



Independent Bankers Association of Texas

37th Annual Convention

October 1-4, 2011 Westin La Cantera Resort, San Antonio, Texas

Exhibits

IBAT will offer Exhibits on **Sunday, October 2** and on **Monday, October 3**.

The exhibits will be set up in sections DEFGHI of the San Antonio Ballroom. Exhibits must be set up between **12:00 and 2:30 p.m.** on **Sunday**, and **must be dismantled between 12:00 and 2:30 p.m. on Monday**. Exhibit hours are **3:00 to 7:00 p.m.** on **Sunday**, and **10:00 a.m. to Noon** on **Monday**.

Exhibit space consists of either an **8ft x 8ft booth** or a **10ft x 10ft premium booth**. Power and/or Internet access will be at exhibitor’s expense. Exhibit personnel will be limited to two (2) per 8’ x 8’ space, or four (4) per premium booth. Exhibit personnel will be issued badges, but are not registered for the entire convention. Exhibitors are welcome and encouraged to register for the convention or may purchase individual tickets for some events.

Exhibit space is available on a **first-come, first-served** basis (see floor plan). Space is not definite until a **nonrefundable** deposit of **50% of the cost of the booth** is received by IBAT.



MEMBER ALLEGIANCE DISCOUNT!

Members who exhibited in 2010 will receive a \$100 discount!

Type	Member	Nonmember
8’ x 8’	\$1,945	\$2,840
Premium 10’ x 10’	\$2,695	\$3,590

SOLD OUT

Exhibitors will be bound by the “Exhibit General Information, Rules, and Regulations” below.

EXHIBIT GENERAL INFORMATION, RULES, AND REGULATIONS

1. SHOW SPONSORSHIP AND MANAGEMENT. The show is produced by and is the property of the Independent Bankers Association of Texas (“IBAT” or “Management”). IBAT will provide all show management functions and establish all show policies. Each prospective exhibitor is required to sign the IBAT CONVENTION SPONSORSHIP APPLICATION for space. By doing so, the exhibitor subscribes to this GENERAL INFORMATION, RULES, AND REGULATIONS, which is a part of the APPLICATION. Each

exhibitor, for itself and its employees and agents, agrees to abide by these conditions, it being understood and agreed that sole control of the exhibit space rests with IBAT.

2. WHAT MAY BE EXHIBITED. The show is designed for display and demonstration of banking-related products and services. **Companies that have exhibited in a previous IBAT show are not required to apply for a ruling of eligibility unless specifically requested to do**

so. IBAT reserves the absolute right to decline or prohibit any exhibit, exhibitor, or proposed exhibitors, not approved by the management, and to permit only such matter and conduct as shall be approved.

3. SPACE LIMITATIONS.

a. **8’ x 8’ Exhibit.** Exhibits and collateral materials must fit within the allotted space.

b. **Premium Booth.** Exhibit size is a 10ft deep x 10ft wide booth.

4. ARRANGEMENTS OF EXHIBITS. Freeman Decorating Company will provide the following without cost to the exhibitor:

8' x 8' and Premium 10' x 10' Exhibits: Back and side wall drapes, draped table and identification signs. If exhibitor plans to install a completely constructed display of such a character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof shall project or extend beyond the space allotted to the exhibitor. No exhibitor's products, equipment or booth construction may be placed so as to obstruct the view of the neighboring exhibits for visitors passing through the aisles, as determined by IBAT in its sole and absolute discretion. No part of any display may be over eight feet in height. The back three feet of rented space may be occupied from the floor up to eight feet in height; the front of the rented space may be occupied from the floor up to 48 inches only.

All aisle space and utility cores belong to the show. Exhibitor agrees to provide for storage as needed within his assigned booth area, and agrees that no item will be stored in the utility core. Standing in aisles or in front of exhibit space of other exhibitors to attract persons to a particular booth or for advertising purposes is strictly prohibited.

5. SUBLETTING OF SPACE. The exhibitor agrees not to assign, sublet, or apportion space or any part thereof allotted to it, nor to exhibit or advertise goods other than manufactured or sold by it in

the regular course of business, unless approved by IBAT.

6. PAYMENT. A nonrefundable deposit of **50% of the exhibit cost** must accompany each application. The remaining balance must be paid by **August 15, 2011.**

7. CANCELLATION OR WITHDRAWAL. An exhibitor may cancel or withdraw from the show subject to the following conditions and restrictions:

a. The exhibitor shall give IBAT notice in writing of its intention to cancel or withdraw from the show.

b. In the event the said notice is received by IBAT on or before July 1, all fees paid by the exhibitor, less the 50% deposit, will be refunded.

c. In the event said notice is received after July 1, no money will be refunded, and the exhibitor shall be obligated and agrees to pay the total cost of the space assigned.

In the event of cancellation, IBAT shall have the right to use said space to suit its convenience, including selling the space to another exhibitor, without any rebate or allowance to the cancelled exhibitor. IBAT assumes no responsibility for having included the name of the canceled exhibitor or descriptions of its products in any show catalog, brochures, news releases or other materials.

8. INSTALLATION AND DISMANTLING. The specific requirements as to the time for installation and dismantling of exhibits shall be supplied to each exhibitor for the show. Such requirements shall be binding upon the exhibitor as though fully set forth herein. Space not occupied or set up by

that time may be reassigned for other purposes by IBAT. All displays must be in place and set up **no later than 2:30 p.m. on Sunday, October 2; displays MUST be dismantled between 12:00 and 2:30 p.m. on Monday, October 3.**

9. CONFLICTING MEETING & SOCIAL EVENTS. In the interest of the success of the entire convention, the exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of attendees from the convention during the official hours of the convention.

10. BUILDING OCCUPANCY. In case the premises of the hotel shall be destroyed or damaged, or if the show fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lock-out, injunction, act of war, act of God, emergency declared by any governmental agency or by IBAT, or for any other reason, this contract may be terminated by IBAT. In the event of such termination, the exhibitor waives any and all damages and claims for damages and agrees that the sole liability of IBAT shall be to return to each exhibitor its space payment, less its pro rata share of all costs and expenses incurred and committed by IBAT.

11. REFRESHMENTS. No food and/or beverage may be brought into the hotel. Exhibitors may obtain said items only through the hotel.

12. SAFETY, FIRE AND HEALTH. The exhibitor must comply with safety, fire and health ordinances, regarding installation and operation of equipment. All display, exhibit materials and equipment

must be reasonably located and protected by safety guards and fireproofing to prevent fire hazards and accidents.

13. CARE OF BUILDING. No exhibitor may allow an article to be brought into, nor permit any act to be done in the hotel, which will increase the premiums or void policies of insurance held by IBAT. No exhibitor may permit any act by its employees by which the premises shall in any manner be marred or defaced. Exhibitor must surrender the space occupied by it in the same condition as at the commencement of occupation. Any damage done to the premises by the exhibitor shall be made good to IBAT or the building owners, as their interests may appear.

14. INSURANCE. IBAT and the hotel may, but neither is required to take precautions to safeguard exhibitor's property by means of regular perimeter guard service. However, they will not be liable for damage or loss to exhibitor's property through theft, fire, accident or any other cause. In all cases, exhibitors wishing to insure their goods must do so at their expense. IBAT will not assume liability for any injury that may occur to show visitors, exhibitors or their agents and employees, or others.

15. LIABILITY. It is agreed that exhibitor shall indemnify and hold harmless IBAT and its representatives from any and all liability that might ensue from any cause whatsoever.

Exhibitor agrees to indemnify and save and hold harmless the hotel

and its affiliate companies from and against all cost, loss or expense arising incident to any claim of or liability to third parties (including, but not limited to, employees of the hotel, and their affiliate companies, contractors, and subcontractors and their employees; associates and other persons assisting the exhibitor on a paid or voluntary basis; and all guests, patrons and invitees) for injury (or claimed injury) or death of persons or loss of or damage to property arising out of the presence, activity or exhibit of the exhibitor, or the employees, agents or representatives of the exhibitor, or out of, or in connection with, performance (or non-performance) of this contract.

Each exhibitor is responsible for its equipment and Management suggests keeping an attendant at its display during the exhibit hours.

All curtains, flags and other decorative material must conform to requirements of the local Fire Marshall.

16. GENERAL. All matters and questions not covered by the GENERAL INFORMATION, RULES, AND REGULATIONS are subject to the decision of IBAT. GENERAL INFORMATION, RULES, AND REGULATIONS may be amended at any time by IBAT, and all amendments or additions that may be so made shall be as equally binding on all parties affected as the original GENERAL INFORMATION, RULES, AND REGULATIONS.

This agreement shall be binding upon the parties hereto and their

respective executors, administrators, successors, and assigns.

Failure to comply with these rules will entitle Management, in its sole and absolute discretion, to bar Exhibitor from participating in future IBAT Convention events.

17. RULES. The exhibitor agrees to abide by any additional rules as may be imposed by the hotel. Such rules may be obtained upon timely written request made no later than 45 days prior to the show.

18. TERMINATION. This agreement may be terminated by IBAT at any time on the breach of any other of the conditions hereof by the exhibitor, and thereupon all its rights hereunder shall cease and terminate, and any payments made by it on account hereof prior to said termination shall be retained by IBAT as liquidated damages for such breach, and IBAT may thereupon resell or otherwise reuse said space.

19. TERM. This contract is valid only for the period stated on the space application form and provides no guarantees for exhibit space in future years for any shows produced by IBAT.

20. APPLICABILITY OF LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to the conflicts of laws principles thereof.

21. HEADINGS. The use of paragraph headings is for convenience only and does not define the content or scope thereof.