

# **RRC Regulatory Conference Exhibitor Terms and Conditions**

## I. Conference Purpose

The Railroad Commission of Texas (RRC) is hosting this conference to inform and train oil & gas and pipeline operators and other industry representatives on the applicable laws, rules, and procedures for hydrocarbon production in Texas.

# II. Character of Exhibit

It is understood and agreed by each exhibitor that the RRC Regulatory Conference ("Event") is undertaken by the RRC primarily for the education of energy professionals. To this end, each exhibitor agrees to the following:

- A. An exhibitor cannot be an organization under the jurisdiction of the RRC. The RRC is the state agency with primary regulatory jurisdiction over the oil and natural gas industry, pipeline transporters, natural gas and hazardous liquid pipeline industry, natural gas utilities, the LP-gas industry, and coal and uranium surface mining operations.
- B. That this document becomes a binding contract upon issuance of the confirmation of the booth number.
- C. To exhibit only products manufactured or distributed by the exhibitor in the regular course of its business, comprising materials, equipment, apparatus, systems, services, and other component products and/or services pertinent to the energy industry.
- D. To display such products or services in a manner which is intended to describe and depict the advantages of using such products or services.
- E. That due to other organizations exhibiting similar or related product lines, the RRC cannot guarantee that a company exhibiting similar products or services (including an exhibitor's competitor) will not be located in a nearby or adjoining booth space. The RRC makes no warranties or assurances whatsoever regarding the booth space or pertaining to the venue of the Event.
- F. All exhibitors and their representatives must register, and they must display an official conference name badge at all times. Name badges can only be worn or displayed by the person listed on the badge.

G. The RRC reserves the right to change guidelines and to make additional guidelines as it deems to be in the best interest of the conference. The RRC has the sole power to interpret and change guidelines.

### **III.** General Regulations

Note: In order to provide a well-balanced, well-regulated, attractive, and successful *Exhibit Hall, RRC reserves the right to enforce strict compliance with these Terms and Conditions. RRC reserves the right to move the exhibitor's booth to another location in the Exhibit Hall.* The RRC also reserves the right to require an exhibitor to alter the exhibit before or during the show as the RRC deems to be in the best interest of the show.

Exhibitors must comply with requirements posted to the Event webpages. This may include, but is not limited to move in and out times, set-up and tear down instructions, exhibit hall hours, storage and material handling, and related items.

#### A. Display Rules and Regulations

- 1. The Exhibitor Services are provided by Encore, the Exhibitor Services Contractor.
- 2. Any AT&T Hotel and Conference Center guidelines as well as the guidelines set forth in this document shall be followed for the Event.
- 3. Package Shipping & Handling: Exhibitors must coordinate shipping and storage requirements with the AT&T Hotel and Conference Center. Do not send exhibitor property to the RRC. The RRC reserves the right to throw away or dispose of unclaimed exhibitor property mistakenly sent to the RRC.
- 4. Covered exhibit booths are not allowed at the Event.
- 5. Multi-Level and Two-Story booths are not allowed at the Event.
- 6. Exhibitors moving their own materials in or out of the show may use two-wheel dollies, four-wheel trolley hand trucks, or convertible hand trucks only.
- 7. No children are allowed in the Exhibit Hall during setup or tear down hours.
- 8. Exhibitor agrees (to the extent permitted by law) to indemnify, defend, and hold harmless the RRC, its officers, directors, members, employees, and commissioners from any and all liability, claims, or expenses of any kind whatsoever, including legal fees and costs, that arise from the exhibitor's activities on the premises of the AT&T Hotel and Conference Center during any setup, the event itself, and removal of equipment following the event. Exhibitor assumes responsibility for damages to any portion or portions of the facility that occur because of their displays, equipment, or the actions or failure to act of their personnel, contractors, or agents. Any personal property not removed by the time that move-out period ends is subject to removal. RRC shall not be liable for any loss of or damage to any property left on the premises.

#### C. Occupation and Use

- 1. Subletting Space: No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to it. Nor shall any exhibitor exhibit therein any other goods, apparatus, material, or service that is not manufactured or distributed by the exhibitor in the regular course of its business or allow any other person or party to do so.
- 2. Fog and Smoke Machines are not allowed at the Event.
- 3. No exhibits may leave the building at any time after installation until the final course of the Event ends except in an emergency that might cause bodily harm to people in the vicinity or when special permission to vacate early has been obtained in writing from RRC.
- 4. Balloons: All helium balloons and small individual balloons are prohibited.
- 5. Hazardous Chemicals and Materials: Hazardous chemicals and materials are not permitted in the facility without prior written approval of the AT&T Hotel and Conference Center.
- 6. Wireless Communication Devices: Exhibitors are prohibited from using, any wireless communications device in a manner that will cause interference with the AT&T Hotel & Conference Center's wireless systems, or with the use of wireless communications devices by others.
- 7. Volume/Light Control: The RRC reserves the right to regulate the volume or intensity of all loudspeakers, radios, television sets, musical instruments, entertainers, or blinking or flashing lights which are distracting to the attendees or neighboring exhibits during exhibit hours.
- 8. As a matter of safety and courtesy to others, special precautions should be taken when using/demonstrating equipment that has moving parts, or any product that is otherwise potentially dangerous or may cause injury.
- 9. Drones and remote-controlled aircraft are not allowed at the Event.

#### **D. Food and Beverage Regulations**

- 1. Exhibitors and their representatives are registered attendees for the Event and may participate in meals and snacks provided as part of the Event.
- 2. The AT&T Hotel and Conference Center maintains the exclusive right to provide all food and beverages for the Facility. Outside food or drinks are not allowed in the facility.
- 3. Alcoholic beverages may not be brought into the facility by any person or outside service.

4. Exhibitors may offer pre-packaged food and alcoholic beverages as promotional items and in gift baskets. The alcoholic beverage containers must be wrapped in cellphone or other packaging, must not be opened, and must not be consumed onsite.

#### E. Smoking and Fire Regulations

- 1. Smoking The AT&T Hotel and Conference Center is located on the University of Texas' smoke-free campus. They are a non-smoking hotel and smoking is also not permitted in their courtyard.
- 2. Open Flames Open flames are not permitted in the facility at any time.

#### F. Exhibitor Conduct

- 1. Exhibitors must remain within their own space while distributing literature, product samples or other materials, and while conducting lead retrieval.
- 2. Strolling and other mobile entertainment is prohibited.
- 3. All exhibitor personnel representing an exhibiting organization shall be dressed for the professional environment of the Event. Any exhibitor representative who is clothed in an inappropriate manner may be ejected from the event or requested to modify his or her dress at the sole discretion of show management personnel.
- 4. Discrimination and Harassment: Exhibitor agrees that any form of discrimination or harassment by Exhibit personnel based on a person's sex (including pregnancy), race, color, religion, national origin, disability, age, sexual orientation, veteran status, genetic information, or other status protected by law will not be tolerated at the Event. Conduct that is discriminatory or offensive to a reasonable person is inappropriate at the Event and violates this policy, even if it does not meet the legal definition of unlawful misconduct. Exhibit personnel in violation of this policy must leave the premises immediately.
- 5. Exhibitor personnel must always conduct themselves in a professional manner. Behavior that is in any way demeaning, threatening, coercing, and/or abusive, including profane language, or offensive gestures is prohibited. Exhibitor personnel in violation of this policy will be required to leave the premises immediately, and they along with their employer at the time of the violation may not be allowed to exhibit at the next RRC Regulatory Conference and/or other RRC events except at the sole discretion of the RRC. The RRC has sole discretion in determining what constitutes a violation of this section, and what sanction is taken.

#### G. Conflicting Meetings and Social Activities

1. Hospitality and outside functions are not allowed at the AT&T Hotel and Conference Center facilities during the Event's scheduled general sessions, breakout sessions, exhibit hall hours, luncheon, and other meals. This includes but is not limited to exhibit halls, classrooms, meeting rooms, and common areas.

- 2. No exhibitor shall conduct any off-site activity during the Event's scheduled general sessions, breakout sessions, exhibit hall hours, luncheon, and other meals.
- 3. Exhibitors who wish to hold receptions, banquets, special presentations, or other such events shall coordinate them directly with the AT&T Hotel and Conference Center and other appropriate sites.
- 4. Exhibitors hosting outside events must clearly indicate that the outside events are not part of the Event and have no connection with and are not sanctioned by the RRC.
- 5. Exhibitors hosting outside events shall clearly include a statement that their event is not a part of the Event.
- 6. Exhibitors understand that purchasing booth space does not represent or imply sponsorship or hosting of the Event. The value as an exhibitor is exhibitor registration paid to exhibit products and services manufactured or distributed by the exhibitor. The Exhibitor agrees to in no way represent that they are a host or sponsor of the Event.
- 7. Use of the RRC and/or the Event logo/graphics to promote this Event or any outside events is prohibited.
- 8. RRC has not reserved any areas for outside functions.

#### H. Cancellations and "No-Show" Policy

- 1. Each exhibitor and their representatives must register as an attendee of the Event by Friday, July 14, 2023. Registration fees are nonrefundable if an exhibitor cancels or is a no-show.
- 2. If you reserved bulk space (Two or more contiguous booth spaces), there will be no refunds, i.e., you may not cancel a portion of the space
- 3. Exhibitors that "no show," tear down, or leave their exhibits before the specified date and time may not be allowed to exhibit at the next Event. Any exceptions are under the sole discretion of the RRC.
- 4. Exhibitors who fail to move in by the end of the scheduled move in time are subject to the loss of their exhibit space without a refund. The RRC may reassign the space to another vendor or use the space for other purposes. Failing to move in by the end of the scheduled move in time shall be considered a "no show."
- 5. Once the Exhibit Hall space has sold out, a wait list will be created. The RRC reserves the right to manage cancelled space in the best interest of the Event.

#### I. Use of Logos, Digital Media, and Digital Promotional Tools

- 1. Exhibitors may not use any RRC logo for promotional purposes, including but not limited to the RRC, the Event, and related logos and seals.
- 2. Exhibitors may not use any RRC logo in a non-RRC publication.
- 3. Distribution of the Exhibitor and Attendee lists published by the RRC is not allowed. These lists are provided directly to Exhibitors and Attendees of the Event and are not to be provided to other persons or organizations.
- 4. Publication of the Exhibitor and Attendee lists on any digital or print platform and/or publication is prohibited.
- 5. While filming, livestreaming, and vlogging in the Exhibit Hall are permitted, the following guidelines must be followed. RRC reserves the right to require any person filming, livestreaming and or vlogging to immediately stop, and may require that filming equipment be removed to a safe, secure location.
- a. Filming, livestreaming, and vlogging are not permitted inside any classroom while a course is in session. This right is reserved for the RRC's Communications Division staff.
- b. Filming or recording any presenter is not allowed under any circumstance. This right is reserved for RRC's Communications Division staff.
- c. Impeding attendees from their activities is strictly prohibited.

### **IV.** Americans with Disabilities Act Requirements

- A. The RRC is committed to compliance with laws regarding accessibility. If you need accommodation during this event, please notify the RRC as far in advance as possible so that appropriate arrangements can be made. Requests may be made to the RRC via email at <u>Accessibility\_Coordinator@rrc.texas.gov</u>.
- B. Exhibitor agrees to comply with applicable requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively, the "ADA") and agrees to indemnify, defend, and hold harmless the RRC, its directors, employees, and commissioners from and against all claims that may be filed or otherwise pursued based on the exhibitor's alleged noncompliance with ADA requirements.
- C. Due to University of Texas at Austin regulations, pets are not allowed in the AT&T Hotel and Conference Center. The only exception is service animals. Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

As the undersigned exhibitor or representative of the exhibitor, I accept the Terms & Conditions listed above and all AT&T Hotel and Conference policy requirements (available on the venue's website at <u>https://meetattexas.com/hotel/policies</u>). Acceptance of all the requirements is a condition of exhibiting at the RRC Regulatory Conference.

Exhibitors who fail to meet all of the requirements will not be allowed to exhibit at the next RRC Regulatory Conference and/or other RRC events except under sole discretion of RRC. If an Exhibitor fails to comply with compliance directives (from the RRC, Event Service Contractor or the AT&T Hotel and Conference Center),

Exhibitors and their representatives will be required to leave the premises immediately, and they along with their employer at the time of the violation may be prohibited from exhibiting at future RRC events the following year.

In the event of a conflict between one or more terms of the Exhibitor Terms and Conditions, and/or the AT&T Hotel and Conference policy requirements, the RRC Regulatory Conference Event Planners shall have the authority to resolve the conflict in the best interests of the State.