

ASSOCIATE BUSINESS MEMBER PARTICIPATION AGREEMENT

By registering for a THCA event, the company registering to participate (“ABM”) acknowledges and agrees it is entering into this Associate Business Member Participation Agreement (“Agreement”), which is a binding agreement with Texas Health Care Association (“THCA”). For valuable consideration, which is hereby acknowledged, ABM and THCA agree to adhere to the rules, regulations, and conditions contained below:

1. **Purpose.** ABM agrees to follow the rules, regulations, and conditions outlined in this Agreement and to comply with the applicable THCA contracted decorator vendor requirements in exchange for THCA allowing ABM to participate in a THCA event. ABM is responsible for any violation of this Agreement, whether the violation is committed by ABM, its Badge Holders, or any non-registered representative or agent of ABM.

2. **Definitions.**

(a) *ABM* means the associate business member that has signed this Agreement and includes any and all of its registered Badge Holders, employees, or registered representatives.

(b) *Badge Holder* means a registered and named badge holder for ABM. When context requires, the singular form of nouns, pronouns, and verbs includes the plural, and vice versa.

3. **Registration for Events.** ABM agrees to pay the full registration fee associated with any THCA event for which it registers in exchange for THCA allowing ABM to participate in the event. Refunds will be at the sole discretion of THCA. THCA does not represent, warrant, or guarantee results of ABM. THCA does not guarantee any number of attendees or exhibitors.

4. **Badges.** ABM is entitled to a certain number of registered badges by registering to participate. ABM must register named persons as Badge Holders. BADGES ARE NON-TRANSFERABLE.

5. **Soliciting.** Soliciting sales, leads, or business by anyone other than ABM is strictly prohibited. ABM may not permit or allow any person or entity that is not registered to participate to solicit sales, leads, or business anywhere within the event space. ABM will be allowed to conduct business within the confines of its assigned space or designated meeting rooms during event hours; provided that, non-registered ABM representatives are not permitted at the event or on the event floor.

6. **Hospitality Suites.** Any hospitality suites must be pre-approved by THCA. Hospitality suites are available only to registered THCA Provider Members, associate business members, THCA officers, and approved THCA consultants. Any attempt to open a hospitality suite in violation of the foregoing will result in the immediate closure of the suite.

7. **Security.** THCA will provide security at its events through a hired security company from the start of exhibit set up through the end of exhibit strike down. Under no circumstances does THCA assume any type of liability or responsibility for the safety of attendees, exhibits, exhibitors, employees, or representatives. Among other duties, the provided security will ensure that entry during the scheduled event hours is granted only to proper Badge Holders, event attendees, associate business members, and THCA staff. ABM is allowed to purchase individual security services at ABM's expense.

8. **Insurance.** THCA will not provide insurance coverage, and ABM may choose to purchase individual insurance coverage at its own expense.

9. **Indemnity.** ABM agrees to hold harmless and indemnify THCA, any applicable contracted decorator vendor, and the entity providing the event space from any and all liability except for claims arising from gross negligence or willful and wanton misconduct.

10. **Code of Conduct.** At all times ABM's registered representatives and Badge Holders will conduct themselves with professionalism, integrity, and fair dealing; they will refrain from any action or conduct that is, or is perceived to be, disruptive, unprofessional, or harassing. ABM's registered representatives and Badge Holders must dress in a neat, clean, and appropriate manner, which includes business casual attire or moderate and tasteful clothing.

11. **THCA Control.** All aisles and designated food and beverage areas are under the control of THCA. ABM may not dispose of anything in the aisles, other exhibitor spaces, or in open spaces within the confines of the event space.

12. **Subletting.** Unless THCA otherwise consents, ABM is not allowed to, in whole or in part, assign, sublet, or apportion any part of the space allotted to it, nor the exhibit therein, nor permit any goods or services, except for those manufactured or sourced by ABM in the regular course of business and special no-cost promotions which may be included as an exhibit attendance incentive.

13. **Fire Regulation.** No combustible material, including but not limited to gasoline and kerosene, will be permitted at the event location at any time. All decorations must be flame proof. Violation of this Section may subject ABM to fines by the Fire Marshal.

14. **Food and Drink.** ABM may not offer or serve any food or drink to attendees nor bring food or drink items to the event location without prior approval by the authorized representative of the event center; except, sealed food or drink items given away as door prizes and that will not be opened and/or consumed prior to leaving the event location do not need prior approval.

15. **Booths.** If applicable to the registered event, ABM will be provided a booth. Additional display materials, furniture, floor coverings, or other unique materials may be obtained at ABM's expense from the applicable contracted decorator vendor or from ABM if it is in reasonable condition. ABM must be aware of and yield priority to any workers of the contracted decorator vendor. ABM is encouraged to make shipping arrangements for booth materials that exceed a couple of hand cart loads. Any rules bringing items into the event center will be provided in the exhibitor's service kit.

16. **Liability.** ABM is liable for any damages it causes, which includes damage caused by ABM's employees, representatives, or agents, to the building, floors, walls, columns, fixtures, booth equipment, or other exhibitor's property, regardless of reason.

17. **Remedies.** If ABM violates this Agreement, in part or in whole, THCA may remedy any and all violations in a manner within its sole discretion. Such remedies include but are not limited to issuing a warning, revoking ABM's registered badge holder privileges, and/or prohibiting future participation by ABM in THCA events.

18. **Enforcement.** THCA reserves the right to restrict ABM's exhibit that, due to noise, method of operations, materials, or any other reason, becomes objectionable in THCA's sole discretion. THCA reserves the right to reject, prohibit, or evict ABM, its display materials, or any of its employees, representatives, or agents, with or without cause. If cause is not given, ABM's damages shall not exceed the return of the registration fee paid by ABM to THCA for the event. If ABM is ejected for cause, which includes a violation of this Agreement or any other stated reason, no return of any registration fee shall be made.

19. **Amendment and Interpretation.** THCA has the power to amend this Agreement as necessary to conduct successful THCA events. THCA has final determination and full power to interpret and enforce all rules, regulations, and conditions contained herein.