibit booth materials and displays may not, without approval by TCA, be removed from the exhibit hall until the hall has been officially closed. The deadline for clearance of materials from the hall will be indicated in the official decorator kit provided by TCA or by special notice and will be enforced. It is the responsibility of the Exhibitor to have display dismantled, packed, identified, and cleared for shipment by such time.

EXCLUSION OR REMOVAL OF THE EXHIBITOR'S PROPERTY - TCA reserves the right to remove from the hotel or Exhibit hall premises any or all of the property of Exhibitor should the Exposition be canceled or relocated or should the Exhibitor violate any of the conditions of the Exhibit Application and Space Contract. TCA shall have the right to exclude, remove at Exhibitor's expense, or to require modification of any display or demonstration, which, in its sole discretion, considers unsuitable to or not in keeping with the character of the Exposition. TCA shall have the right to demand modification of the appearance of dress of persons or mannequins used in connection with displays or demonstrations. If Exhibitor refuses TCA's demands, TCA reserves the right to exclude or remove, at Exhibitor's expense, the entire display or demonstration. TCA assumes no liability for damage to said property or obligation to return Exhibitor's booth payment or any part thereof.

DEFAULT OCCUPANCY - Failure to occupy space contracted for shall not relieve Exhibitor from the obligation of paying for such space at the full rental price, and TCA shall have the right to use such space as it sees fit to eliminate blank space in the exhibit hall, provided such booth space is not occupied one hour before the official show opening.

LIABILITY - The relationship between TCA and Exhibitor shall be that of independent contracting parties and this Agreement shall not be construed as creating a partnership, employer-employee relationship, joint venture or agency between TCA and Exhibitor. TCA, its employees, its members, their service contractors, agents and building and grounds officials are not responsible for the safety of the Exhibitor, its agents, employees, and representatives; or for the loss or damage to the property of Exhibitor from theft, fire, accident, vandalism or other causes. Any protection to persons or property provided by TCA, including but not limited to provision of security watchmen and other precautions that TCA may take to protect property during installation, show periods and removal, shall be deemed purely gratuitous and shall not give rise to any duty by TCA or any liability on its part. TCA shall not be liable for the fulfillment of this agreement as to delivery of space, if non-delivery is due to any one of the following causes; destruction of or damage to the building or the exhibit area by fire or act of God; acts of public enemy; strikes; war or war-like conditions; terrorist attacks; the authority of the law; or any cause beyond TCA's control. TCA will, however, in the event it is not able for any of the above named causes to complete its exhibit period, reimburse Exhibitors for any exhibit rental fees to be determined at TCA's sole discretion.

INSURANCE - All property of the Exhibitor will remain under Exhibitor's custody and control during transit to and from and within the confines of the exhibit hall. Exhibitor is advised to carry appropriate insurance coverage for property and liability against injury to the public. Exhibitor also agrees to indemnify, hold harmless, and defend TCA, its employees, its officers, and its agents from all claims, suits, or liability of any nature arising from the activities of the Exhibitor or any of his representatives or from the display or use of property of Exhibitor and as described above.

INDEMNIFICATION – Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Renaissance Nashville Downtown, its owners or managers which result from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, Truckload Carriers Association and the Renaissance Nashville Downtown, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitors use of the property. Exhibitor liability shall include all losses, costs, damages, or expenses arising from, out of, or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor occupancy and use of the exhibition premises, the HOTEL or any part thereof.

CANCELLATION OR RELOCATION OF EXHIBITION- In the event that the Exhibition is postponed due to any occurrence not caused by the conduct of TCA or Exhibitor, whether such occurrence be an Act of God or the common enemy or the result of war, riot, civil commotion, terrorist attacks, disease, sovereign conduct, or the act of conduct of any person or persons not party or privy to this Lease, then the performance of the parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation of the Exhibition, the obligations of the parties under this Agreement shall be automatically terminated and all rental payments under this Lease shall be refunded to Exhibitor, less a pro rata share of expenses actually incurred by TCA in connection with the Exhibition.

CANCELLATION OF EXHIBIT BOOTH SPACE - Exhibit space may be canceled by the Exhibitor up to April 7, 2022. All cancellations must be in writing to Kelly Schubert at kschubert@truckload.org by 5:00 PM (Eastern Time) on April 7, 2022. A refund of all sums, less a \$300 service fee, will be made. No refund will be made if cancellation is received after April 7, 2022. In the event of cancellation by Exhibitor at any time, TCA shall have the

right to rent the space to anyone else, without obligation to return the amount already paid, and the right to retain such amount as liquidated damages.

EXHIBIT HALL ACCESS - TCA will have sole control over admissions to the Exhibit area of all persons including Exhibitor personnel and/or registrants. All persons visiting the Exhibit area will be admitted according to the Rules and Regulations of the Exposition as issued or amended (with or without advance notice) by authorized representatives of TCA. TCA makes every effort to attract the maximum number of attendees to its Exhibition, but does not guarantee specific volumes or levels of attendance. Traffic by a specific booth is a function of the particular exhibit and not a responsibility of TCA.

USE OF SPACE - All demonstrations, sales activities, and distribution of circulars and promotion materials must be confined to the limits of the Exhibitor's booth. Exhibitor shall not assign, sublet or share the space assigned, nor display articles or materials not manufactured or sold normally by Exhibitor without prior written consent of TCA.

RESERVED RIGHTS – TCA and the Renaissance Nashville Downtown reserve the sole and exclusive right to sell or serve on, in, or about the EXHIBIT HALL any alcoholic beverages, soft drinks, food, souvenirs, or other merchandise, and no food or beverage, samples or otherwise, may be served or distributed by exhibitor without the prior consent of TCA and the Renaissance Nashville Downtown. TCA and Renaissance Nashville Downtown likewise reserve the right to eject any objectionable persons from the Exhibit Hall that has not received TCA's and the Renaissance Nashville Downtown's consent. Any such person so ejected shall be deemed to have waived any right and all claims for damages, reimbursement, or reinstatement, against TCA, Renaissance Nashville Downtown, and their respective agents and employees.

LIVE OR RECORDED MUSIC – Exhibitor's are responsible for any copyright licensing fees resulting in the use of music, live or recorded. Exhibitor agrees to indemnify TCA for any liability arising from the unlicensed performance of such music.

GOVERNING LAW - The laws of the Commonwealth of Virginia shall govern this contract, rules and regulations. Any mutual agreement by the parties not to enforce any provision of these rules and regulations shall not void the entire agreement. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be submitted to arbitration in accordance with the commercial Arbitration Rules of the American Arbitration Association. Any judgment and/or awards rendered by the arbitrator(s) shall be final and binding.

Authorized Signature

Name