

Applicant applies to Texas Counseling Association (“TCA”) for permission to exhibit the above products/services at the 2016 TSCA School Counselor Conference (“Conference”), to be held in Dallas, TX from **February 12-14, 2017**.

**The Application Fee must be paid in full to complete the Application.** TCA accepts cashier’s checks, checks, American Express, Discover, MasterCard, and Visa for payment of the fee. **Purchase Orders are not accepted.** By accepting this Application, TCA does not guarantee that space is available, and Applicant understands it has not been selected as an exhibitor at Conference. If the Application is not accepted, TCA will refund the Application Fee.

Applicant acknowledges TCA has a policy on human rights that is based on beliefs that the worth, dignity, potential, and uniqueness of each individual is an inherent guarantee of all persons, regardless of his or her condition, belief, or status.

Applicant affirmatively represents and warrants its products/services, and related materials, comply with such policy. Further, Applicant affirmatively represents and warrants its products and services do not discriminate on the basis of ethnic group, race, religion, gender, sexual orientation, age and/or disability.

Applicant acknowledges, and accepts, TCA is the exclusive and final arbiter regarding all applications. TCA reserves the right to prohibit any exhibit or any part of an exhibit at its sole discretion.

***If the Application is accepted, the Application Fee shall be converted into the Exhibitor’s Fee, Applicant will be referred to as “Exhibitor,” and, the parties agree as follows:***

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, the provisions contained herein, the mutual benefits to be derived from this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TCA and Exhibitor agree as follows:

The Exhibitor’s Fee entitles Exhibitor to an area large enough to accommodate one six foot table and two chairs, (“Exhibit Space”), listing in Program Book (if contracted before printing deadline), and two exhibitor’s name badges.

Only Exhibitor’s name shall be displayed in Exhibit Space, listed in Program Book (if contracted before printing deadline), and on exhibitor badges.

Exhibitor expressly acknowledges it is not authorized nor shall it assign, share, sublet, or in any other manner transfer access to Exhibit Space without the express written consent of TCA.

TCA shall not refund, rebate, or provide any other form of credit to Exhibitor, except as stated herein. Exhibitor may cancel its participation in Conference by giving TCA written notice. If TCA receives such notice by the close of business on **January 02, 2017**, TCA shall return the Exhibitor’s Fee, less a 50% administrative fee, which Exhibitor authorizes and grants permission for TCA to withhold.

In the event Exhibitor fails to occupy Exhibit Space **by 8:00 a.m., Monday, February 13, 2017**, it shall be considered to have abandoned the Exhibit Space. In such event, Exhibitor grants TCA the right to use Exhibit Space in any manner TCA deems appropriate, including but not limited to providing Exhibit Space to another exhibitor. TCA shall not be liable in any manner for the inclusion of Exhibitor’s name, or a description of the products / services offered in any materials.

Exhibitor shall arrange its displays to use only Exhibit Space, and in such a manner as to recognize the rights of other exhibitors and conference attendees. Distribution of materials by Exhibitor is limited to Exhibit Space. Exhibitor will limit its activities to Exhibit Space, and will refrain from activities that will affect conference attendees during exhibit hours. Operation of sound movies or audio devices is permitted only if the sound level is kept at, or below, conversational level and is not objectionable to neighboring exhibitors. Audio and video machines shall be positioned so attendees viewing or listening to such will not block walkways. Operation and use of machines that create noise and/or disrupt neighboring exhibits may, at the sole discretion of TCA, be restricted. Exhibitor shall be responsible for maintaining a neat and orderly appearance in Exhibit Space, shall arrange for removal of trash and waste materials from Exhibit Space, and shall keep Exhibit Space free of any and all conditions that might be dangerous or constitute an unreasonable risk.

Exhibitor shall not represent, expressly or impliedly, that its products or services are, in any manner, approved, recommended, sanctioned, or endorsed by TCA.

In the event of any breach or violation of this Agreement, TCA, exercising its sole discretion, may immediately terminate Exhibitor’s use of Exhibit Space. Exhibitor agrees to vacate Exhibit Space immediately and peaceably. Should TCA terminate use of Exhibit Space in accordance with this provision, Exhibitor expressly understands and acknowledges it shall not be entitled to, or receive, any refund, rebate, or any other form of credit from TCA.

Exhibitor releases TCA, its employees, agents, representatives, officers, directors, or any other related parties from any and all liability for damages or loss sustained while exhibiting at Conference. Exhibitor shall be solely responsible for taking all reasonable care to protect itself, its employees, agents, representatives, and product from damages or loss, and, insuring against such damages or loss.

Performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the parties’ control, making it impossible, illegal or which materially affects a party’s ability to perform its obligations under this Agreement. In such event, each party agrees to waive any and all claims for damages or loss.

Exhibitor agrees to **indemnify, hold harmless, protect, and defend**, TCA, its employees, agents, officers, directors, representatives, and any other related parties (“Indemnitees”) from and against any and all liability or loss whether or not resulting from the negligence, gross negligence, or misconduct of Indemnitees, including strict liability or product liability claims that Indemnitees may sustain as a result of claims, demands, costs, or judgments arising from the occupation and use of Exhibit Space.

This Agreement shall be governed by and construed under the laws of the State of Texas without regard to its conflicts of law provisions. TCA and Exhibitor agree that claims, disputes, or other differences between them regarding formation or performance under this Agreement shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association, with arbitration to occur in Austin, Travis County, Texas.

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement, and it supersedes all other prior and contemporary agreements, understandings, and commitments between TCA and Exhibitor with respect to the subject matter of this Agreement.

TCA and Exhibitor represent and warrant each has full power and authority to make the representations and warranties herein, concede the rights and privileges granted, and enter into this Agreement.

By my signature below: I acknowledge that I am at least 18 years of age and competent to enter into this Agreement; I have read this Agreement and fully understand its contents, meaning, and consequences; I certify that without exception I accept the terms of this Agreement and sign it freely and voluntarily.

#### **ACCEPTED AND AGREED:**

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Signature

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Date

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Printed Name – Title / Position

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Texas Counseling Association

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Date

**You may mail the completed Application, including the Application Fee, to:**

Texas Counseling Association ■ 1204 San Antonio, Suite 201 ■ Austin, TX 78701