HUB CITY FEST EXHIBITION AGREEMENT

The Parties. This Agreement is between __________________________ ("Exhibitor") located at ___________ and Texas Tech University, through its Department of Transition and Engagement ("TTU"), in order to establish and set forth the terms regarding exhibition at the Hub City Fest ("Exhibition").

- TTU is a Texas public institution of higher education, and as a public research university, TTU advances knowledge through innovative and creative teaching, research and scholarship. TTU is dedicated to student success by preparing learners to be ethical leaders for a diverse and globally competitive workforce. TTU is committed to enhancing the cultural and economic development of the state, nation, and world. TTU is committed to enhancing the economic development of the State. One of TTU’s goals is to work with the Lubbock business community to provide information to incoming TTU students about Lubbock’s community and offerings.

- TTU plans to conduct a back-to-school exhibit ("Exhibit") to promote local business to TTU students.

Contact Name: ___________________________ Organization: ___________________________

Mailing Address: ______________________________________________________________

City ___________________________ State ________ Zip ____________

Phone: ___________________________ Cell Phone: ___________________________

Email (Required): ___________________________

☐ Exhibit Fee and Size. Exhibitor may select from the following sizes for its Exhibit. $150 – Business Booth; includes temporary use of two (2) parking lot space (approximately 18’ wide by 15’ deep)

☐ $250 – Triple Business Booth; includes temporary use of three (3) parking lot spaces (approximately 27’ wide by 15’ deep)

☐ $350 – Quad Business Booth; includes temporary use of four (4) parking lot spaces (approximately 36’ wide by 15’ deep)

☐ $50 – Not-for-profit or Student Organization Booth; includes temporary use of two (2) parking lot spaces (approximately 18’ wide by 15’ deep)

Percentage Fee. Select one of the following:

☐ Sales Commission - In consideration for the duties performed hereunder, TTU shall be entitled to three percent (3%) of the gross sales at the Exhibition, but not less than twenty dollars ($20).

   Description of merchandise for sale: __________________________________________

☐ Exhibitor will NOT sell any merchandise and/or service at Hub City Fest.

Door Prizes. Exhibitors may, but are not required, to donate items to be given out as door prizes to TTU students during the Exhibition. Door prize donors will be recognized on the event website, social media, and on signage and loudspeaker during the Exhibition.

☐ Door Prize - Exhibitor will donate items to be entered into a door prize drawing.

   Description of Items to be donated: __________________________________________
The Parties therefore understand and agree:

1. **Exhibition generally.** The Exhibition will be held at the R-1 Parking Lot on TTU campus. The Agreement is effective when an authorized representative from both parties has signed the Agreement and payment has been received by TTU, and it will expire upon the completion of the responsibilities of both parties as set forth in this Agreement. The Exhibition is planned to take place on **August 24, 2018** from **7pm to 9 pm**.
   
   a. **Time changes.** TTU establishes Exhibition date and hours and reserves the right to make changes, however, any such changes will be made as far in advance of the Exhibition as possible and communicated via the Exhibitor's email on file with TTU.

2. **Requesting space for an Exhibit.** Exhibitors desiring space at the Exhibition must execute a copy of this Agreement and send the signed copy of this Agreement along with the payment to TTU Transition & Engagement, ATTN: Hub City Fest, Box 45014, Lubbock, TX 79409, in order for a request to be considered.
   
   a. The applicable payment amount depends on the requested Exhibit size (see Exhibit Fee and Size, above).
   
   b. The payment shall be sent with the completed Agreement. Failure to submit payment within five (5) business days of the Agreement will be rejected.

3. **Refunds.** TTU will not issue a refund unless TTU cancels and does not reschedule the Exhibition, per Section 4.

4. **Cancellation by TTU; Termination Due to Ineligibility.** TTU reserves the right to cancel the Exhibition for any reason. TTU may terminate this Agreement if the Exhibition is cancelled. TTU may also terminate the Agreement if it determines in its sole discretion that the Exhibitor is not eligible to participate, or the Exhibitor's merchandise or services is not eligible to be displayed in this Exhibit. Ineligible merchandise includes, but is not limited to alcoholic beverages, items containing or representing nudity or illegal content of any kind, illegal substances, nicotine or tobacco products, and/or incendiary devices. In the event the Exhibition is cancelled by TTU, refund will be made in accordance with Section 3 above.

5. **Exhibit Space:** Application and fee is for Exhibit space only. Exhibitors are required to bring all equipment that will be needed to conduct a successful Exhibit. Electricity will not be provided at the Exhibition. Tables and chairs will not be provided by TTU.

6. **Booth location within Exhibition.** TTU will assign placements for Exhibit booths in the order it receives the request.
   
   a. TTU reserves the right to decline to accept a signed Agreement, in which case, the Exhibitor will be notified and the payment returned.
   
   b. Exhibit placement is for the date provided in Section 1 and not for future Exhibitions.
   
   c. TTU’s decision as to placement of the Exhibits is final and TTU reserves the right to change Exhibit assignments when such action is deemed to be in the best interest of the overall Exhibition.

7. **Payment of Percentage Fee.** In addition to the Exhibit Fee, the Exhibitor shall pay to TTU, without offset, deduction or demand, an amount equal to three percent (3%) of Gross Sales but not less than twenty dollars ($20) (as defined in Section 8). After the end of the Exhibition, the Exhibitor shall submit to TTU an accurate, unaudited, written statement signed by Exhibitor showing in reasonable detail the full amount of the Gross Sales during the Exhibition, and the Percentage Fee payable. The statement shall be accompanied by a payment of such percentage fee to TTU. Payment of the Percentage Fee shall be submitted no later than ten (10) days after the Exhibition.
8. **Gross Sales.** The term “Gross Sales” as used in this Agreement means the entire amount of the sales price, whether wholly or partly for cash, check or credit, of all merchandise (including without limitation, gift and merchandise certificates), services, food, and all other receipts by sale, license, barter, or otherwise of all business conducted at, in, or from the Exhibitor’s booth or through other means such as online websites or a mobile device applications at Hub City Fest. Exhibitor shall conduct its business in good faith and in such a manner, that TTU will at all times receive the maximum amount of Percentage Fee from the operation of Exhibitor's business.

9. **Door Prizes.** Exhibitors may donate items to be used as door prizes at the Exhibit if they so choose. All donated door prizes will be surrendered to TTU at an agreed upon time, but prior to the start of the event. Door prizes will be used at the discretion of TTU. TTU reserves the right to reject any donated items. Door prize donors will be recognized on the event website, social media, and on signage and loudspeaker during the Exhibition.

10. **Third parties.** An Exhibitor will not assign to a third party its right hereunder to the Exhibit Space or any portion thereof without the prior written consent of TTU, which it may withhold at its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee and all its representatives, and the Exhibitor shall not charge its assignee more than a proportionate share of the Exhibit fee based upon the amount of Exhibit Space assigned.

11. **Exhibit rules.** Exhibitor agrees to:

   i. Keep at least one (1) attendant in its Exhibit booth during Exhibition hours. Failure to do so may result in removal of the Exhibit at Exhibitor’s expense.

   ii. Respect the campus buildings, grounds, and landscape. Nothing can be attached to TTU property, including trees, buildings, handrails, lampposts, etc.

   iii. Not leave displays, decorations, or equipment in any walkway, ingress, or egress to the Exhibition, but shall be confined to Exhibition space.

   iv. Not display signs or advertising devices outside Exhibition space or beyond limits of Exhibition space as to interfere with any adjacent Exhibit.

   v. Ensure that all Exhibitors occupy an Exhibit space during the event. No “roaming” Exhibitors allowed.

   vi. Not park vehicles in the Exhibition space for safety considerations. Parking instructions will be sent with the Exhibitor packet upon approval of Agreement, assignment of Exhibit space, and payment.

   vii. Not include any promotional materials containing references to alcohol, nicotine and tobacco, any illegal substances, explicit language, nudity, and/or incendiary devices.

   viii. Not sell, distribute, use, or display any alcohol or illegal substances in the Exhibition space.

   ix. Not sell, distribute, use or display any tobacco or nicotine products in the Exhibition space.

   x. Not sell, distribute, use or display any items containing nudity, explicit language, or offensive material.

   xi. Not play music at an excessively loud volume.

   xii. Provide means to accept payments for merchandise and services. TTU cannot provide assistance with payment processes or provide change.

   xiii. Collect and report any sales taxes required. TTU will not be liable for any taxes due from Exhibitors.
xiv. Not serve food or drink without written approval from TTU. Food Exhibitors are required to comply with Texas Tech Environmental Health and Safety standards and acquire a Temporary Food Service Permit - https://www.depts.ttu.edu/ehs/web/FoodPermit/FoodPermitRequestForm.aspx. Permit must be secured prior to the Exhibition event.

xv. Not bring any GLASS containers into Exhibition area.

xvi. Abide by the rule that only Coca-Cola branded beverage products are allowed on TTU campus.

xvii. Place all trash and recycling in the proper bins located throughout the Exhibit area

xviii. Remove all Exhibitor items from the Exhibition space upon completion of the Exhibition.

xix. Not bring pets other than service animals to the Exhibition.

xx. Notify TTU immediately if for some reason they are unable to participate in the Exhibition.

xxi. Provide an accurate email address for communication. All communication will be sent electronically.

12. Exhibitor Conduct. Individuals and organizations participating in Exhibition are responsible for their own conduct and are expected to respect the rights of all members of the TTU community. Inappropriate behavior or conduct at the Exhibition that is inconsistent with the Exhibition and TTU policies will result in immediate removal from the Exhibition without refund.

13. Exhibitor Packet. An Exhibitor packet will be distributed by TTU approximately one (1) week prior to the show with full check-in and set up instructions, parking directions, Exhibit booth assignments with map, and additional information required. The Exhibitor accepts responsibility for reading and complying with all rules and guidelines provided.

14. Entire Agreement. This Agreement states the entire agreement and understanding between the parties, superseding any previous or contemporaneous understandings, commitments, or agreement, oral or written, with respect to the subject matter of this Agreement. This Agreement may not be waived, modified, amended, or altered except in writing signed by TTU and Exhibitor.

15. Warranty. The Exhibitor warrants, covenants and agrees that it is not prohibited from entering into this Agreement and that all advertisements submitted pursuant to this Agreement comply with all federal and Texas state laws, regulations, decrees, orders, and restrictions related to unfair and deceptive trade practices, consumer protection, promotion, and advertising, and all TTU rules and operating procedures.

16. Indemnification. THE EXHIBITOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS UNIVERSITY, its affiliates, including the Texas Tech University System, and the System’s component institutions, and their respective successors and assigns, the Board of Regents of Texas Tech University System, and all agents, employees directors and officers of the foregoing, against any claims, causes of action, costs, expenses (including reasonable attorneys’ fees) liabilities, or damages, including claims that Exhibitor's software or other Exhibitor intellectual property infringes on the use of any third party software, intellectual property, or other proprietary rights (collectively, “Losses”) suffered by such parties, arising out of or in connection with any (a) negligent act or omission, or intentional misconduct, on the part of Exhibitor or any of its employees or agents in the performance of its obligations under this Agreement, (b) breach by Exhibitor of any of its representations, covenants or agreements made herein, or (c) the sale or distribution of any products at the Exhibit.

17. Governing Law. This Agreement will be governed by, construed under and enforced in accordance with the Laws of the State of Texas. Venue will be Lubbock, Lubbock County, Texas.
18. **Dispute resolution.** The Parties will utilize the dispute resolution process provided for in Texas Government Code 2260 for all disputes arising from this Agreement. Neither the execution of this Agreement by TTU nor any other conduct of any representative of TTU relating to the Agreement will be considered a waiver of TTU’s sovereign immunity to suit.

19. **No Boycott.** Pursuant to Texas Gov’t Code Section 2270.002, Exhibitor affirmatively states that it does not boycott Israel. Additionally, Exhibitor shall not engage in a boycott of Israel during the term of the Agreement.

**Texas Tech University ("TTU"):**

By: ________________________________ Date: __________________

Jennifer Adling, Chief Procurement Officer
Texas Tech University

______________________________ ("Exhibitor"):  

By: ________________________________ Date: __________________

Name: ________________________________

Title: ________________________________