

# HOUSTON SAFARI CLUB FOUNDATION EXHIBITOR RULES AND REGULATIONS

- 1. BOOTH ASSIGNMENTS-** HSCF reserves the absolute right to modify, adjust, and make changes to booth assignments to ensure even flow of traffic or to maintain the character and integrity of the show.
- 2. FOOD, BEVERAGE SERVICE-** HSCF and the venue must approve any distribution of food, drinks, or alcoholic beverages by exhibitors in the exhibit hall/venue, provided, however, that in no event shall exhibitors distribute food, drinks, or alcoholic beverages in contravention of any governmental laws, rules and/or regulations. Certain exhibits, displays and activities require licenses and/or permits, including, but not limited to, the following: cooking, food and beverage sampling, liquid or gas fueled vehicles, pyrotechnics, lasers, antique dealing, sales and use tax, use of tents or canopies. It is the responsibility of the exhibitor to obtain and provide proof to HSCF of any such required permit(s).
- 3. LINE OF SIGHT-** Exhibits may not protrude into the aisle or to the sides beyond the assigned space. The back wall of exhibits cannot display branding or graphics on the backside of header. Exhibit sidewalls taller than 4 feet may not extend more than 5' from the rear of the assigned space and/or block the view of other booths. All parts of any exhibits must remain inside the designated booth space. Exhibits, which include audio/visual or lighting equipment, must be arranged so that noise/light from the equipment will not annoy or disturb other exhibitors, attendees, or HSCF and its activities (REFER TO VISUAL AND AUDIO RULES & REGULATIONS DOCUMENT).
- 4. INGRESS/EGRESS-** No portion of the entrances, exits, corridors, passageways, halls, lobbies, stairways, escalators, aisles, driveways, sidewalks, ramps or other common areas shall be obstructed or used for any other purpose than ingress and egress.
- 5. SOLICITATION GUIDELINES-** Exhibitors may show video and photographs and distribute catalogs, souvenirs, and other material from Exhibitor's assigned space ONLY. Exhibitor may discuss potential hunt details and provide promotional materials to individuals on a one-on-one basis at common seating areas in the exhibit hall. Videos, images and marketing materials should represent the sport of hunting in a positive and ethical manner. Repeated kill shots in succession, injured animals, disrespectful treatment of harvested animals, and similar activities will not be allowed to be presented in video or photography.
- 6. SOLICITATION-** Exhibitor shall not encroach upon another Exhibitor's assigned space to converse with or solicit customers, unless both exhibitors are assigned space that is side by side in the exhibit hall. Proper discretion and professional courtesy should control one's actions.
- 7. NON-EXHIBITOR SOLICITATION-** Non-exhibitor solicitation or promotion in the exhibit hall is strictly prohibited. If non-exhibitor solicitation is observed in the exhibit hall or Convention venue, please contact HSCF at your earliest possible convenience.
- 8. CONDUCT AND BEHAVIOR-** HSCF reserves the right and Exhibitors consent to HSCF's right to decline, prohibit and/or cause to be removed any exhibit, Exhibitor, or proposed exhibit or Exhibitor that, in HSCF's sole opinion, is not suitable for, is, or might be disruptive to the Convention. HSCF may exercise this right at any time prior to or during the Convention. This reservation concerns entities, persons, sponsors, items, audio or video, digital recordings, images, printed matter, conduct of the Exhibitor and/or Exhibitor's employees, brokers, or agents either before or during the Convention and all other things that in HSCF's sole opinion may adversely affect HSCF, the Convention, visitors, and other members of the hunting community. HSCF reserves the right to prohibit from exhibiting at the Convention any outfitter, guide or professional hunter who is not a member in good standing of a recognized regional, state, provincial or national professional hunting association. HSCF may remove any Exhibitor from the Convention who, in the sole opinion of HSCF, (i) breaches any of the provisions of this agreement; (ii) causes a disruption of the Convention by said Exhibitor's conduct or behavior after receiving a verbal warning against such continued conduct or behavior; (iii) engages in conduct or behavior that endangers the health, safety or well-being of any other Exhibitor, attendee, HSCF employee, volunteer or Convention vendor or (iv) violates any rules, policies, or procedures set forth in this agreement or hereinafter adopted by HSCF. If HSCF exercises its absolute right to prohibit any exhibit, Exhibitor, or proposed exhibit and such right is exercised at least 60 days prior to the then upcoming Convention, HSCF shall refund to Exhibitor any booth payment made by Exhibitor for said booth(s) at the then upcoming Convention. Exhibitor acknowledges and agrees that Exhibitor is not entitled to any other payment, refund, or damages which may result from, or be caused by, HSCF's exercise of any right set forth herein under any circumstances.
- 9. FIRE REGULATIONS-** Exhibitors shall comply with all federal, state and local fire codes which apply to places of public assembly. All booths and booth contents must satisfy the venue and the governing Fire Department requirements. All decorations, drapes, signs, banners, table coverings and skirts, carpeting or similar decorative materials used shall be flame retardant to the satisfaction of the Montgomery County Fire Marshal and are subject to inspection and flame testing. Exhibitors who wish to use flammable materials in their booth must contact the governing Fire Department and be in compliance with all applicable fire codes. Use of flammable compressed gas cylinders is strictly controlled within the Facility and generally prohibited. Non-flammable compressed gas cylinders must be secured to prevent toppling.
- 10. VEHICLE DISPLAYS-** Special arrangements for booths with fuel powered vehicles MUST be pre-approved with HSCF and the fire marshal before being allowed inside the exhibit hall. Exhibitors with vehicles to be located on the inside of the building must request a specific time to meet with HSCF and the fire marshal prior to the start of set-up and before any vehicles are allowed inside. Requirements: a) The battery must be disconnected while any vehicle is on display; b) fuel in the tanks of display vehicles shall not exceed 1/4th of their capacity or five gallons of fuel, whichever is less; c) all display vehicle gas caps shall be taped or locked; d) non-flammable protective covering must be placed under display vehicles to prevent stains; d) duplicate keys for vehicles on display must be provided to show management and/or to show security for use in the event of an emergency. Keys shall be kept on the Premises during the entire License Period.
- 11. SET UP AND REGISTRATION-** Any exhibitor who has not arrived by the published opening time on Friday automatically forfeits their booth space. All of Exhibitor's property must be moved out of the building by 11:00 pm on Sunday unless written permission from HSCF has been provided. Exhibitors may not start taking down their booth(s) or packing merchandise, displays, or samples before the published closing time on Sunday. Failure to set up during the designated time or early booth take down may result in loss of deposit, forfeiture of Exhibitor's current booth space location for future years and/or denial of future booth space. All move-in and move-out of freight must be through designated loading docks, freight doors and freight elevators. The main lobbies, side doors, escalators and passenger elevators are not to be used for such purposes.
- 12. SECURITY-** Security personnel will provide limited security in the convention hall from Wednesday at 8 am through Sunday at 8 pm. Exhibitor acknowledges and agrees that HSCF is not responsible or liable for theft or loss or damage to Exhibitor's merchandise, promotional materials, booth materials, or personal property. Exhibitor is encouraged to acquire appropriate insurance to cover any and all theft or loss, and to take all steps necessary to protect and secure Exhibitor's merchandise, promotional materials, booth materials, and personal property.
- 13. BOOTH ASSIGNMENT-** Space assignments will be allocated and arranged by HSCF, based on the Priority Points System, only upon receipt of a signed contract and full payment of the deposit. The application for space and the formal notice of assignments by HSCF and the full payment of booth space and rental fees constitute a contract for the right to use the space allotted. Exhibitors must be current (within 60 days) on all debts and accounts due HSCF (Hunter's Horn/Bush Telegraph advertising, sponsorships, etc.) prior to exhibiting at the Convention. Exhibitor deposits of booth balance payments received or other funds held by HSCF and otherwise payable to Exhibitor may be applied by HSCF to Exhibitor's past due accounts receivables (past 60 days).
- 14. ACTS OF GOD-** In the event of Acts of God, fire, strikes, rioting, war, acts of terrorism, civil disorders, or other circumstances making it difficult or financially inconvenient to HSCF to operate the HSCF exhibit hall or begin or continue with the Convention then, in the sole discretion of HSCF, with due regard for the safety and welfare of Exhibitors and visitors, this contract shall become void. If in the event this contract becomes void, all Exhibitor booth payments will be retained by HSCF and at HSCF's sole discretion, applied to the following HSCF convention or returned to Exhibitors on a case-by-case basis.
- 15. BOOTH SHARING-** No booth assignments, sharing agreements, reselling of booth space or similar relationships will be allowed without prior written approval by HSCF. Any unauthorized assignment or sharing of booth space is strictly prohibited. Violations of this policy may result in one or more of the following: (1) immediate removal from the show floor of the contracted Exhibitor and the un-contracted Exhibitor or Exhibitors with all expenses, including attorney's fees incurred by HSCF for such removal, payable by the contracted Exhibitor immediately; (2) loss of Exhibitor's booth space location for the following year; and/or (3) denial of future booth space.
- 16. POSSESSION OF FIREARMS-** Possession of Firearms is forbidden in the Facility with the exception of the following: (i) licensed peace officers and licensed honorably retired peace officers, (ii) exhibitors during events, with Licensee approval, and (iii) individuals licensed by the State of Texas to carry handguns. A "Firearm" is defined as any device designed, made, or adapted to expel a projectile through a barrel or cylinder by using the energy generated by an explosion or burning substance or pressurized air or gas or any device readily convertible to that use. All breech-loading firearms that are displayed in the exhibit hall, hotel, and surrounding area must be deactivated by removal of the firing pin or proactively altered so that the firearm cannot, under any circumstances, be fired or discharged. No live ammunition is allowed to be sold or displayed. Exhibitors and visitors in the Exhibitor's booth are prohibited from handling firearms while they are in the possession of an alcoholic beverage, have recently consumed one or more alcoholic beverages, or are otherwise under the influence (however slight and less than legally impaired) of any alcoholic beverage. Likewise, children under the age of 18 are prohibited from handling firearms unless supervised by a responsible adult subject to the above requirements. In the state of Texas, in order to purchase a firearm legally, the buyer must be a minimum of 18 years of age. Anyone purchasing a firearm from a licensed firearms dealer must complete a Bureau of Alcohol, Tobacco & Firearms form 4473 (firearms transaction form). A firearms purchaser must also undergo a National Criminal Background Check System check, which will be performed by a licensed firearms dealer. For firearms won via contest or giveaway, the transfer of firearms will not be allowed on Facility premises. Firearms transfers must be conducted away from the site of the event and transfers must be facilitated by a licensed firearms dealer.
- 17. ANIMALS/PETS-** With the exception of service animals, animals shall not be allowed in the Facility unless approved in advance and in writing by the Facility Manager. The Facility Manager must receive all requests to bring animals into the Facility no later than 10 calendar days prior to the first day of the License Period.

**18. PARKING-** NO LOADING, UNLOADING or PARKING is permitted in the Town Center driveway or main entrance of the facility.

**19. RIGGING AND HANGING-** Rigging and hanging requests must be submitted for approval at least 30 calendar days prior to the first day of the License Period to the Facility audiovisual contractor, who will determine if the requests are within the architectural guidelines of the Facility. The Facility Manager reserves the right to refuse permission, remove, delay or terminate any rigging or hanging for safety reasons or to prevent damage to the Facility.

**20. SMOKING AND TOBACCO-** Smoking is prohibited at the Facility, with the exception of certain enclosed meeting areas designated by HFC, when used for private, invitation-only functions. Use of e-cigarettes and similar electronic smoking devices is prohibited at the Facility. The distribution or sale of tobacco products and electronic smoking devices is prohibited in the Facility.

**21. TEXAS STATE SALES TAX-** Exhibitors making over-the-counter sales must provide purchasers with a written receipt specifying the item or service purchased and the price paid for the item or service. Collection of applicable sales tax is the sole responsibility of the Exhibitor making the sale. It is Exhibitor's responsibility to contact the Texas State Comptroller's office to obtain a Texas State Sales Tax Permit. See the following for further details: <http://www.window.state.tx.us/taxinfo/taxforms/01-forms.htm>.

**22. INDEMNIFICATION-** Exhibitor agrees to defend, indemnify and hold the venue; HSCF, its employees, volunteers, officers, directors, agents, attorney's, representatives, and its subcontractors, vendors and affiliates, harmless of any and all claims, penalties, citations, and/or liabilities imposed by law or in equity on account of property damage or bodily injuries, including death, resulting therefrom, sustained or alleged to be sustained by any person or persons, whether they be members of the public visiting the show, employees, officers, agents, or directors of HSCF, convention volunteers or other Exhibitors, occurring at, near, in, or in connection with, or arising out of the convention, exhibits and show resulting from the sole negligence, partial negligence, and/or contributory negligence or any alleged negligence of the Exhibitor, its agents, employees or persons performing services for it, or resulting from any equipment, machinery, or items displayed by the Exhibitor or contained within the confines of the exhibitor's booth space or otherwise located on the venue property. Exhibitor further agrees to defend, indemnify and hold harmless the venue; HSCF & its subcontractors, vendors, affiliates, employees, officers, directors, agents, volunteers, representatives, attorney's and all persons or parties in privity with them, from any and all property damage, loss of business, loss of business opportunity, disruption of business, or lost profits arising from or caused by any condition at the facility, Act of God, force of nature or any other events or circumstances inside, under, or outside the control of HSCF, including but not limited to, strikes, work stoppages, government shut down, power outages, telephone outages, internet wireless outages, floods, water damage or leaks, riots, or acts of terrorism.

**23. HOLD HARMLESS-** Notwithstanding any remedy at law or in equity otherwise available to Exhibitor and in consideration of the mutual agreement of the parties and the opportunity of Exhibitor to exhibit at the Convention herein referenced, the sufficiency of which is confessed by both parties, Exhibitor releases and waives any and all claims against HSCF, its agents, officers, directors, members, convention volunteers, employees, subcontractors, vendors, and affiliates such that HSCF, its agents, officers, directors, members, convention volunteers or employees are not liable for any injury, loss, or damage, including consequential or indirect damages incurred by Exhibitor or any of Exhibitor's agents, representatives, or employees.

**24. RAFFLES/GAMES OF CHANCE-** No fundraising activities by Exhibitors, including but not limited to, raffles or other games of chance are allowed in the Exhibitor's booth or in any part of the hotel, exhibit hall, or Convention Center.

**25. FACILITY-** Exhibitor shall not deface the ceilings, walls, or floors of the building, the booths, or the furniture, fixtures, and equipment in the booths or elsewhere in the exhibit hall or hotel. The use of helium and helium balloons is prohibited in the facility. Only tapes pre-approved by the Event Manager shall be used in the Facility (e.g., Shurtape® PC 618 cloth tape or Shurtape® DF 642 double-faced cloth tape).

**26. ACKNOWLEDGEMENT-** Exhibitor acknowledges that there is not a disparity in bargaining power between HSCF and Exhibitor. HSCF may revise, modify, and/or make exceptions to any of these rules and regulations on a case-by-case basis. Interpretation of these rules and regulations and approval for any changes to these rules and regulations shall be requested by Exhibitors no less than 90 days in advance of when the show starts to allow HSCF a reasonable opportunity to consider the proposed interpretations or changes and render its decision no less than 30 days before the show starts. HSCF reserves the sole and exclusive right to interpret, change, modify, and/or revise exhibit rules, regulations, and booth locations/layouts to maintain the character and integrity of the Convention. Any reference to interpretations or decisions made or approval given by HSCF as set forth in these rules and regulations refers specifically to interpretations, decisions or approval made by the HSCF President or his Assigns. No other person or persons affiliated with HSCF has the authority to interpret these rules and regulations or make such decisions or grant approval.

**27. AGREEMENT-** This contract contains all the agreements of the parties and supersedes any prior negotiations, statements, representations, or discussions. This contract may only be amended in writing by a separate document duly executed by both parties. Venue for any legal matter involving or arising out of this contract shall be held exclusively in Houston, Harris County, Texas, USA.