

The State of Texas)



2021 WTX Women Exhibitor Booth Contract

) KNOW ALL MEN BY THESE PRESENTS:					
County of Midland)						
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This contract is made by and between the parties hereto and for the purposes and privileges expressed herein. The Parties to the agreement are the Midland Chamber of Commerce, a non-profit corporation located at 303 W. Wall, Suite 200, Midland County, Texas, (hereinafter referred to as "MCOC") and

(Business Name) (hereinafter referred to as "Exhibitor").

STIPULATIONS OF CONTRACT:

Upon acceptance of this contract by the MCOC, Exhibitor has agreed to operate a booth in assigned area inside the Bush Convention Center (105 N Main St, Midland, TX 79701) for the WTX Women symposium.

TERMS OF AGREEMENT:

The terms of this agreement shall begin Wednesday, September 1^{st} , 2021 at 7:00 AM and shall conclude Thursday, September 2^{nd} , 2021 at 7:00 PM.

Exhibitors will pay a total sum of \$175.00 (\$250 for VIP) for rent per booth space. Full payment is due on or before Wednesday, August 18th, 2021 by 5:00 p.m. Any payments returned by the bank for ANY reason will void this contract and Exhibitor will lose all rights to participate in this or any future events.

No refunds will be issued after August 18th due to cancellation (voluntary or involuntary). <u>Any request for a refund must be formally submitted in writing to the MCOC no later than 5:00 p.m. August 18th, 2021.</u>

DISTINCTION OF LEVELS:

<u>Regular Booth (\$175)</u>— A Regular Exhibitor Booth will receive all basic rights outlined within this agreement outside of those reserved for VIP Exhibitor booths.

<u>VIP Booth (\$250)</u>—VIP Exhibitor Booths will receive all basic rights outlined within this agreement in addition to the following.

- Option to select booth location from the available spaces indicated by the MCOC on a first come first serve basis amongst VIP exhibitors
- Opportunity to provide swag items for the attendee/speaker welcome bags

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Location Assignments and Load-in Procedures:

(initial each box to acknowledge agreement to these procedures)

 Exhibitor understands that booth locations will be assigned by the MCOC unless purchased as a VIP
Exhibitor Booth. VIP Exhibitors will have the opportunity to select their booth location on a first come first
serve basis.
 Exhibitor will be assigned a set-up time based on spot selection. Load-in times will occur between 8 AM – 4
PM on Wednesday, September 1 st , 2021. If Exhibitor arrives more than 5 minutes after specified load-in
time, they will be re-assigned at the sole discretion of the MCOC. Exhibitors arriving early will be directed
to wait until their assigned load-in time slot.
 Everything must be unloaded and set-up by 4 PM on September 1, 2021.
 Exhibitors will NOT be permitted to tear down the booth until the conclusion of the Symposium on
Thursday, September 2, 2021 at 6 PM.

Exhibitor agrees to have all fixtures, materials, and other related items in place and fully constructed and ready to inspect, no later than 4 PM local time on September 1, 2021. Exhibitor *may choose* to operate between the hours of 5:30 PM- 8 PM, on Wednesday, September 1, 2021 but are not required to do so. Exhibitor <u>agrees to operate said booth between the hours of 8 AM and 6 PM, on Thursday, September 2, 2021.</u> Failure to operate between agreed times shall constitute default in the terms and conditions of the agreement unless otherwise directed by the WTX Women Exhibitor Chair(s).

<u>Exhibitor agrees to close at 7 PM on Thursday, September 2, 2021 local time</u> Exhibitor agrees to remove all booth materials from assigned area no earlier than 6 PM and no later than 7 PM on Thursday, September 2, 2021.

Exhibitors may distribute printed materials and promotional items for their business only. Material distribution is limited to the booth operator. (i.e. Exhibitor cannot purchase booth for their business and distribute information/ promotional items for other business, organization, club or group.) A list of materials to be distributed must be provided to the MCOC in advance. Exhibitor further agree not to post bills or signs not directly related to their business for public view. No political or discriminatory information of any kind will be permitted to be distributed or displayed at this event. Any printed matter of any kind must be approved by the MCOC. Failure to meet these requirements will result in closure of Exhibitor's booth and business will not be permitted to advertise at future MCOC events. In the event an Exhibitor fails to meet requirements, the booth rental fee is non-refundable.

Spaces for regular (non-VIP) Exhibitor booths are sold and assigned on a first come first served basis. The MCOC will determine the placement of all Exhibitor booths. Contract must be signed and returned to hold Exhibitor space. No booth space will be assigned until completed application and payment in full is remitted to MCOC.

pg. 2 of 5	Initial





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exhibitor agrees to confine operation to the location and space as designated by the MCOC. Exhibitors will only be allotted space for an 8 ft rectangular table. Booth space must be occupied. Space may not be purchased and left unoccupied, nor may space be used for any other purpose other than business information distribution or the sale of non-food/beverage goods. (i.e. decorative displays, booth entertainment, boutiques etc.) Exhibitor agrees and understands that this agreement in no way allows the contracting Exhibitor to sublet, loan or provide space usage to another person, persons, group or organization.

Exhibitor is responsible for providing all materials needed to set up and run booth other than the 8 ft rectangular table. Each Exhibitor is responsible for signs, and volunteers/workers to man booth during all operational hours. Exhibitor booth MUST be fully self-contained. No electricity access will be guaranteed.

Exhibitor agrees to keep all litter clear in the vicinity of Exhibitor's location during the terms of this agreement.

Exhibitor agrees not to operate any loud-speaker system, radio or television at the assigned location during the terms of this agreement.

Exhibitor agrees to be totally responsible for payment and/or costs of all licenses, taxes and fees incurred as a direct result of this agreement. Exhibitor agrees to sell only goods/items which the Exhibitor is lawfully allowed and/or permitted to do under the laws of the State of Texas and the United States Federal government. Exhibitor further agrees to save, indemnify, and hold harmless the MCOC, Bush Convention Center, any and all event sponsors, its employees, officers, agents and members, their heirs, successors or assigns with regard to any claims, actions, events, litigation, or adverse results regarding the use of the products distributed by the Exhibitor during the terms of this agreement. The MCOC is NOT responsible for any losses, damages or theft.

CONDITIONS OF DEFAULT:

Should the Exhibitor violate any of the above STIPULATIONS & CONDITIONS OF CONTRACT, it shall be the right of the MCOC to cancel this contract. MCOC will retain all payments made including deposit.

Questions regarding event or contract can be directed to WTX Women Exhibitor Chairs:

Abigail Davis | Office: 432-686-3562 | Email: <u>abigail@visitmidland.com</u> Sarah Tankersley | Office: 432-683-3381 | Email: <u>saraht@midland.biz</u>





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Mail Contracts, Payments, & Insurance Policies to: Midland Chamber of Commerce

Attn: Sarah Tankersley 303 W. Wall, Suite 200 Midland, TX 79701

To pay by credit card, call the Midland Chamber at (432) 683-3381

Please fill out completely and RETURN Contract to the Midland Chamber of Commerce

Payment is due at the time of contract submission and must be turned in before the deadline on August 18th, 2021. Failure to submit any supporting paperwork before the deadlines will result in the Exhibitor not being guaranteed a Exhibitor space at WTX Women 2021. Exhibitor spots are limited and will be allocated to those who submit ALL necessary paperwork and payments first.

AGREEMENT:

This contract is made by and between the parti The Parties to the agreement are: Midland Cha			•						
Wall Suite 200, Midland County, Texas, and			• (Business Name)						
Parties to this EXHIBITOR BOOTH CONTRACT and EXHIBITOR BOOTH GUIDELINES are agreed upon and entered									
nto on (written date), 2021. The State of Texas law shall govern this Contract.									
Business Name:	Contact Name: _								
Mailing Address:	City:	_ State:	Zip:						
Main Phone Number:	_ Secondary Phone Number:								
Email Address:									
Required Exhibitor Booth Space Dimensions: 8 f	<mark>ft Table</mark>								
Booth Space Requested: □ Regular (\$175)	□ VIP (\$250)								
Please list all printed materials and promotional items to be distributed:									
Authorized Exhibitor Signature:			Date:						
MCOC Authorized Signature:		[)ate:						

pg. 4 of 5

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