

## 61st annual EDUCATIONAL SEMINAR & MARKETPLACE

November 7 & 8, 2011 | Marriott at Legacy Town Center | Plano, Texas

### Exhibitor/Tabletop Reservation Form

#### company information

contact name \_\_\_\_\_ company name \_\_\_\_\_

mailing address \_\_\_\_\_

city \_\_\_\_\_ state \_\_\_\_\_ zip \_\_\_\_\_

( ) \_\_\_\_\_

phone \_\_\_\_\_ email address \_\_\_\_\_

\*booth# preference: option 1 \_\_\_\_\_ option 2 \_\_\_\_\_ option 3 \_\_\_\_\_

type of display: tabletop & promotional items (under 1 ft) \_\_\_\_\_

display board & promotional items(over 1 ft tall) \_\_\_\_\_

#### exhibitor fees

	before Oct 5	after Oct 5	after Oct 15
Member	\$625	\$675	\$750
Non-member	\$725	\$775	\$850

#### payment

Check  Visa  MC  Amex

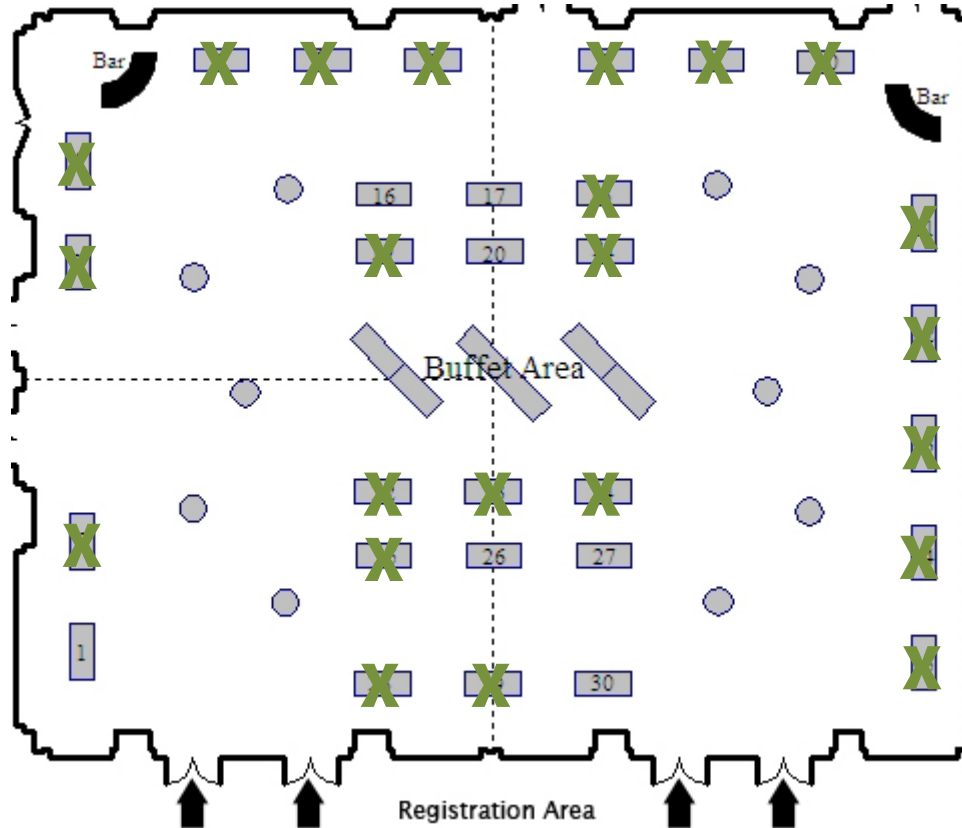
credit card number \_\_\_\_\_ expiration date \_\_\_\_\_

card holders name [PLEASE PRINT] \_\_\_\_\_ signature \_\_\_\_\_

#### agreement (page 2 & 3)

By signing below, the exhibitor agrees to abide by the Conditions of the Exhibit Space Contract (page 2 & 3), all amendments thereto and the decisions of the TMBA representative. Exhibitors agree that if they fail to meet the specified timetable for payment of booth space, their reserved space may be canceled or moved at the discretion of TMBA representative.

authorized signature \_\_\_\_\_ date \_\_\_\_\_



Tabletop exhibit space is available at the Educational Seminar & Marketplace. Showcase your products and services to the more than 300 mortgage industry professionals. Each exhibitor will receive a package consisting of one complimentary Seminar registration, one 6-foot skirted table and two chairs.

**Reserving your space\*** Complete this form and send with payment information to Texas Mortgage Bankers Association, Exhibitor, 823 Congress Ave, Ste 220, Austin, TX 78701 or fax (if paying with credit card) 512.480.8621.

\*Spaces with display boards will be assigned along the exterior walls. Tables in the center of the room (16-30) are reserved for material displays only.

**Complimentary Registration\***

full name \_\_\_\_\_ title \_\_\_\_\_

email address \_\_\_\_\_ phone \_\_\_\_\_

Type of product or service to be exhibited: \_\_\_\_\_

\_\_\_\_\_

\* Registration includes admission to Open, Closing and President's Receptions – does not include guest.

**CONDITIONS OF THE EXHIBIT SPACE CONTRACT**

You will receive TMBA acceptance of your booth request and booth confirmation by email to the contact person indicated as on the Exhibitor Reservation Form.

**AGREEMENT TO CONDITIONS** – Each exhibitor, and representatives, agree to abide by these conditions, it being understood and agreed that the sole control of the exhibit hall rests with the Texas Mortgage Bankers Association (hereinafter called TMBA).

**ASSIGNMENT OF SPACE** – Space will be assigned in the order that requests are received, and by the character of the proposed exhibits and individual requirements and preferences of each exhibitor. Once space has been approved by TMBA, the exhibitor will move no exhibit without agreement. TMBA reserves the right to make any changes to the floor plan, space assignments or schedule if deemed necessary.

**PAYMENT** – Total payment **is due when booth request is made**. Exhibitors with outstanding payments will forfeit their booth. If you cancel this contract or fail to exhibit at the Texas Mortgage Bankers Association Educational Seminar, as provided herein, TMBA may retain any payment you have made for space charges as liquidating damage.

**CANCELLATION OR RELOCATION** – If, for any reason, TMBA shall consider it necessary or advisable to terminate or cancel the Texas Mortgage Bankers Association Educational Seminar, or for any reason are required to cancel or terminate the exhibitors space, TMBA will refund all sums paid as space fees and upon such refund will be relieved of any further liability.

**EXHIBITOR CONDUCT** – Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of ACM is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanism reproduction of sound. Such employment or use shall be confined to the Exhibit Space. ACM, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity immediately All promotional plans must be submitted to ACM for approved Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space. Exhibitors are prohibited from bringing alcoholic beverages into the Exhibit Area. Exhibitor shall refrain from any action that will distract attendees from attendance at the Exhibit during open hours. Exhibitor shall not lead attendees from one Exhibit Space to another or to elevators or escalators. Exhibitors or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste.

**CANCELLATION BY EXHIBITOR** – Should the exhibitor be unable to occupy and use the exhibit space contracted and should notify the TMBA in writing prior to the opening of the show, the following refund schedule will apply: *80% of original fee if cancellation is received prior to October 1; 50% if received prior to Oct 15. No refund will be made if notice of cancellation is received after Oct 15, unless the space has been resold, in which case the exhibitor will be entitled to a partial refund of 50% of the original fee.*

**USE OF EXHIBIT SPACE** – Exhibit space is to be used solely for the display of the Exhibitor's product. Exhibitors are not permitted to sublet any portion of their space. Any display must not be of such nature or arrangement to obstruct the view or interfere with exhibits of others. No exhibit material may extend beyond the boundaries of the exhibit space.

TMBA reserves the right to remove from the hotel premises any or all of the property of the exhibitor should the event be cancelled or relocated or should the exhibitor violate any of the conditions of the Exhibitor Contract. If the agreement is cancelled for violation of such contract, the TMBA assumes no liability for the return of the exhibit fee or any part thereof.

**TMBA LIABILITY** – TMBA undertakes no duty to exercise care, nor assumes any responsibility for the protection and safety of the exhibitor, its officials, agents or employees, or the protection of the property used in connection with the exhibit from theft or damage or destruction by fire, accident or any other cause. Small and easily portable articles should be properly secured or removed after the show hours and placed in safekeeping by the exhibitor. Any protection exercised, in fact, by the TMBA shall be deemed purely gratuitous on its part and shall in no way be construed to involve it in liability by the exhibitor.

TMBA 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 a public enemy, strikes, the authority of the law, or any cause beyond its control. The TMBA will, however, in the event it is not able to hold an exhibit for any of the above-named causes, reimburse exhibitors prorate on any rental fee paid.

**EXHIBITOR LIABILITY** – The exhibitor assumes entire responsibility and hereby agrees to protect, indemnify and defend and save TMBA, the hotel and its employees and agents harmless against all claims, losses, and damages to persons or property, governmental charges or fines and attorney's fees rising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof, excluding any such liability caused by the sole negligence of the hotel, its employees and agents.

In addition, the exhibitor acknowledges that TMBA and the hotel do not maintain insurance covering exhibitor's property and that it is the sole responsibility of the exhibitor to obtain business interruption and property damage insurance covering such losses by exhibitor.

**INSURANCE** – In all cases, exhibitors wishing to insure their goods will do so at their own expense.

**PROTECTION OF THE EXHIBIT FACILITY** – Nothing will be posted on, or tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the hotel without permission from the proper building authority. Packing and unpacking of exhibit materials shall be done only in designated areas and in conformity with directions of the Exhibits Manager, the hotel, the Educational Seminar hall manager or their assistants.

**DEFAULT OCCUPANCY** – Any exhibitor failing to occupy space contracted for is not relieved of the obligation of paying for such space at the full rental price, and the TMBA shall have the right to use such space as it sees fit to eliminate blank space in the exhibit hall, provided such exhibit space is not occupied one hour before the official show opening.