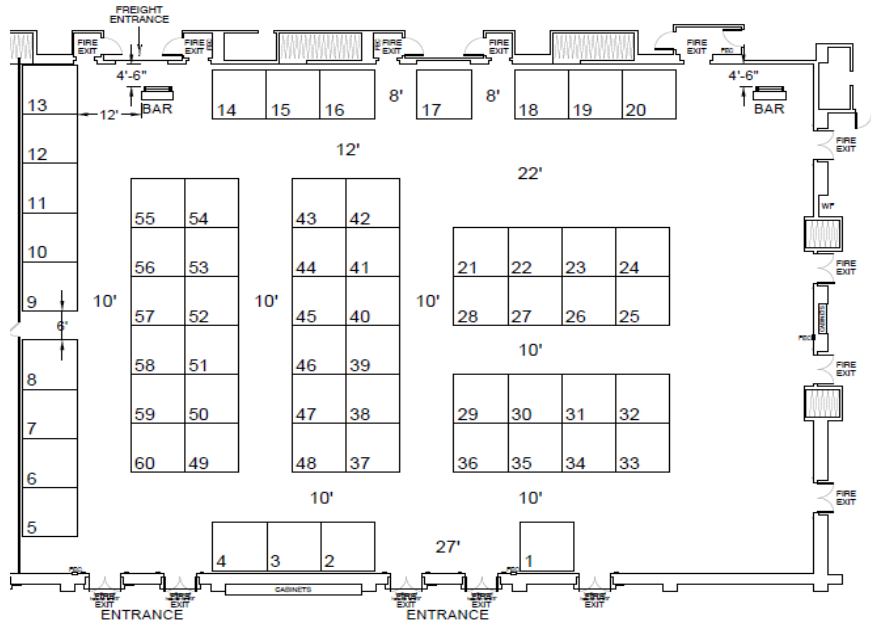


TMBA ANNUAL CONVENTION

Exhibitor Reservation Form

Hyatt Hill Country Resort | San Antonio, Texas | April 30-May 2, 2023



As of 11/15/2022. Please visit www.texasmba.org/convention for updated exhibitor floor plan.

Exhibit space at the TMBA Annual Convention has typically **SOLD OUT** every year. Sign up early and take advantage of this fantastic forum for networking, introducing your products and services to key players in the mortgage industry.

You will receive two (2) complimentary attendee registrations with purchase of your 10 x 10 exhibit space (6'x30" skirted table, 2 side chairs, one wastebasket, and 7"x44" one-line identification sign). Please remember that additional individuals from your company must register separately and pay the attendee registration fee. Double booths available upon request, contact us for details.

Premium Booth Option. The *Premium Booth option (additional \$500) will enable you to specify the booth space you want to ensure visibility and exposure. By NOT selecting the Premium option, your booth space will be assigned by TMBA. All Premium REQUESTS must be received by **FEB 28- March 15th. DEADLINE PASSED**

RESERVE YOUR BOOTH. Complete and sign this form along with the complimentary registration information (page 2) and return with payment to: Denise Steusloff at dsteusloff@texasmba.org. Checks can be sent to: 1701 Directors Blvd, Suite 240, Austin, Texas 78744. For more information, visit www.texasmba.org/convention.

exhibitor information

contact name _____ company name _____

mailing address _____

city _____ state _____ zip _____

phone _____ email address _____

exhibitor fees**

	before Jan 31	before Feb 28	March 15	after Feb 28	March 15
Member	\$2030	\$2475			\$2920
Non-member	\$2260	\$2705			\$3135

Premium Booth Reservation* option (add additional \$500) – deadline FEB 28:

*booth preference #1: _____ # 2: _____

payment

Check Visa MC Amex Total Amount Paid: _____

credit card number _____ expiration date _____

signature _____

agreement (page 2 - 4)

By signing below, the exhibitor agrees to abide by the Conditions of the Exhibit Space Contract (page 2 - 4), 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 _____

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Complimentary Registrations*

_____	_____
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. Your complimentary attendees must be current employees or representatives of your company and is non-transferable to those outside your company. Additional convention registrations may be purchased— fees are based on the most current registration fee and your company’s membership status. Complimentary attendee registrations cannot be transferred to a paid attendee for refund. Please review the Convention cancellation policy for further information.

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. We encourage you to join us throughout the entire Convention program starting Sunday evening at the Local Hospitality Reception through Tuesday evening’s Presidents Reception as it is a great opportunity to continue networking with your current and potential customers. Separate registration is required for the golf tournament, non-golfer outings, TWMB Networking event and the Future Leaders Casino Night.

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.

Exhibit space is limited, and TMBA is anticipating a sold-out show. Confirmation details will be emailed to confirm your spot and receipt of your form. Booth assignment will be finalized by TMBA staff and will be assigned based on premium booth selection and on a first come, first served basis using the receipt date of paid contracts and TMBA members having preference. All booth personnel must be registered.

Your booth confirmation and exhibitors kit containing shipping information, labor, electrical and internet information will be sent via email 6-8 weeks prior to the event.

Conditions of the exhibit contract

You will receive TMBA acceptance of your booth request and 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 by TMBA unless you have selected the Premium Booth option (additional \$500 plus exhibit fee by Feb 28th). by **March 15th**. If you have reserved and paid for the Premium Booth option your chosen space will be reserved in the order premium requests are received. TMBA reserves the right to make any changes to the floor plan, space assignments or schedule if deemed necessary including the Premium Booth selection.

PAYMENT – **Total payment is due by upon receipt of the Exhibitor Reservation Form to reserve space** at the most current exhibitor registration price and TMBA membership status. Exhibitors with outstanding payments will forfeit their booth. If you cancel this contract or fail to exhibit at the Texas Mortgage Bankers Association Convention, 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 Convention, or for any reason are required to cancel or terminate the exhibitor’s 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.

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Exhibitors and their representatives shall not congregate or solicit trade in the aisles or in booths outside their own. 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 and approved, including distribution of pamphlets, brochures or any advertising matter, which 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.

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 Feb 15, 2023; 50% if received prior to March 15, 2023. No refund will be made if notice of cancellation is received after March 15, 2023, 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 pro rata 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.

FORCE MAJEURE – Neither TMBA nor Exhibitor shall be liable or deemed to be in default of any provision of this Agreement for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, failure of the Internet, fire or other casualty, act of God, riot, strike or labor dispute, war, act of terrorism, or other violence, pandemic or other emergency making it unsafe, impossible or illegal to perform under the Agreement, or any law, order or requirement of any governmental agency or authority, provided that the party experiencing the delay shall notify the other party of the force majeure condition and work diligently to overcome the cause of the delay and resume performance as expeditiously as possible. In the case of a force majeure event which causes the Exposition to be cancelled or postponed more than three months, without a reasonable substitute, Exhibitor will be entitled to a full refund of amounts paid.

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 convention 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.

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COMPLIMENTARY REGISTRATIONS – Exhibitor shall receive a specified number of complimentary registrations for the conference. Badges will be issued in the name of the designated individuals and may not be traded to, and used by, non-registrants. If TMBA finds exhibitors trading or otherwise improperly using their badges, TMBA may, at their discretion seize the badges and/or expel the exhibitor from the expo locations and/or suspend exhibitor from exhibiting at one or more future conferences.

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.