



# Truckload 2023: Orlando

## Rules and Regulations

**DEFINITIONS** - TCA is the Truckload Carriers Association and its authorized agents and representatives acting within the scope of their authority. Exhibitor, as used in these rules, means any person or company exhibiting at Truckload 2023 Orlando - TCA's Annual Convention. The decision of TCA in interpreting these rules shall be final.

**CODES AND AGREEMENTS** – Exhibitor/Sponsor hereby agrees to be bound by the Rules and Regulations of the Exposition, and all amendments thereto. Exhibitor further agrees to adhere to and be bound by: (a.) all applicable fire, safety, utility, and building codes and regulations; (b.) any rules or regulations of the facility where the Exposition is held; (c.) the terms of all leases and agreements between TCA and any other party relating to the Exposition.

**ASSIGNMENT OF SPACE** - TCA reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary without notice. No space will be assigned until contract and payment in full has been received and accepted by TCA.

**PAYMENT** - The cost of each booth is as indicated on the front of this space application and contract under "Exhibit Rates". Full payment must accompany the exhibit space application and contract. No application for exhibit booth space will be considered without payment. If you choose to by the check, payment must be received in full prior to March 4, 2023. If check payment is not received by March 1, 2023, the full amount balance due for your booth and add-ons will be charged to the card on file submitted with your booth agreement.

**BOOTHS** - Standard booth backgrounds, side rails, a trash can and uniform two line signs (44" x 7") are provided without charge. Booth backgrounds are eight feet in height, and divider side rails are thirty-three inches in height. No display may exceed a height of eight feet from the building floor in the area five feet forward from the rear background of each Booth without written permission from TCA. In any portion of the Booth beyond five feet from the rear background of the Booth, all parts of the Exhibit shall be placed not to exceed four feet from the building floor. Aisle carpeting will be provided by TCA. Exhibitor is required to carpet contracted booth space under this agreement.

**BOOTH PERSONNEL** - All Exhibit personnel must be a registered attendee either as a.) Complimentary registration available at one for every 100 sq. ft. leased (maximum: 10); b.) as a registered attendee at the appropriate fee and category, as set as the official rates for Truckload 2023 Orlando. **NOTICE: TCA DOES NOT OFFER BOOTH PERSONNEL ONLY OR PARTIAL REGISTRATIONS.**

**EQUIPMENT** - All equipment shall be provided by Exhibitor at its own expense. All Booth equipment shall be in keeping with and consistent with all rules, codes and regulations referred to under Codes and Agreements above. Exhibits not conforming to the outlined specifications, or which, in design, operation, or otherwise are objectionable in the opinion of TCA, will be prohibited.

**HANDLING, STORAGE, INSTALLATION AND DISMANTLING** - Exhibitor shall make arrangements for shipment, delivery, receipt and storage of materials through the Official Decorator/Drayer. All booths must be erected and ready for viewing by the earlier of (a) two hours prior to the date and hour announced as the opening of the Exhibition or (b) the official inspection time announced by TCA. TCA reserves the right to engage labor on behalf of Exhibitor, if in the opinion of TCA, Exhibitor is unlikely to meet pre-designated deadlines. Exhibitor promises to pay promptly any invoices for such labor. Goods received by Exhibitor after the Exhibition opening must be delivered to the official decorator or exhibit hall manager, whom shall be designated by TCA, and set up during times when the Exhibit Hall is closed. Exhibit booth materials and displays may not, without approval by TCA, be removed from the exhibit hall until the hall has been officially closed at the conclusion of the exhibition. The deadline for clearance of materials from the hall will be indicated in the official exhibitor's service manual provided by TCA and will be enforced. It is the responsibility of the exhibitor to have display dismantled, packed, identified, and cleared for shipment by such time.

**EXCLUSION OR REMOVAL OF THE EXHIBITOR PROPERTY** - TCA reserves the right to remove from the hotel or Exhibit hall premises any and all Exhibitor property should the Exhibition be canceled, relocated or if Exhibitor violates any of the conditions of the Exhibit Application and Space Contract. TCA shall have the right to exclude or remove, at Exhibitor's expense, or to require modification of any display or demonstration, which, in its sole discretion, considers unsuitable to or not in keeping with the character of the Exhibition. TCA shall have the right to demand modification of the appearance of dress of persons or mannequins used in connection with displays or demonstrations. If Exhibitor refuses TCA's demands, TCA reserves the right to exclude or remove, at Exhibitor's expense, the entire display or demonstration. TCA assumes no liability for damage to said property or obligation to return Exhibitor's booth payment or any part thereof.

**DEFAULT OCCUPANCY** - Failure to occupy space contracted shall not relieve Exhibitor from the obligation of paying for such space at the full rental price, and TCA shall have the right to use such space as it sees fit to eliminate unoccupied space in the exhibit hall, provided such booth space is not set-up and occupied two hours before the official show opening.

**LIABILITY** - The relationship between TCA and Exhibitor shall be that of independent contracting parties and this Agreement shall not be construed as creating a partnership, employer-employee relationship, joint venture or agency between TCA and Exhibitor. TCA, its employees, its members, their service contractors, agents and building and grounds officials are not responsible for the safety of the Exhibitor, its agents, employees, and representatives; or for the loss or damage to the property of Exhibitor from theft, fire, accident, vandalism or other causes. Any protection to persons or property provided by TCA, including but not limited to provision of security personnel and other precautions that TCA may take to protect property during installation, show periods and removal, shall be deemed purely gratuitous and shall not give rise to any duty by TCA or any liability on its part. TCA 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 public enemy; strikes; war or war-like conditions; terrorist attacks; the authority of the law; or any cause beyond TCA's control. TCA will, however, in the event it is not able for any of the above named causes to complete its exhibit period, reimburse Exhibitors for any exhibit rental fees to be determined at TCA's sole discretion.

**INSURANCE** - All property of the Exhibitor will remain under Exhibitor's custody and control during transit to/from and within the confines of the exhibit hall. Exhibitor must maintain minimum insurance coverage for the following types of coverage. Worker Compensation: a minimum of \$1,000,000 each accident and \$1,000,000 each employee or the statutory amount as regulated/enacted into law of the jurisdiction where services are to be provided or performed (whichever is greater); Automobile Liability: to include hired and non-owned vehicles with a minimum limit of \$1,000,000 CSL (combined single limit); and Commercial General Liability (CGL) in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage to include bodily injury, property damage, personal injury and contractual liability. ALL coverage shall be written with insurance carriers that are admitted in the jurisdiction where services are to be provided and have at least a rating of A VII or better in the current AM Best guide and contain a waiver of subrogation. Any cancellation of Exhibitor policy or material alteration of coverage or limits requires notification to Truckload Carriers Association at least 30 days prior to event start date. A Certificate of Insurance must be provided a minimum of 14 business days from March 4, 2023, listing Truckload Carriers Association as an additional insured as follows and mailed to: "Truckload Carriers Association" Mailing address: ATTN: Kelly Schubert/TCA, 555 E. Braddock Road, Alexandria, VA 22314 or emailed to [kschubert@truckload.org](mailto:kschubert@truckload.org).

**INDEMNIFICATION** – Exhibitor agrees to indemnify, hold harmless and defend TCA, its officers, directors, employees, agents or assigns, from and against any and all liability, loss, cost or expense, including reasonable attorney fees arising of any nature under contract from the activities of the Exhibitor. Exhibitor also agrees to indemnify, hold harmless and defend The Gaylord Palms Resort and Convention Center and their respective members, officers, directors, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorney fees), arising out of, caused by or resulting from, in whole or in part, any act, omission, negligence, fault or violation of law or ordinance, associated with the use or occupancy of the Exhibit Hall

**CANCELLATION OR RELOCATION OF EXHIBITION**- In the event that the Exhibition is postponed due to any occurrence not caused by the conduct of TCA or Exhibitor, whether such occurrence be an Act of God or the common enemy or the result of war, riot, civil commotion, terrorist attacks, disease, sovereign conduct, or the act of conduct of any person or persons not party or privy to this Lease, then TCA will inform Exhibitor of the updated date, time, terms and potentially format of the future Exhibition in order for Exhibitor to determine within 10 business days whether Exhibitor is able or willing to participate. If no confirmation is received, Exhibitor's participation will be confirmed for the new event. If Exhibitor elects not to move forward with the future Exhibition, refunds will be made less \$300 processing fee for reserved exhibit space. In the event that such occurrence results in complete cancellation of the Exhibition, the obligations of the parties under this Agreement shall be automatically terminated and all rental payments under this Lease shall be refunded to Exhibitor.

**CANCELLATION OF EXHIBIT BOOTH SPACE** - Exhibit space may be canceled by the Exhibitor up to January 4, 2023. All cancellations must be in writing to [kschubert@truckload.org](mailto:kschubert@truckload.org) by 6pm ET on January 4, 2023. A refund of all sums, less a \$5.00 per square foot processing fee, will be made. No refund will be made if cancellation is received after 6pm ET on January 4, 2023. In the event of cancellation by Exhibitor at any time, TCA shall have the right to rent the space to anyone else, without obligation to return the amount already paid, and the right to retain such amount as liquidated damages.

**EXHIBIT HALL ACCESS** - TCA's Exhibition is not a public show. TCA will have sole control of who is admitted to the Exhibit area of all persons including Exhibitor personnel and/or registrants. TCA makes every effort to attract the maximum number of attendees to its Exhibition, but does not guarantee specific volumes or levels of attendance. Traffic by a specific booth is a function of the particular exhibit and not a responsibility of TCA.

**USE OF SPACE** - All demonstrations, sales activities, and distribution of circulars and promotion materials must be confined to the limits of the exhibitor's booth. Exhibitor shall not assign, sublet or share the space assigned, nor display articles or materials not manufactured or sold normally by Exhibitor without prior written consent of TCA.

**RESERVED RIGHTS** – TCA and the Gaylord Palms Resort and Convention Center reserve the sole and exclusive right to sell or serve on, in, or about the EXHIBIT HALL any alcoholic beverages, soft drinks, food, souvenirs, or other merchandise, and no food or beverage, samples or otherwise, may be served or distributed by exhibitor without the prior consent of TCA and the Gaylord Palms Resort and Convention Center. TCA and Gaylord Palms Resort and Convention Center likewise reserve the right to eject any objectionable persons from the Exhibit Hall that has not received TCA's and the Gaylord Palms Resort and Convention Center's consent. Any such person so ejected shall be deemed to have waived any right and all claims for damages, reimbursement, or reinstatement, against TCA, Gaylord Palms Resort and Convention Center, and their respective agents and employees.

**LIVE OR RECORDED MUSIC** – Exhibitors are responsible for any copyright licensing fees resulting in the use of music, live or recorded.

**GOVERNING LAW** - The laws of the Commonwealth of Virginia shall govern this contract, rules and regulations. Any mutual agreement by the parties not to enforce any provision of these rules and regulations shall not void the entire agreement. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be submitted to arbitration in accordance with the commercial Arbitration Rules of the American Arbitration Association. Any judgment and/or awards rendered by the arbitrator(s) shall be final and binding.

The undersigned has read and agrees to abide by the Rules and Regulations outlined above. The undersigned is authorized to execute this contract on behalf of the above stated Company making application to exhibit. \*

Full Name: \_\_\_\_\_

Signature:

\_\_\_\_\_

