

TMBA SOUTHERN SECONDARY MARKET CONFERENCE

February 6 & 7, 2018 | The Westin Houston, Memorial City | Houston, Texas



COMPANY INFORMATION

contact name _____ company name _____

mailing address _____

city _____ state _____ zip _____

(____) _____
phone _____ email address _____

* BOOTH Preference *booth preference #1: _____ # 2: _____

EXHIBITOR FEES

	before Nov 1	after Nov 1	after Dec 1
Member	\$1450	\$1850	\$2250
Non-member	\$1650	\$2050	\$2450

PAYMENT INFORMATION

Check Visa MC Amex Platinum Sponsorship Total Amount: _____

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 _____

Reserve your booth. Complete and sign this form and to: TMBA, Exhibitor Information, 823 Congress Ave, Ste 220, Austin, TX 78701 or fax to 512.480.8621 or email alopez@texasmba.org.

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Complimentary Registration*

full name

full name

title

title

email address

email address

Type of product or service to be exhibited: _____

*The Exhibitor fee includes two complimentary conference attendee registrations. Additional conference registrations may be purchased at the current registration fee applicable to your membership status. Your complimentary attendees must be current employees or representatives of your company and is non-transferable to those outside your company.

Exhibitors are invited to all events of the conference. Entrance to all breakfasts, lunch, and receptions is granted by wearing your name badge unless otherwise noted. All exhibitors should check in at the registration area upon arrival at the conference for a name badge and conference information. Please register all persons in your booth so that a badge can be made in advance. Admission shall be by badge and badges are non-transferable. Rights of an exhibitor shall not be assignable to any other firm or person.

CONDITIONS OF THE EXHIBIT SPACE CONTRACT

You will receive TMBA acceptance of your booth request confirmation by email to the contact person indicated 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 Southern Secondary Market Conference, 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 Southern Secondary Market Conference, 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 – Each exhibitor is charged with knowledge of all State, County, and City laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exhibition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor.

Exhibitors and their representatives shall not congregate or solicit trade in the aisles. The prior written consent of TMBA 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. TMBA, 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 TMBA or 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.

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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 November 15, 2017; 50% if received prior to December 1, 2017. No refund will be made if notice of cancellation is received after January 15, 2018 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 or share 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. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions. 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 – TMBA reserves the right to fix the time for the installation of an exhibit prior to the show opening and for its removal after the conclusion of the show. 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 provided such exhibit space is not occupied three (3) hours before the official show opening. Any space not claimed and occupied by three (3) hours prior to the first exhibitor event may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exhibition. If Exhibitor is late in removing its exhibit, and causes TMBA to incur overtime or other costs, then Exhibitor will be responsible for those costs.

AMERICANS WITH DISABILITIES ACT – Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their exhibit spaces accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless TMBA's Annual Convention, show management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

AMENDMENTS – These rules may be revised by TMBA and all points not covered are subject to TMBA's decision.

OTHER REGULATIONS – Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of TMBA. TMBA SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF TMBA, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.