



## 2026 TBA Convention Exhibitor and Sponsor Terms of Agreement

**1. AGREEMENT TO CONDITIONS.** The Texas Bankers Association (hereinafter called “TBA”) has the sole control of the Exhibit Hall. Exhibitor executing this form and any employees of said Exhibitor attending the event agree to abide by the conditions contained in this agreement.

**2. ASSIGNMENT OF SPACE.** TBA, in its sole discretion, reserves the right to classify exhibits and assign space, determined in good faith by the character of the proposed exhibits, individual requirements, and references as to location for each exhibitor. Due to the number of companies exhibiting similar or related product lines, TBA cannot guarantee that a company exhibiting similar products will not be in a nearby or adjoining booth space. Once space has been approved by TBA, no exhibit will be moved without notifying the exhibitor.

**3. PAYMENT POLICY.** All booth spaces must be paid in full within 90 days of contract submission or by February 28, 2026. Thereafter all payments must be received at the time of contract submission. Onsite payment will not be accepted. If all payments and outstanding amounts are not paid in full by February 28, 2026, TBA retains the right to cancel the Exhibitor’s space.

**4. CANCELLATION BY EXHIBITOR.** Notice of cancellation by exhibitor must be made in writing: email notice to [tbasco@texasbankers.com](mailto:tbasco@texasbankers.com). Cancellations received on or before February 28, 2026, will be charged 50% of the value of the booth space regardless of payment status — NO REFUNDS WHATSOEVER AFTER February 28, 2026. Cancellations received after February 28, 2026, will be charged 100% of the value of the booth space regardless of payment status, plus a fee of \$500 for advertising services on TBA website and magazine

**5. CANCELLATION BY SPONSOR.** Notice of cancellation must be made in writing: email notice to [tbasco@texasbankers.com](mailto:tbasco@texasbankers.com). Cancellations received on or before February 28, 2026, will be charged 50% of the value of the booth space regardless of payment status — NO REFUNDS WHATSOEVER AFTER February 28, 2026. Cancellations received after February 28, 2026, will be charged 100% of the value of the booth space regardless of payment status, plus a fee of \$500 for advertising services on TBA website and magazine. Sponsorship materials received after February 28, 2026, will incur a \$250 late charge.

**6. RELOCATION OF CONVENTION.** TBA reserves the right to change the location and scheduled dates of the Convention. In either of those events, TBA will provide Exhibitor written notice no less than 30 days before the earlier of the original move-in date, or the new move in. Upon the convention's cancellation or relocation, TBA's liability shall be limited to a refund of the booth fee.

**7. FORCE MAJURE/CANCELLATION.** If the event is cancelled for a reason such as acts of God (including adverse weather), public enemy, war, domestic or international terrorism, riot, embargo, sabotage, flood, accident, fire, explosion, pandemic, or any reason that TBA determines would make holding the event imprudent or impractical, or another cause beyond TBA's reasonable control, then TBA and Exhibitor company will have no further obligations to each other. In such an event, TBA may refund all, part, or none of the Exhibitor fees in its sole discretion.

**8. TBA'S RIGHT TO REMOVE THE EXHIBITOR'S PROPERTY.** TBA reserves the right to remove from the hotel or convention hall premises any or all the property of the Exhibitor. Should the conference or convention be canceled or relocated or should the Exhibitor violate any of the conditions of the Exhibitor's Agreement. If the license is canceled for violation of such conditions, TBA assumes no liability for the return of the license fee or any part thereof. In recognition of the common interest of all exhibitors and TBA in maintaining the appropriate standards of decorum established in the Request for Exhibit Space, THE EXHIBITOR WAIVES ANY AND ALL RIGHTS HE MAY HAVE TO ANY NOTICE OR HEARING PRIOR TO THE REMOVAL OF HIS PROPERTY FROM THE HOTEL OR CONVENTION HALL FOR THE REASONS STATED ABOVE.

**9. EARLY DISMANTLE FEE.** Exhibitors shall not initiate tear-down, packing, or abandon the exhibit prior to the closure of the exhibits. If the Exhibitor begins teardown before the exhibition closes, the Exhibitor will issue a non-compliance warning and be subject to a \$500 fee and loss of participation at future TBA events.

**10. EXHIBITOR PROPERTY.** TBA undertakes no duty to exercise care, nor assumes any responsibility, for the protection and safety of the exhibitor, his officials, agents, or employees, or the protection of the property used in connection with the exhibit from the damage, or destruction by fire, accident, or any other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by the exhibitor. Any protection exercised, in fact, by TBA shall be deemed purely gratuitous on its part and shall in no way be construed to involve it in liability by the exhibitor.

**11. INDEMNIFICATION/EXHIBITOR RESPONSIBILITY CLAUSE.** This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between TBA and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless, and defend TBA, its officers, directors, employees, agents, affiliates, and subsidiaries (collectively, "Indemnified Party") from any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever (including but not limited to cost, interest, and attorney's fees) which any Indemnified Party may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor or any of its employees, servants, or agents. The Exhibitor further agrees that the Indemnified Party shall not be responsible in any way

for damage, loss, or destruction of any property of Exhibitor or injury to Exhibitor or its representatives, agents, employees, licensees, or invitees. Exhibitors must obtain insurance policies covering exhibit materials at the TBA Event. Exhibitors must also have general liability and workers compensation insurance. Such insurance shall name the Event facility and TBA as additional insureds. Upon request, the Exhibitor shall provide a certificate of insurance to TBA.

**12. INSURANCE.** Exhibitor understands that neither TBA nor the Hotel, Hotel's owner, managers, subsidiaries, affiliates, employees, and agents (collectively, "Hotel Parties") maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance at their own expense.

**13. PROTECTION OF THE EXHIBIT FACILITY.** Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, walls, floors or other parts of the hotel or convention hall exhibit area without permission from the proper building authority. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with directions from the Exhibits Manager, the hotel or convention hall manager, or their assistants. Correspondence to the Exhibits Manager should be directed to [tbasco@texasbankers.com](mailto:tbasco@texasbankers.com).

**14. BOOTHS.** Standard booth equipment (back and side wall draping and identification sign) will be provided by TBA without cost to the Exhibitor if ordered in advance. If an 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 so project as to obstruct the view of adjacent booths. No display may exceed eight feet on the back wall nor be higher than three feet on the side wall, except with the permission of the Exhibits Manager.

**15. UNAUTHORIZED SOLICITATION.** While all meeting attendees are invited to the exhibition, any attendee who is observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the Exhibitor's Agreement will be asked to leave immediately. Additional penalties may be applied. Please report any violations you may observe to show management.

**16. INSTALLATION AND DISMANTLING.** The specific requirements as to time for installation and dismantling of exhibits shall be supplied to each Exhibitor for the convention for which a license has been granted. Such requirements shall be binding upon the licenses as though fully set forth herein. All displays must be in place and set up by the time of the official opening of the show. Space not occupied or set up by that time may be reassigned for other purposes by TBA. No display may be dismantled prior to the closing of the show.

**17. DEFAULT OCCUPANCY.** Any Exhibitor failing to occupy contracted space is not relieved of the obligation of paying for such space at the full rental price and TBA shall have the right to use such



space as it sees fit to eliminate blank space in the exhibition area, provided such booth space is not occupied one hour before the official show opening.

**18. VIOLATIONS OF THE CONDITIONS.** Any of the following actions by an Exhibitor shall constitute a violation of the conditions of the Exhibitor's Agreement: a. Use of a display which varies in any significant way from its description in the Exhibit Space Application. b. Violation of any municipal, state, or federal laws, rules, or regulations, including safety codes. c. Failure to follow the procedures prescribed in Agreement. d. Failure to remove property from the hotel or convention hall upon cancellation or relocation of the convention.

**19. ACCESS TO DISPLAYS.** TBA may, in its sole discretion, promulgate regulations governing hours of access to display and eligibility for admission may be found in its judgment to be most practicable. Exhibitors will be given notice of any changes to hours of access and eligibility for admission.

**20. PERSONNEL.** All Exhibitors participating in the exhibit area of TBA convention are expected to use special care wherever they deem necessary to hire temporary help to assist in their exhibit or hospitality activities, so that personnel selected by them will be of a caliber in keeping with high standards of the exhibition and the meeting.

**21. PARTICIPANT BEHAVIOR.** All Exhibitors at TBA events are expected to conduct themselves with the highest standards of professionalism, including, but not limited to, exercising consideration and respect in speech and actions, refraining from derogatory, discriminatory, or harassing behavior and speech, and observing all TBA registration, credentialing, and admissions rules without use of false or misleading information. Unacceptable behavior from any participant at a TBA event will not be tolerated. If a participant engages in identified unacceptable behavior as determined by TBA, TBA may take any action deemed appropriate, including removing said individual from the event without refund and/or prohibiting the individual from attendance at future TBA events.

**22. USE OF SPACE.** Exhibits shall be shown only in the official exhibit area as established by TBA. Neither the Exhibitors nor non-exhibitors shall be permitted to display articles, equipment or services in private suites or rooms during the convention, in accordance with prior agreements between TBA and officials of hotels and the convention bureau in the locale of the specific convention. No Exhibitor shall permit any other corporation or firm or its representatives to use the space allowed to him/her, nor shall the Exhibitor display articles not manufactured or sold normally by his/her company. Co-participation by any other corporation or firm or its representatives in space assigned to the original applicant must be by written permission to TBA only and shall be subject to an additional charge of \$500 per day for each additional participant for the running of the convention. Any Exhibitor that fails to occupy its assigned exhibit space by



the end of published set-up hours, leaves its exhibit space unattended during Event Hours, or begins dismantling of exhibit space prior to the close of the Event by TBA, may forfeit its right to the exhibit space and its eligibility to exhibit at future TBA events.

**23. MEDIA.** By participating in the event, Exhibitor grants to TBA a non-exclusive license to use, reproduce, and display its name, trade name(s) of its products and services in any directory or other listing of Exhibitors in all media, including, without limitation, print and electronic media. Exhibitor agrees that TBA may photograph or video record Exhibitor's exhibit and workers, before and during the Event and may use the same for promotional purposes.

**24. DISTRIBUTION OF PRINTED MATTER, ETC.** Neither Exhibitors nor non-exhibitors shall distribute to the convention delegates printed material, samples, souvenirs, and the like except from within rented space. Special distribution of such material elsewhere must be approved by the Exhibits Manager.

**25. SELLING.** Sales may be made during the convention by any Exhibitor or anyone on his/her behalf. These sales may be made within the exhibition area or outside the hall.

**26. CONTESTS.** Exhibitors wishing to hold drawings or other contests wherein delegates who receive prizes may request to do so in writing to TBA, no later than February 28, 2026, and must receive approval prior to moving forward with plans. All drawings or contests must be completed, and all prizes must be presented to winners prior to the closing of the show. All prizes must be on display in the exhibitor's booth during the show. In the event the display of the prize is not practical because of the size or where other complications make a display of the actual prize impossible, the exhibitor must provide a photo and complete details to the prize's size, approximate value, color, etc. to TBA. Contact TBA no later than February 28, 2026.

**27. CONFLICTING MEETINGS AND SOCIAL ACTIVITIES.** In the interest of the success of the entire convention, the Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage the absence of members or Exhibitors from the official hours of the convention regardless of education sessions, receptions, etc.

**28. ATTENDEE LIST.** Exhibitors are not authorized to share any event attendee list received from TBA.