

RULES AND REGULATIONS

FOR THE 2012 SUNBELT BUILDERS' SHOW® ("the Exposition")

A. Objectives of the Conference and Exposition

To provide a unique educational framework for the dissemination of the newest ideas in the housing industry through the assembly of leaders from all areas of the building industry, with program activities and product displays, and with the primary purpose of exchanging information directed at solving complex building needs.

B. Character of Exhibit

It is understood and agreed by each exhibitor that the Exposition is undertaken by the Texas Association of Builders (hereinafter "Exposition Management") primarily for the education of trade professionals, who represent all phases of the housing industry. To this end, each exhibitor agrees as follows:

1. To exhibit only products manufactured or distributed by the exhibitor in the regular course of its business, comprising materials, equipment, apparatus, systems, services, and other component products pertinent to the building industry,
2. To display such products or services in a manner which is intended to describe and depict the advantages of using such products or services,
3. That due to the great number of companies exhibiting similar or related product lines, Exposition Management cannot guarantee that a company exhibiting similar products (including an exhibitor's competitor) will not be located in a nearby or adjoining booth space,
4. That this application becomes a binding contract upon receipt of signed application/contract.

Exposition Management reserves the right:

1. To prohibit any exhibit or part thereof which, in its sole opinion, violates the agreement described herein or is, in any other way, not suitable to or in keeping with the character and spirit of the Exposition,
2. To close an exhibit which is found to violate this agreement during the course of the Exposition,
3. To change the floor plan (including but not limited to aisle spaces), without notice, in order to comply with fire, safety and accessibility regulations or provide, in its exclusive judgment, a safer, more satisfactory, attractive and successful Exposition. Exposition Management has absolute discretion to exercise these rights.

C. Exhibit Rules and Regulations

NOTE: In order to provide a well-balanced, well-regulated, attractive, and successful Exposition, no exceptions to the following rules will be permitted. Exposition Management reserves the right to enforce strict compliance with these Rules and Regulations.

1. **The height of booths, display equipment, and signs shall be restricted to the heights indicated by the initial floor plan unless written approval of an exception is granted by Exposition Management in advance. All Exhibitors have the right to occupy the full cubic content of the contracted exhibit space to the height specified on the Floor Plan and the Exhibitor Confirmation.**
2. **Any portion of an exhibitor's back or side wall that exceeds 8' high must be finished off facing the neighboring booths. Such areas facing the neighbors may not display any company name, logos, or any other advertising. Exposition Management will install drapery material, at the exhibitor's expense, in such areas, where, in its sole discretion, it deems it necessary.**
3. **Exhibitors shall be responsible for providing booths, booth equipment and a backwall or sidewalls as needed. Carpet and/or alternative floor covering is required in all exhibits. ALL TEMPORARY WIRING MUST BE ACCESSIBLE AND FREE FROM DEBRIS AND STORAGE MATERIALS. Hard back booths must be at least 9 inches from the rear booth lines and there must be at least 18 inches between hard walls.**
4. **If Exhibitor or its representative has an outstanding balance of any type payable to Exposition Management, it will not be permitted to install or set up its exhibit. No exhibits may leave the Exposition at any time after installation until the final closing of the Exposition unless special written permission is obtained in advance from Exposition Management. No exhibit may be removed from the Facility until all bills accruing against the Exhibitor are fully paid or credit is approved by the creditor. In case of attachments or other legal proceedings affecting the Exhibit, the Exhibit shall forthwith become the property of Exposition Management.**
5. The use of loudspeakers, recording equipment, television sets, radios, operating machinery, or any other apparatus which is of sufficient volume to annoy neighboring exhibitors will not be permitted. The use of

speakers will be permitted only if they are within the confines of the contracted exhibit space and facing inward and not toward the aisles. The sound from any and all audio presentations, equipment demonstrations, or any other booth activity must not spread beyond the immediate area of the display. Light and Laser shows or demonstrations must not project beyond the exhibitor's booth. Stages, if used in exhibits, must face the inside of the booth in order to prevent the audience from blocking the aisles.

6. **Dispensing or serving of beverages or food** from the booth must be approved by the Exposition Management and the Austin Convention Center ("ACC") prior to the commencement of the exposition. Popcorn machines or the dispensing of popcorn or peanuts is prohibited on the exhibit floor.
7. Exhibitor will pay the costs of the services of any structural engineer required by Exposition Management in connection with the Exhibitor's Exhibit.
8. Floor plans for all multi-level or covered exhibits must be submitted for approval to the ACC Fire/Safety Department at least 60 days in advance of the Exposition.
9. Smoke and/or fog-producing machines may not be used at any time.
10. Exhibitors will be responsible for providing, at their own expense, any security necessary for their exhibit.
11. Live animals of any kind (excluding Service Animals) are not allowed on the exhibit floor.
12. No luggage carts or wheeled carts of any kind will be allowed on the exhibit floor.
13. **Helium Balloons:** All helium balloons must be approved by the Exposition Management and the ACC. Small individual balloons are not permitted.
14. Photography and video recording at the Exposition by anyone other than the Official Contractor are prohibited. The only exceptions to this rule require written authorization from TAB and written releases from all individuals appearing in the photograph or video.

D. Musical Entertainment

All live musical performances and all uses of recorded music must be licensed by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and any other agency responsible for licensing such music. Recorded music includes, but is not limited to, records, tapes, compact disks, videotapes, or computer presentations with either featured or background music. Each Exhibitor who uses performances of live or recorded music must pay Exposition Management the appropriate special charge for such performances. The fee for recorded music is \$100. The fee for live music \$300. Exhibitor agrees to indemnify, defend, and hold harmless Exposition Management, and its officers, directors, members, employees, and agents from and against any and all claims, costs and expenses (including legal fees and expenses), demands, and liabilities of every kind with respect to breach of the representations and warranties contained in this paragraph.

E. Installation and Removal of Exhibits

Complete details regarding the installation and removal of exhibits are included in the Exhibitor Service Kit. No exhibits may leave the building at any time after installation until the final closing of the Exposition unless special permission is obtained in writing from Exposition Management. In order to provide a well-regulated, attractive, and successful Exposition, any exhibitor who breaks down prior to the end of official show hours will result in the loss of priority points and may be ineligible to exhibit in future Sunbelt Builders Shows. No exhibits may be removed from the building until all bills accruing against the exhibitor are fully paid or credit is approved by the creditor. In case of attachments or other legal proceedings affecting the Exhibit, the Exhibit shall forthwith become the property of Exposition Management. Exhibitor agrees to indemnify, defend, and hold harmless Exposition Management, its officers, directors, members, employees, and agents from any and all liability, claims, or expenses of any kind whatsoever, including legal fees and costs, arising out of or in connection with such claims.

F. Subletting Space

No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to it. Nor shall any exhibitor exhibit therein any other goods, apparatus, material or service that is not manufactured or distributed by the exhibitor in the regular course of its business or allow any other person or party to do so. If it is necessary to use the equipment of another manufacturer, that equipment should be displayed separately, and no advertising of that equipment may be displayed.

G. Catalogs, Souvenirs, Etc.

Soliciting, polling, interviewing, etc. in any part of the ACC other than exhibitors' booths is strictly prohibited and any person so doing will be required to leave the buildings. Circulars, catalogs, magazines, folders, and any other matter may be

distributed only from within the exhibitor's booth and must be related strictly to the products and/or services on display or directly available from the individual exhibitor. Distribution of wheeled carts is prohibited. Distribution from booth to booth or in the aisles is forbidden, and exhibitors must confine their exhibit activities to their contracted space. Strolling entertainment or moving advertisements outside of an exhibitor's assigned space is not permitted.

H. Fire Regulations

All exhibitors, service contractors and any other parties exhibiting or working in the ACC must comply with all applicable Federal, State and Municipal building and fire codes. Compliance with applicable laws is mandatory and is the sole responsibility of the exhibitor

I. Care of Building

The ACC prohibits any attachments or installation of materials of any kind in the walls, ceiling, columns, floors, or other common areas of the ACC, inside or outdoors. Exhibitors may not distribute helium balloons or adhesive-backed decals of any type inside the ACC. Glitter and/or confetti may not be used or distributed in the ACC. Exhibitors may not mark, damage, or otherwise deface any part of the building or property belonging to the ACC. Any such damage shall be the sole responsibility of the exhibitor. Exhibitor agrees to indemnify, defend and hold harmless Exposition Management, its officers, directors, members, employees, and agents from any claims, losses, or expenses resulting from its breach of this covenant.

J. Payment for Space and Cancellations

The exhibitor specifically recognizes and acknowledges that Exposition Management will be harmed if the exhibitor cancels its exhibit space after it has been assigned and confirmed by Exposition Management. Any prospective exhibitor leasing space who fails to make the payment required by this agreement or who cancels such space after March 30, 2012, shall forfeit all monies paid and all rights in and to the use of the contracted exhibit space. The exhibitor shall have no right to a listing in the Official Exhibit Guide. Exposition Management shall have the right to dispose of the released space in such way as it may consider in its interests (including re-sale of such exhibit space without any liability on the part of Exposition Management).

K. Assumption of Risks and Release

Exhibitor expressly assumes all risks associated with, resulting from, or arising in connection with Exhibitor's participation or presence at the Exposition, including, without limitation, all risks of theft, loss, harm, damage, or injury to the person (including death), property, business, or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, or otherwise. Exhibitor has sole responsibility for its property or any theft, damage, or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Exposition Management nor the ACC accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Exposition Management nor the ACC shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages, and liabilities described in this paragraph.

L. Indemnification

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to Exposition Management), and hold harmless Exposition Management, the ACC, and their respective officers, directors, members, employees, agents, and representatives, from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees, and expenses which result from or arise out of or in connection with: (1) Exhibitor's participation or presence at the Exposition; (2) any breach by Exhibitor of any agreements, covenants, promises, or other obligations under this agreement; (3) any matter for which Exhibitor is otherwise responsible under this agreement; (4) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret, or other proprietary right; (5) any libel, slander, defamation, or similar claims resulting from the actions of Exhibitor; (6) harm or injury (including death) to Exhibitor, its officers, directors, employees, agents, contractors, or guests; and (7) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance, or otherwise.

M. Limitation of Liability

Under no circumstances shall Exposition Management or the ACC be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Exposition Management's maximum liability under any circumstances exceed the amount actually paid to Exposition Management by Exhibitor for exhibit space rental pursuant to this agreement. Exposition Management makes no representations or warranties, express or implied, regarding the number of attendees to the Exposition, or regarding any other matter.

N. Insurance

Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under

this paragraph. A) Workers' Compensation insurance; B) Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000

aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); C) Automobile Liability insurance with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds the Texas Association of Builders, its Directors, Officers, Members, Employees and Agents. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to Exposition Management, shall be furnished to Exposition Management sixty (60) days before the first day of the Exposition. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' notice to Exposition Management.

O. Eventualities

In the event that an event, including but not limited to, acts of God, acts, regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder (including labor disputes or demonstrations of any kind), acts of terrorism or other violence, curtailment of transportation facilities, or other emergency, makes it illegal or otherwise impractical for Exposition Management or the ACC to provide the facilities or services contracted herein, this Agreement shall terminate without further obligation on the part of any party hereto. In the event of postponement or disruption of the Exposition for any cause beyond the control of Exposition Management, Exposition Management shall have no obligation whatsoever to Exhibitors. Settlement by adjustment may be made to each exhibitor on a pro rata basis (not to exceed 25 percent) for routine commitments that it has found necessary to make for initial organization work. The exhibitor hereby waives any and all claims against Exposition Management for damages or compensation due to cancellation or postponement of the Exposition pursuant to this paragraph.

P. Attendance

The Association makes reasonable attempts to attract qualified attendees to its Exposition but does not guarantee specific volumes or levels of attendees.

Q. Amendments

Exposition Management shall have full power in the interpretation and enforcement of all Rules contained herein, and the power to make, from time to time, such reasonable amendments thereto and such further Rules and Regulations as it shall consider necessary for the proper conduct of the Exposition, provided same do not materially alter or diminish the contractual rights of Exhibitor.

R. Americans with Disabilities Act Requirements

Exhibitor agrees to comply with applicable requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively, the "ADA") and agrees to indemnify, defend, and hold harmless Exposition Management, its officers, directors, members, employees and agents from and against all claims that may be brought against exhibitor on the basis of exhibitor's noncompliance with ADA requirements. All Exhibitor personnel who may need special assistance or auxiliary aids pursuant to the ADA should contact Exposition Management as soon as possible.

S. Right of Entry and Inspection

Exposition Management or its designee shall retain the right and unfettered discretion at any time to enter the leased area occupied by exhibitors and to inspect any material distributed or made available in the leased area.

T. Governing Law and Forum

This Agreement shall be governed by, construed and enforced according to the laws of the State of Texas (excluding the State of Texas' conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction). The parties hereby agree to submit themselves to the personal jurisdiction of the courts of State of Texas, which shall be the exclusive venue for any disputes relating to this agreement.

U. Exhibitor Listings

By participating in the Exposition, Exhibitor grants to Exposition Management a perpetual, fully-paid, non-exclusive license to use, reproduce, and display its name, trade name(s), and the name(s) of its product(s) and service(s) in any directory or other listing of Exposition exhibitors in any and all media, including, without limitation, print and electronic media. In no event shall Exposition Management be liable for any errors or for the omission of Exhibitor from any directory or other listing.

Notwithstanding anything to the contrary herein, Exhibitor agrees that this Agreement is subject to the terms of a Lease Agreement between Exposition Management and the ACC under which Exposition Management has leased the premises of which the Exposition Space herein let is a part. Exhibitor agrees to be bound by all terms and conditions thereof as to the use and enjoyment of the premises.