



TREE CARE INDUSTRY ASSOCIATION (TCIA)

Application & Contract for TCI EXPO 2021 - Indianapolis, IN Exhibit Space

Location: Indiana Convention Center

Show Dates: November 4 - 6 2021

Move-In: November 1 - 6 2021

Exhibitor Firm Name:

Exhibitor ID:

Member Status:

Address:

Paid Thru:

Toll Free:

Phone:

Company Email:

Contact Name:

Contact Email:

Secondary Contact:

Secondary Contact Email:

Booth Sign:

Show directory description of products/services featured at EXPO: (50 words max *) * We reserve the right to edit

Booth Numbers:	Booth Dimension #'s :
Total Due: \$	Competitors to Avoid: _____

___ TCIA Corporate Member: \$1750/\$1800

___ Non-Member: \$2180/\$2230

We hereby apply for exhibit space at TCI EXPO on the above-stated dates. We understand that upon acceptance by TCIA, this application becomes a contract under the Terms and Conditions set forth herein on pages 2-5. We understand this application and the terms and conditions constitute the entire agreement on this matter, superseding all previous agreements. We understand that booth space will be allocated on a first-come, first-served, deposit-received basis, subject to contract acceptance by TCIA. We will accept booth space assigned by TCIA and agree to accept re-assignment, if necessary, to create a more effective TCI EXPO.

___ I have read the Terms and Conditions on pages 2-5 and agree to be bound by them if my application is accepted.

TCIA: 670 N. Commercial Street – Suite 201, Manchester, NH 03101; PH: 800-733-2622

Authorized TCIA Approval: *D. Affelt*

All contracts must be signed and dated. Fax completed contracts to 603-314-5386 or scan and email to Corporate@tcia.org

* TCIA cannot accept payment information by email. Email transmission is not always secure and therefore credit card information is not adequately protected. Do not send any credit card information to TCIA via email. TCIA shall have no liability for any losses related to credit card information.

Amount Paid: _____	Method of Payment : _____
Card Number: _____	Exp Date: _____ Invoice
25% Non-Refundable Deposit Due January 5, 2021	* Final payment due no later than June 15, 2021

** Authorized Signature for this Application: _____

** Date: _____

**** Required**

TREE CARE INDUSTRY ASSOCIATION, INC. (TCIA)

TERMS AND CONDITIONS FOR EXHIBITOR PARTICIPATION IN TCI EXPO 2021

DEFINITIONS: "TCIA" refers to the Tree Care Industry Association, Inc. "Exhibitor" refers to the applicant for exhibit space named in the application & contract accompanying these Terms and Conditions; "Facility" refers to the location of the TCI EXPO named in this application & contract. The "Event" refers to the TCI Expo.

BOOTH ASSIGNMENTS: TCIA cannot guarantee booth location but shall use its best efforts to locate the Booth(s) in one of the locations designated by Exhibitor from the general floor plan. TCIA will use reasonable efforts to accommodate Exhibitor requests for separation of its booth from competitors. Notwithstanding the above, TCIA may change the location of booth assignments in its sole discretion as it deems necessary.

Booth Layout and structures: Exhibitors are not allowed to erect walls and any other structures which hinder either the line of sight of neighboring booths or which extend beyond the footprint of an Exhibitor space. If in doubt, Exhibitors should contact TCIA for approval at the contact information provided at the end of these Terms and Conditions. TCIA reserves the right to require Exhibitors to remove any structures TCIA in its discretion has determined hinders the line of sight of neighboring booths or otherwise interferes with other Exhibitors. Access is not allowed to the exhibit floor ahead of the scheduled move-in determined by TCIA.

ASSIGNMENT: Exhibitor shall not assign its rights to the Booth(s) or any equipment provided by TCIA without written notice to, and written approval from, TCIA, which approval shall be at TCIA's sole discretion.

LICENSING FEES: Exhibitors are responsible for obtaining any licenses and paying all licensing and royalty fees that may be due as a result of Exhibitor's use of any copyrighted materials in its booth. This includes but is not limited to music license fees for live, recorded or mechanical music used in videotapes, music tapes or otherwise that are due to ASCAP, BMI or other copyright owners. Without limiting the indemnification provisions set forth elsewhere in these Terms and Conditions, Exhibitor hereby agrees to indemnify, defend, and hold harmless TCIA from and against any and all liability that arises from actual or alleged copyright infringement or other copyright license issues that may arise with respect to Exhibitor.

INSTALLATION & DISMANTLEMENT: Exhibitor agrees to comply with the Event's installation and dismantlement policies, including but not limited to assigned move-in and installation days and hours; submittal of all necessary move-in paperwork, and dismantlement days and hours. Exhibitor understands the importance of maintaining the Exhibit as active for the duration of the Event. Exhibits may not be removed from the Event Facility until final closing of the show unless permission is obtained in writing in advance from TCIA. Exhibitor is advised to prepare a pre-Event walk through list of any damage to the Facility near the Booth and submit such information to TCIA prior to erecting the Booth. Failure to complete any necessary move-in paperwork by its applicable due date may result in the forfeiture of the Exhibitor's booth reservation and assignment. Also see "Damage" section of these Terms and Conditions.

EXHIBITOR APPOINTED CONTRACTORS: Exhibitor shall be liable for all damages in connection with its construction, installation and dismantlement of the Exhibitor Booth. Without limiting indemnification provisions set forth elsewhere in this Agreement, Exhibitor agrees to indemnify, defend, and hold TCIA, its agents and employees, harmless from and against any claims or damages caused by any act or activities, including but not limited to construction, installation and dismantlement activities of an Exhibitor, its employees, agents or contractors at the Event. Exhibitor shall not be liable for acts of any contractor/decorator and drayage service contracted for by TCIA.

LIABILITY AND INDEMNIFICATION: Exhibitor hereby agrees to and does indemnify, hold harmless and defend TCIA, its agents and employees, from and against any and all liability, responsibility, loss, damage (to persons or property), cost, or expense of any kind whatsoever (including but not limited to cost, interest and attorney's fees) incident to or arising directly or indirectly from (i) any act or action by Exhibitor or any of its employees, servants, agents, or contractors; (ii) any violation of these terms; (iii) any theft, damage to, or loss of property, whether stolen or otherwise damaged; and (iv) any act or action of any employees, invitees, visitors and guests of the Exhibitor. Exhibitor further agrees that TCIA, and its agents and employees, shall not be liable or responsible in any way for (i) damage, loss or destruction of any property of Exhibitor or (ii) injury or sickness to Exhibitor or its representatives, agents, employees, licensees or invitees. Exhibitor is advised to obtain waivers in the form attached hereto as Exhibit A for contracting of COVID-19 by any person it allows to participate in the event in any manner, either as an employee, guest, invitee, contractor or any other capacity. Without limiting the generality of the foregoing, Exhibitor agrees that in no event shall TCIA be liable for any illness, sickness, injury or death to any such persons as a result of contracting COVID-19.

INSURANCE: All property of Exhibitor is understood to remain under Exhibitor's custody and control in transit to and from or within confines of the Facility. TCIA does not maintain insurance covering Exhibitor's property. Exhibitor shall

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carry Comprehensive General Liability coverage including premises, operations and contractual liability coverage of at least \$1,000,000 for Personal Injury Liability, \$500,000 for Property, and Worker's Compensation with Employer's Liability with applicable statutory coverage. Certificates shall be furnished to TCIA and for each such policy shall include Additional Insured endorsements, waivers of subrogation and cancellation clause stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days written notice thereof to TCIA." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Exhibitor shall deliver to TCIA at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies. Failure of TCIA to request or Exhibitor to produce a certificate does not waive Exhibitor's responsibility to maintain insurance under this provision.

SECURITY: Although security service will be furnished, TCIA shall not be responsible or liable for any damage to, loss and/or theft of property belonging to any Exhibitor, its agents, employees, business invitees, visitors or guests. Each Exhibitor shall carry its own insurance for such losses.

FIRE SAFETY: All curtains, drapes, signs, banners, acoustical materials, plastic, cloth and decorations must be constructed of fire-resistive material and a certificate of flammability must be provided to TCIA upon request and to any persons, including fire prevention personnel responsible for safety and code compliance. No combustible materials, merchandise or signs shall be attached to table skirting facing aisles unless also fire-resistive. Decorations, signs, banners, etc., may not be taped, nailed, tacked, stapled or otherwise fastened to ceilings, walls, painted surfaces or columns. Automobiles, trucks, tractors, machinery and other motor vehicles utilizing flammable fuels which are placed on display inside the building shall conform to the requirements of all local and state fire and safety codes and standards including state and local code regulations of the Facility location. All fuel tanks shall be locked or effectively sealed and battery cables shall be disconnected from the ignition systems. Displays shall at all times remain available for inspection and approval for compliance with all safety standards and codes of the Facility's location. TCIA reserves the right at all times to require removal of such items based on information obtained from such inspections that TCIA believes, in its sole discretion, threatens safety and the Facility location.

PAYMENT: Upon acceptance of this application by TCIA, TCIA shall reserve a booth subject to the following: (i) A non-refundable deposit equal to 25% of the total booth price shall be paid on the earlier of 30 days of the date Exhibitor is notified of acceptance or January 5th, 2021 (the "Deposit"), with time being of the essence. Failure to pay the Deposit within such time-frame shall entitle TCIA to cancel the reservation. The Deposit is non-refundable notwithstanding any provision in this Agreement to the contrary. The balance shall be paid by the earlier of 120 days of the date Exhibitor is notified of acceptance or June 15, 2021 (the "Balance Due Date"). Failure to pay total booth amount (e.g. the Deposit and any balance) on or before the Balance Due Date, with time being of the essence shall entitle TCIA to cancel the booth with Exhibitor being liable for the Deposit as reasonable liquidated damages. In the event this application is not accepted by TCIA, any amounts theretofore paid by Exhibitor shall be refunded by TCIA.

BOOTH PRICING: If an Exhibitor is a TCIA member upon acceptance of this application but membership lapses prior to the event, the Exhibitor agrees to renew membership with TCIA or pay the difference between the member and non-member pricing. If such payment is not made at least one month prior to the first day of the E, TCIA may cancel Exhibitor's booth assignment and retain all amounts theretofore paid as reasonable liquidated damages. If such membership lapses within said 30 day period, Exhibitor shall pay renew or pay the difference immediately but in no event later than three calendar days after being notified thereof by TCIA.

BOOTH SIZE REDUCTION BY EXHIBITOR: If Exhibitor does not cancel the booth reservation entirely as set forth below, Exhibitor may request a reduction in booth size only upon notice to TCIA at least sixty (60) days prior to the Event. Such request must be provided to TCIA in writing by mail, fax or email using the Contact information at the end of these Terms and Conditions. If notice is received at least sixty (60) days prior to the Event and TCIA accepts such request, then the booth price shall be reduced proportionally based on the number of square foot reduction divided by the total square footage of the original booth without reduction to the original Deposit. If the request is not accepted by TCIA, TCIA may cancel the reservation no later than 15 days after receiving the request, whereupon TCIA shall refund to the Exhibitor any amounts theretofore paid including the Deposit.

TOTAL BOOTH CANCELLATION BY EXHIBITOR: If space reservation is cancelled for any reason between 90 to 31 days prior to the event, Exhibitor shall be liable to TCIA for 50% of the Exhibitor's full contract obligation (inclusive of the Deposit) which may be set off by TCIA against amounts theretofore paid by the Exhibitor. If space reservation is cancelled 30 days or less prior to the event, Exhibitor shall be liable to TCIA for 100% of the full contract price which may be set off by TCIA against amounts theretofore paid to TCIA. TCIA and the Exhibitor agree that damages from a cancellation are difficult to estimate and these cancellation amounts reasonably relate to TCIA's loss as liquidated damages and not a penalty. Cancellation notice must be received in writing by certified mail, or by a letter faxed or emailed to TCIA (with Exhibitor retaining copy of receipt of delivery) on Exhibitor letterhead or other written instrument clearly identifying the Exhibitor and the application being cancelled. Such notice shall be delivered to the

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Contact information listed at the end of these Terms and Conditions. The receipt date will be considered the actual date of cancellation.

CANCELLATION BY TCIA: In the event of cancellation of the Event because of circumstances beyond the control of TCIA, all fees, less an administration fee equal to 10% of the full Booth price, shall be credited to the Exhibitor's account for use for a future Event or refunded to the Exhibitor.

FORCE MAJEURE: In the event of any fire, flood, tempest, inclement weather, public health crisis, or other similar cause, or as a result of governmental intervention, malicious damage, acts of war, terrorism strike, lock-out, labor dispute, public health crisis, riot or other cause or agency over which TCIA has no control, or should TCIA decide, because of such cause or similar cause under its contracts with the facility or vendors where the Event is being held (any of the above being a "Force Majeure"), that it is necessary to cancel, postpone or re-site the Event or reduce the move-in and installation time, show time or move-out time, TCIA shall not be liable to indemnify or reimburse Exhibitor in respect of any damages or loss, direct or indirect, arising as a result thereof. However, if the Event must be cancelled as a result of a Force Majeure, all fees, less an administration fee equal to 10% of the full Booth price, shall be credited to the Exhibitor's account for use for a future Event or refunded to the Exhibitor.

DAMAGE: Exhibitor shall dismantle its booth and return the area where the booth was located to the same condition it was in prior to construction of the Booth. Any damages to the Facility that TCIA reasonably determines were caused by the Exhibitor shall be the full responsibility and liability of the Exhibitor and Exhibitor shall be invoiced by TCIA for any such amounts. Exhibitor shall not be responsible for any damage to the Facility that Exhibitor documented on a pre-Event walk through list, submitted to and accepted by TCIA in writing prior to erecting its Booth. Failure to perform a pre or post-Event walk through will be at Exhibitor's risk for any damage assessed by TCIA or the Event host.

EXHIBITOR COURTESY: Exhibitors may not enter the booths of other Exhibitors without invitation. No Exhibitor may call or invite a visitor out of one exhibit into his/her own. Exhibitors must remain inside their own exhibit space in distributing literature, product samples or other materials. Aisles may not be used for this purpose.

VIDEOTAPING, PHOTOGRAPHY, LIVE-STREAMING: Exhibitors are strictly prohibited from the use of audiotape, videotape, live stream or photograph of educational sessions or other exhibitors events or space. Exhibitors planning to offer livestreaming or video posts of booth events must first get written permission in writing from TCIA, which approval shall be in TCIA's sole reasonable discretion.

BADGES: Each Exhibitor representative must wear their own TCIA-issued name badge at all times while in the Facility.

OBJECTIONABLE PRACTICES OR DISPLAYS: Use of noisemakers, huckster-type promotion and presentations, judged by TCIA, in its sole discretion, to be disruptive, to be in bad taste, lacking in dignity or not keeping with the purpose of TCIA and TCI EXPO are prohibited. TCIA reserves the right to restrict Exhibitors' use of sound and other devices, which may interfere with the best interests of TCIA and TCI EXPO as a whole.

CONCURRENT ACTIVITIES: Exhibitors shall not hold any meeting, educational session, event, demonstration, hospitality room, meal, or any other activity, the purpose of which may be reasonably construed to attract or divert Event attendees or potential attendees away from the Event, seminar hours or TCIA sponsored or evening events.

Exhibitors shall not participate in, publicize or sponsor any meeting, educational session, event, demonstration, hospitality room, meal, or any other activity by a non-exhibiting company, the purpose of which may be reasonably construed to attract or divert Event attendees or potential attendees away from the Event, seminar hours or TCIA sponsored or Event evening events. Exhibitor displays and/or activity must take place inside the confines of the contracted booth space and during Event show floor hours only.

EMPLOYEE RECRUITMENT: Recruitment of employees at the Event is prohibited. TCIA disclaims all liability and responsibility for recruitment of potential employees at the Event.

DISTRIBUTION OF MATERIALS: All promotional materials for Exhibitor products may be distributed only at booths. Exhibitors are prohibited from distributing materials elsewhere in the exhibit hall, convention center common areas, or host hotels.

FOOD AND BEVERAGES: Exhibitors may not serve or dispense food or beverages of any type from their booth unless approved by the food service supervisors of the Facility. Alcohol is strictly prohibited unless approved in writing by TCIA prior to the Event.

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INTERIOR SIGNS: Placing signs or placards on painted walls is prohibited. Adhesives are not permitted on painted walls. Failure to comply with this regulation shall result in a charge to Exhibitor in the amount of the damage repair expenses.

PRODUCTS LIMITATIONS: Only those products and/or services considered by TCIA as relating directly to the arboriculture industry, including the business of arboricultural enterprises, may be exhibited at the sole discretion of TCIA. Products containing hazardous elements, chemicals, and/or compounds may not be exhibited at TCI EXPO.

UNAUTHORIZED ACCESS: No person, firm or organization, which has not contracted with TCIA for occupancy of space in the show, will be permitted to display or demonstrate any products, processes or services, to solicit orders, to wear any identification other than that of the contracting Exhibitor or to distribute advertising or other materials during exhibiting hours of TCI EXPO. Any infringement of this regulation will result in prompt removal of the offending person from the Facility.

CONTRACT VIOLATIONS: Complaints of any violation of the Terms & Conditions are to be made promptly to TCIA. Exhibitors and their personnel agree to abide by the decision of TCIA. If Exhibitor fails to abide by any of the Terms & Conditions, in addition to any other rights and remedies of TCIA, TCIA may, in its sole discretion:

A. Immediately remove and/or shut down the exhibit and/or the offending Exhibitor at the expense of the Exhibitor (prior to or during the show.)

B. Ban the offending Exhibitor from one or more future shows for a period of up to 24 months.

C. Revoke placement preference in one or more future shows.

LEGAL FEES. In the event TCIA initiates legal action to enforce its rights under these terms and conditions, including collecting any amounts owed the Exhibitor, Exhibitor shall be liable to TCIA for all legal fees, court costs and expenses incurred by TCIA in pursuing such legal remedies. Exhibitor shall not, however, be liable for such fees, costs and expenses if Exhibitor is the prevailing party in such dispute.

APPLICABLE LAW AND FORUM: These Terms and Conditions shall be governed by the laws of the State of New Hampshire without regard to its conflict of law provisions. The Exhibitor and TCIA agree to submit to the personal and exclusive jurisdiction of the state and federal courts of New Hampshire.

NO AGENCY: There is no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between any Exhibitor and TCIA.

NON-ENDORSEMENT: The exhibiting of products or services at TCI EXPO does not constitute endorsement by TCIA. If the Exhibitor participates as a speaker in an educational session, it is expressly forbidden for the Exhibitor to use the session for promotional purposes.

SEVERABILITY: If any term or provision in these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms and Conditions or render unenforceable such term or provision in any other jurisdiction.

LIMITATION AND EXCLUSION OF LIABILITY. EXCEPT FOR POTENTIAL REFUNDS UNDER THIS AGREEMENT, IN NO EVENT SHALL TCIA BE LIABLE IN ANY MANNER FOR DIRECT, INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO ANY OF ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS OR ANY OTHER MATTER RELATED TO OR IN CONNECTION WITH THE EVENT. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, TCIA SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM INTERRUPTION, SUSPENSION OR TERMINATION OF THE EVENT, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGE. TCIA SHALL NOT BE RESPONSIBLE OR LIABLE TO ANY EXHIBITOR FOR THE STATEMENTS OR CONDUCT OF ANY OTHER EXHIBITOR, ATTENDEE, GUEST, INVITEE, CONTRACTORS OR OTHER PARTIES PARTICIPATING IN OR ATTENDING THE EVENT.

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CONTACT INFORMATION and NOTICE INFORMATION: For further information or to fulfill notice requirements in these Terms and Conditions, contact:

Tree Care Industry Association
670 N. Commercial Street – Suite 201
Manchester, NH 03101
www.tcia.org
1-800-733-2622
exhibits@tcia.org

**TREE CARE INDUSTRY ASSOCIATION, INC. (TCIA)
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EXHIBIT A

COVID-19 PARTICIPANT RISK ACKNOWLEDGEMENT

I _____ (print employee/guest/contractor name) understand that I will be participating in an event where, because of the number of people expected to attend, there is an elevated risk of contracting the novel coronavirus known as COVID-19.

I understand that the spread of COVID-19 has been declared a worldwide pandemic by the World Health Organization. I further understand that COVID-19 is contagious and is believed to spread by person-to-person contact; and, as a result, federal and state health agencies recommend social distancing. Given the nature of the virus, I understand there is an inherent risk of becoming infected with COVID-19 by attending the event. While I promise to protect myself and others to the best of my ability, I understand that I cannot wholly eliminate the risk of infection. I hereby acknowledge and assume the risk of becoming infected with COVID-19.

I understand that, even if I have been tested for COVID-19 and received a negative test result, the tests in some cases may fail to detect the virus, or I may have contracted COVID-19 after the test.

I understand that possible exposure to COVID-19 may result in the following: a positive COVID-19 diagnosis which may involve a vast array of symptoms, from mild to lethal, some of which may not be currently understood.

I further acknowledge that I understand the potential short-term and long-term complications related to COVID-19 and have chosen to participate in the event despite those risks.

I UNDERSTAND THE EXPLANATION, HAVE NO MORE QUESTIONS, AND CONSENT TO CONTINUE MY PARTICIPATION IN THE EVENT.

(Print Name)	(Sign)	Date
Witness (Print)	Witness (Sign)	Date