

True Value

— C O M P A N Y —

2019 Spring Reunion

Exhibitor Rules & Regulations

Friday, February 22nd to

Sunday, February 24th, 2019

Kay Bailey Hutchison Convention Center

Dallas, Texas

DATES ARE SUBJECT TO CHANGE

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2019 SPRING REUNION

IMPORTANT DATES AND TIMES

December 7th, 2018	Exhibitor Resource Center goes live Exhibitor Resource Center contains all things needed for Reunion processes
December 7th, 2018	GES Exhibitor Services Manual available on the Exhibitor Resource Center
December 7th, 2018	Deadline to assign names & credit cards to hotel block reservations (unassigned rooms will be dropped after this date)
January 18th, 2019	Deadline for payment of booth space on the Exhibitor Resource Center. (10% late fee of the total booth cost will be applied after this date)
January 18th-February 13th, 2019	Advance Freight to arrive at off-site warehouse.
January 22nd, 2019	Deadline for ordering electrical & plumbing
January 31st, 2019	Deadline to reserve hotel rooms under True Value's guaranteed lowest rates
February 1st, 2019	Deadline for ordering carpet, furniture & labor from GES. Please note that completing the invoice process and submitting payment to True Value for a package plan does not automatically generate orders for the GES services covered under that package plan. All exhibitors must complete their relevant package plan order form in the exhibitor kit by the advance order deadline in order to receive the carpet, furniture, electrical and labor they are eligible for under their package plan at no charge. Exhibitors that have not completed the invoice process, had their complete booth payment processed and submitted their relevant package plan order forms prior to the advance order deadline will be charged at applicable kit rates.
February 18th, 2019	Deadline for badge registration (on-site registration \$20/badge)
February 20th-21st, 2019	Direct to Show site deliveries accepted.
February 20th – 21st, 2019	Exhibit Floor set-up for Exhibitors and Exhibitor Appointed Contractors (EAC) Hours: 8:00 AM to 5:00 PM. The GES Exhibitor Service Desk opens daily at 7:30 AM. If you are utilizing GES Labor Services, please be sure to arrive at the GES Labor Desk fifteen minutes prior to the designated time. Labor is not automatically dispatched to booths. All exhibitors must confirm and check their labor in and out with GES. Please see the Exhibitor Service Manual for more information. Exhibit construction must be completed by 12:00 PM, Thursday, February 21 st , 2019
February 22nd – 24th, 2019 (Friday through Sunday)	Friday, February 22nd, 2019 Floor and Exhibitor Required Hours: 7:00 AM to 4:00 PM Saturday, February 23rd, 2019 Members Hours: 7:00 AM to 7:00PM Floor and Exhibitor Required Hours: 8:00 AM to 5:00 PM Sunday, February 24th, 2019 Members Hours: 7:00 AM to 4:00 PM Floor and Exhibitor Required Hours: 8:00 AM to 4:00 PM Exhibitor and EACs are welcome to be on the floor one hour before open: Friday - Sunday
February 22nd, 2019	Welcome Reception (Members, Associates and Exhibitors)
February 24th – 25th, 2019	Dismantling for Exhibitors and Exhibitor Appointed Contractors: Sunday: 4:00 PM to 10:00 PM Monday: 8:00 AM to 12:00 PM

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2019 SPRING REUNION
February 22nd – 24th, 2019
Kay Bailey Hutchison Convention Center
Dallas, Texas

Invitation

You are invited to present your products at the True Value Spring Reunion. Exhibit booth space has been reserved for you. Please, visit the Exhibitor Resource Center to access all important Reunion documents. A link to the Exhibitor Resource Center is provided to you by your departments Merchandising Assistant. Payment must be received by **January 18th, 2019** to avoid a 10% late fee. **Not responding does not relieve you of your space or financial commitment for the upcoming Reunion so please plan accordingly.**

Throughout this agreement *Exhibitor* shall include, but not be limited to, manufacturers, manufacturers' representatives, representatives, vendors or any other individual being recognized as a representative of an Exhibitor.

True Value Reunions are buying events. Exhibitors are requested to have knowledgeable and experienced representatives working the Reunion to help Members with their ordering and to answer any questions they may have about your products and programs. It is important that your representatives understand the True Value Company's operation and are prepared to write orders according to our requirements.

Official Service Contractor

The True Value Company has contracted with a third party, GES (hereinafter referred to as it *Official Service Contractor*), to provide all services set forth in the specifications and contract terms, for all space rental plans. The True Value Company's contract with its Official Service Contractor provides that all orders for material and labor must be requested, by you, in accordance with specific deadline dates noted on each order form in the GES Exhibitor Services Manual. A link to the GES Exhibitor Service Manual is located on the Exhibitor Resource Center site. **Exhibitor's failure to submit orders by deadline dates, for whatever reason, will result in additional charges to the Exhibitor.**

For general information on GES please visit their website at www.ges.com.

GES Exhibitor Services Manual

The Official GES Exhibitor Services Manual will be available on the Exhibitor Resource Center on **December 7th, 2018**. GES, our Official Service Contractor, will only process orders when all booth fees, including, but not limited to late fees – if applicable – have been paid. The Official GES Exhibitor Services Manual will contain all the order forms necessary for any service you may require. You must order services through the Official GES Exhibitor Services Manual. Ordering outside the Official GES Exhibitor Services Manual may result in missed deadlines and additional non-refundable charges.

Samples

Your True Value Product Merchant will assist you in the selection of sample merchandise for display. Shipping instructions are detailed in the GES Exhibitor Services Manual – direct link to the GES Service Manual is found on the Exhibitor Resource Center. Expediting of samples is the sole responsibility of the Exhibitor.

Samples are for display purposes only. For security reasons no samples are to be sold to, traded with, or offered to True Value Company employees, exhibit hall employees, or other Exhibitors. **Arrangements can be made to sell and ship your samples to True Value Company Members ONLY. These arrangements will be between the exhibitor and purchasing Member. See the Manufacturer's Sales form located in your GES Exhibitor Services Manual**

Order Forms

Seasonal and non-Seasonal order forms will be in green books.

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Customer / Member Order Deadline Date:
March 17th, 2019

Direct Ship

White books and Pink Generic Forms - Blank forms (pink) are available at your Product Merchant's booth. Please review the following Direct Ship order instructions. Costly errors and delays can result from failure to properly enter all necessary information on direct ship orders.

Order Form Instructions

Most Members are supplied with **BLUE** pre-approved credit labels. Please use these labels if offered by the Member. **Not all Members receive pre-approved credit labels, so please do not ask for them.** The remainder of the Members will be provided with white shipping labels that are not credit approved. Order approval for white labeled orders can be obtained on Vendors Online. Member numbers with the "SR" or "FR" code, help identify current Reunion orders. As an example, a complete Member number would read FR-99999-9. Other necessary information for all orders include: your company name, address, date of order, merchandise department alpha code, Member's routing instructions, requested shipping date and Member's signature.

The body of the order lists all line items with the appropriate cost by item. Please enter the approximate total dollar amount for the order in the appropriate space. Some Members will provide you with a computer generated order, please accept these orders "as is" and do not transfer to your order form. If necessary, you may attach your form to the order for proper shipping and dating information.

Orders received with a **BLUE** pre-approved credit label may be processed immediately by the Exhibitor. All other orders without these labels must obtain order approval on Vendors Online.

Many Members request a copy of their order for their records. The copiers at the SPIFF booth are for Member use only. Exhibitors must use the services of the business center in the Kay Bailey Hutchison Convention Center.

Ordering Recommendations

The True Value Company recommends that you only accept orders from Members representing their own stores. Taking orders from Members representing another Member's store or from an Associate representing a Member's store is done at the Exhibitor's own risk.

Invoicing and Shipment of Reunion Direct Ship Orders

Ship merchandise directly to our Members per the instructions on the order. Please use the Member's recommended freight carriers. Also, please comply with Member's shipping date requests. Shipment of merchandise on a schedule other than what the Member has requested will result in excess charges being added to your account. Clearly show the Member's name, address and purchase order number on all shipping labels and packing slips. Members outside the continental U.S. may request other documentation, please comply with their requests.

True Value Company requires that all invoices are transmitted using Electronic Data Interchange (EDI) or through True Values vendor website located on Vendors Online. Information required to be transmitted on each invoice is Member's name, address, complete Member number, purchase order number, agreed upon dating terms and your company's True Value Accounts Payable Number. Invoices not submitted via the above formats will be returned to the Vendor for proper submission. Any paper invoices processed by True Value Company on the Vendors behalf will be debited a non-compliance charge of \$25.00 per invoice.

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Pages 6 and 7 refer to International Member Orders only

International Member Direct Ship Orders

To clarify some of the ground rules as they pertain to shipping product to our International Members.

Please be advised that because True Value Company is not a party to international direct ship transactions, True Value Company must no longer be listed as the US Principal Party in Interest on the export documentation. We will continue to be the "Bill To" party, responsible for payment to the U.S. Vendor, but should not be listed as the "Sold To" party. The vendor of record for the sale must be listed as the USPPI (shipper/exporter) on all direct ship transactions to international members.

We have updated our Vendor Buying Agreement and these requirements are clearly explained to help your company understand how to do business with True Value Company and its many diverse members.

To ensure smooth and accurate handling of international orders, please read and follow these guidelines:

Member Number

All orders should be shipped and invoiced based on the Member number that was provided on the address label. International Members have multiple locations and a Member number may have been assigned for each of these locations.

Purchase Order Number

All orders require a purchase order number. Please refrain from using the Member number as the purchase order number. The Member will provide you with a purchase order number. If the Member does not supply a purchase order number please ask them for one. If the Member is placing an order with multiple ship dates, please separate each ship date with a different purchase order number.

Ship Date

All orders need a specific ship date. Please do not accept ASAP or AT ONCE; an actual date needs to be assigned to each order.

Back Orders/Ship "As Is"

Ask the Member if they want (1) order shipped complete; even if this does not conform to the requested ship date, (2) Ship "As Is", cancel all back orders, (3) confirm if there is a final cutoff date for shipment (i.e. seasonal goods ship by (date) or cancel order).

Late Shipments

Orders shipped after the assigned ship dates need to be communicated and approved by the Member prior to shipping the order. This is imperative as the lead-time on shipments from the Members freight forwarder could be 5-9 weeks. Your new availability date could severely impact the retail sales plan for the Member.

Freight Forwarder Information

Verify that the freight forwarder address on the address label matches the address in your company's database. Shipment sent to an incorrect address will be returned or rerouted at your expense.

Do Not Send Any Freight Collect

Freight forwarders are third party contracted by the Member and they will not accept "collect" freight. If an order does not qualify for prepaid freight, then you will need to ship on a pre-pay and add basis.

Cash Spiffs

Some Members prefer to receive the spiff amount deducted off the invoice. If the Member is requesting deduction from invoice, make a notation on the order, sign and date the form. Members pay duty on gross invoice amount; hence the deduction is preferred by most.

Special Agreements

If special agreements are made on an order; additional terms, international pricing, free merchandise, spiff deduction, discounts please indicate what the special agreement is, sign and date the form. This is vital and the International Member has been instructed to ask this from you.

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Hazardous Material

You need to comply with applicable hazardous materials regulations (49CFR, §100-185). Hazardous Materials Regulation (49CFR, §§171-173) specifies requirements for the safe transportation of hazardous material in commerce by rail car, aircraft, vessel, and motor vehicle. If shipment is made to a Member's US freight forwarder, you are responsible to issue documentation (IMO dangerous goods declaration), package and label goods to conform with both highway and vessel requirements. It is imperative that the materials are packaged, marked and labeled in accordance with prescribed specifications for transportation by vessel (Ref: §§172, 173, 176 and the IMDG code).

Country of Origin

The product country of origin must be clearly identified for each item on the packing list and/or invoice.

Special Regulations

Please note that many countries have special regulations for importing product. It is important that you research the regulatory requirements of the Country of Destination or ask the Member if there are any regulations such as wood packaging materials, safety certificates, restricted items, etc. that may cause your product to be rejected or fined as it passes through the inspection process.

Thank you in advance for your cooperation. Please feel free to contact any of the following True Value associates if you have any questions concerning the support of our International Members:

Gabriel Fuentes Perez, DVP International Gabriel.Perez@TrueValue.com

Paula DiGiovanni, International Merchandise Manager Paula.DiGiovanni@TrueValue.com

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Badges

The official True Value Reunion badge will only be issued to Exhibitors with booth space **assigned** by their True Value Company Product Merchant and booth fees that are **paid in full**. **Once your booth payment is processed, the designated contact person for your group will receive a link via email with badge ordering instructions.** Please note, at times the payment process may take 5-7 business days. Badges must be worn whenever a representative is on the exhibit floor. Business cards or badges modified in any way are not acceptable. All badges and badge holders will be picked up onsite at the Reunion. **Badges are free of charge if ordered prior to February 18th, 2019.** An e-mail with how to print your badges on site will be distributed in February. Exhibitors are not entitled to guest badges and the True Value Company reserves the right to decline making a badge.

For questions or correspondence: TrueValueExh@experient-inc.com or call 1-844-331-6338 or 1-847-996-5821.

ANY BADGE ISSUED ON SITE WILL INCUR A \$20.00 CHARGE, PAYABLE BY CASH OR CHARGE ONLY, NO EXCEPTIONS.

Please be aware of the following Exhibitor badge policies. Absolutely no exceptions will be made to any of the following:

- **Badges from past Reunions cannot be reused.**
- **Only True Value badge holders may be used.**
- **Exhibitors will not be allowed on the Exhibit floor without a badge.**
- **Lost badges or badges left in your booth are subject to the \$20.00 charge.**
- **Exhibitors will not be paged on the exhibit floor.**
- **After February 18th, 2019 all Exhibitor personnel will have to register on-site at a charge of \$20.00 per badge.**
- **Exhibitor Appointed Contractors will not be allowed on the Reunion floor with an exhibitor badge. They must check in at the Kay Bailey Hutchison Convention Center Center Security Desk and ask for a wristband.**

Schedule

Set-up	February 19 th – 21 st , 2019
Reunion	February 22 nd –24 th , 2019
Dismantling	February 24 th – February 25 th , 2019

Each day during the Reunion, Exhibitors will be permitted to enter the Reunion floor one hour before the scheduled Exhibitor hours. If for any reason a properly badged Exhibitor or representative desires to enter the Reunion floor before the scheduled time, or after closing hours, a written request specifying the reason and giving names of persons who will enter the Reunion floor, in accordance with such request, must be presented to show management for approval. Exhibitors receiving approval will be required to have an official security representative escort the group to the designated booth. All costs associated with admission during non-official Reunion hours, including but not limited to security, will be the responsibility of the Exhibitor.

Early Move-In

When applicable; courtesy early move-in will be available to all exhibitors from 1:00 to 5:00 PM on the day prior to formal set-up. This date will be **Tuesday, February 18th** from 1:00 PM to 5:00 PM. There are ***no guarantees*** that your freight and/or fixtures will be ready on this day. The majority of all fixturing is expected to be completed by the end of the first day of formal set-up. See page 3 for further details and exact hours.

Exhibit Space Floor Plan

The general configuration of the floor plan for this Reunion will be maintained by the True Value Company's Events & Meetings Department. The True Value Company reserves the right to modify the plan to accommodate space sales or,

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when necessary, to avoid conflicts. The True Value Company may relocate any booth at any time. If you do not agree with such relocation, full payment for exhibit space will be refunded; this is your sole remedy.

Cancellations or Reductions

Changes or modifications to your Reunion Invoice cannot be accepted. All changes including company name, mailing or shipping addresses or number of booths reserved must come to the Events & Meetings Department through your True Value Company Product Merchant. **Changes or modifications sent directly to Events & Meetings will not be accepted or processed.**

Changes, cancellations or reductions of your exhibit space must be made in writing to your True Value Company Product Merchant a minimum of 30 days prior to the commencement of the Reunion. Changes, cancellations or reductions made less than 30 days before the commencement of the Reunion shall be in default of this Agreement and not accepted.

Any exhibit space not manned during the entire Reunion and any "no shows" will be treated as a cancellation. There will be no refund and all space contracted for must be paid in full. In addition, you will lose all rights towards space assignment in future Reunions.

The True Value Company may cancel this Agreement, with or without cause, or upon the happening of events beyond its reasonable control that makes performance impossible or impractical. The True Value Company reserves the right to alter, reduce, or redistribute allocated space upon reasonable cause, or upon the happening of events beyond its reasonable control that render previous space allocation impossible or impractical. In the event of such cancellation or reduction, the True Value Company agrees to negotiate, in good faith, toward refund, reduction, or alternate application of the sums paid by you as rental fees.

Exclusive Contractors

The Kay Bailey Hutchison Convention Center has signed exclusive contracts with several service providers. You will not be permitted to use any other contractor for: **telephone, electrical, material handling, or food service.**

Food Service

Concession stands and/or convention center restaurants will be open for the use of Exhibitors. Exhibitors cannot and will not accept lunch tickets from Members (for True Value Company) meal functions.

Official Contractors

In the best interest of the exhibitors, the True Value Company has selected certain firms as official contractors for various convention services. If you, the Exhibitor, have contracted with any firm other than those appointed by the True Value Company, you must inform GES, of the name of the contractor you have selected, and the services contracted for, no later than 30 days prior to move-in and set-up of your exhibit. These companies include, but are not limited to installation and dismantle (I&D) companies, sound and lighting firms, production or promotion firms, or any person or firm providing direct services to the Exhibitors. **In addition, it is your responsibility to inform your contractor that all Exhibitor Appointed Contractors are required to provide proof of liability/compensation to GES.** See the Exhibitor Appointed Contractor Form in the GES Exhibitor Services Manual. Since the True Value Company is providing Exhibitors with a package, (Plan A), which includes labor, through the Official Service Contractor, GES, Exhibitor Appointed Contractors can only supervise the set-up and dismantling of the booth. All working labor will be hired through GES, unless the work is to be done by full time employees of the exhibiting company. Exhibitor Appointed Contractors will not be allowed on the Reunion floor with an Exhibitor badge. They must check in at the Kay Bailey Hutchison Convention Center Security Desk, to pick up their wristband.

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All contractors must show proof of the following:

- Commercial General Liability Insurance (and/or Automobile Liability Insurance, if necessary) with a minimum of \$1 million per occurrence limit. **Global Experience Specialists, Inc. (GES) (Official Service Provider), True Value (Show Management), True Value 2019 Spring Reunion (Show) and Kay Bailey Hutchison Convention Center (Facility) as additional insureds on a primary and non-contributory basis must be named as Additional Insured.** *Failure to provide written notification or the required Certificate of Insurance means the Exhibitor Appointed Contractors will not be allowed on the Reunion Floor.*
- Evidence of Workers' Compensation Insurance with statutory limits and Employer's Liability Insurance with minimum limits of \$100,000 per accident.
- Thirty (30) days written notice to GES in the event of cancellation or material change in coverage.

Failure of the Contractor/Exhibitor to obtain or maintain the above coverage shall be sufficient cause to terminate any contract. If you have any questions concerning insurance requirements, please call 800-472-2098.

All Exhibitor Appointed Contractors must obtain a wristband and Exhibitor Appointed Contractor's badge from the GES Operations Desk. **Issuing exhibitor badges to Exhibitor Appointed Contractor is strictly prohibited.**

Send Certificates of Insurance to:

**GES-Exhibitor Services
1701 South 5350
West Salt Lake City, UT
84101**

**Phone: 801-908-8822
Fax: 801-908-6822**

Independent Contractor / Exhibitor Appointed Contractor (EAC) Hours:

February 20th-21st, 2019- Set-up
8:00 AM to 5:00 PM

February 22nd-24th, 2019 - Show Days
6:00 AM TO 8:00 AM

February 24th-25th, 2019 - Dismantling

Sunday – 4:00 PM to 10:00 PM

Monday - 8:00 AM to 12:00 PM

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Exhibit Space Rental Plan Options & Fees

The amount of space listed on the Invoice for Exhibit Space has been established upon receipt and review of the Booth Commitment Form submitted to each Merchandising department. Any changes or modification needed must be made through your True Value Company Product Merchant.

All prices stated are per 10' x 10' exhibit space. If your Invoice for Exhibit Space has multiple plan options, you must choose one plan. All booths within an assigned exhibit space must have the same plan. You cannot mix plans within an assigned space or department.

Your Invoice for Exhibit Space also states the date that your payment is due. In order to avoid late fees and penalties, your payment must be **received** by the date listed on page 3.

Your GES Exhibitor Services Manual will be **available on-line which can be accessed on the Exhibitor Resource Center. Please note that orders for services, i.e. furniture, electrical, etc., will not be processed until ALL booth fees have been paid in full.** This manual contains all of the forms for ordering services and complete instructions for your participation. Please review these forms and instructions carefully. **Please note that completing the invoice process and submitting payment to True Value for a package plan does not automatically generate orders for the GES services covered under that package plan. All exhibitors **must** complete their relevant package plan order form in the exhibitor kit by the advance order deadline in order to receive the carpet, furniture, electrical and labor they are eligible for under their package plan at no charge. Exhibitors that have not completed the invoice process, had their complete booth payment processed and submitted their relevant package plan order forms prior to the advance order deadline will be charged at applicable kit rates.**

Failure to submit the correct booth space payment will prohibit release of your GES Exhibitor Services Manual and may result in additional late fees and penalties.

IMPORTANT INFORMATION REGARDING COVERED DISPLAYS

Always check with The Convention Center for Fire Marshal Rules and Regulations/Policies and Fees regarding covered displays inside or outside the Convention Center such as; but not limited to; canopies and tents!!!!

IMPORTANT INFORMATION REGARDING MERCHANDISE

Please note that items containing hazardous chemicals and materials, including but not limited to, pesticides, herbicides, poisons, flammable and combustible liquids, hazardous gasses, and chemicals (including oxidizers) are not allowed to be displayed at any True Value Company Reunion.

Please use empty containers, bags or cans when displaying any of these types of products.

All empty crates, boxes, display cases must be tagged for empty storage!!

Nothing is to be stored behind booth!!

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ALL PLANS

*Plans A, N, and R include: Black draped back wall: 8-feet high; black draped side wall; 3-feet high from back wall to the aisle. These must be confirmed by **February 1st, 2019 to receive discount**. One (1) 17-inch by 11-inch booth sign with the Exhibitor's company name and booth number as stated on the invoice. Booth carpet covering - One (1) 10-foot by 10-foot (your choice of 5 different colors) carpet is provided for each 10-foot by 10-foot space rented. Nightly booth cleaning (vacuuming only). Actual wattage may vary to accommodate convention center offerings.*

Please note that orders for services, i.e. furniture, electrical, etc., will not be processed until ALL booth fees have been paid in full. This manual contains all of the forms for ordering services and complete instructions for your participation. Please review these forms and instructions carefully. **Please note that completing the invoice process and submitting payment to True Value for a package plan does not automatically generate orders for the GES / Convention Center services covered under that package plan.** All exhibitors **must** complete their relevant package plan order form in the exhibitor kit by the advance order deadline in order to receive the carpet, furniture, electrical and labor they are eligible for under their package plan at no charge. Exhibitors that have not completed the invoice process, had their complete booth payment processed and submitted their relevant package plan order forms prior to the advance order deadline will be charged at applicable kit rates.

COMPREHENSIVE PLAN A

Services Included In Rental Fee

The True Value Company has included in the exhibit rental fee for Comprehensive Plan A: standard draped booth, standard furniture, installation and dismantling labor during straight-time hours, freight handling, cleaning and electrical. These services are subject to the conditions governing each, and will be made available for purchase to all Exhibitors.

A. Standard Booth

1. Black draped back wall: 8-feet high; black draped side wall: 3-feet high from back wall to the aisle.
2. Material Handling - Unlimited, to include 30-days storage of crated/boxed warehouse shipments prior to the Reunion move-in date for shipments received **Friday, January 18th – Wednesday, February 13th, 2019**. See material handling forms in the GES Exhibitor Services Manual for direct ship details.
3. One (1) 17-inch by 11-inch booth sign with the Exhibitor's company name and booth number as stated on the invoice.
4. Carpet covering - One (1) 10-foot by 10-foot (your choice of 5 different colors) carpet is provided for each 10-foot by 10-foot space rented.

The Exhibitor may use its own carpeting if:

The carpeting will arrive with the freight; and it will not cause a delay in setting up the exhibit.

If you ship your carpeting without notification and request that it be installed, you will be charged for the installation as well as the removal of the contractor's carpet. The above will be provided without need for specific orders unless you are requesting the use of your own carpeting.

1. Classic furnishings to include Three (3) skirted tables (30" high) or counters (42" high) (your choice of 5 different colors, if color is not specified blue will be provided), Two (2) plastic contour chairs or padded stools and wastebaskets. These must be confirmed by **February 1st, 2019 to receive no charge discount** by using the Package Plan A Order Form found only in the GES Exhibitor Services Manual. **You must use all furniture that you order in advance. Order carefully because you will be charged for any furniture ordered, but not used.**
2. Nightly booth cleaning (vacuuming only).
3. One 500 watt outlet, not including labor or lighting. This must be confirmed by **January 22nd, 2019** by using the Package A Electrical Order Form found on the Exhibitor Resource Center main page. Actual wattage may vary to accommodate convention center offerings.
4. Installation and dismantle labor for exhibit up to six (6) total straight-time man-hours. This must be ordered by **February 1st, 2019** using the Package Plan A Order Form found only in the GES Exhibitor Services Manual.

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COMPREHENSIVE PLAN A (Continued)

B. Furniture

Booth furnishings are described on forms in the GES Exhibitor Services Manual. Keep in mind that regardless of your booth plan, you **MUST** complete the Package Plan Order Form by the deadline date to avoid penalty charges.

1. Each exhibiting firm is required to confirm all its furniture by **February 1st, 2019 to receive discount**, using the Package Plan A Order Form found only in the GES Exhibitor Services Manual.
2. **Any exhibiting firm failing to confirm furniture by the deadline date will be billed for furniture thereafter at the standard rates listed in the GES Exhibitor Services Manual.**
3. All furniture ordered during the move-in period of the Reunion will also be billed directly to the exhibiting firm at the listed rates.
4. All orders must be on official forms.

C. Installation and Dismantling Labor

Exhibitor's freight must be received per instructions in the GES Exhibitor Services Manual. The Exhibitor will supervise the set-up and dismantling of the exhibit unless the Exhibitor orders supervisory services from the Official Service Contractor and pays the appropriate fees. Labor hours can only be used for the assigned Exhibitor and not transferred to another exhibiting company. Please refer to the GES Exhibitor Services Manual.

1. **All exhibit construction must be completed by 12:00 PM, Thursday, February 21st, 2019, so that the aisle carpeting can be laid that evening. Product placement and marking must be completed by 5:00 PM, Thursday, February 21st, 2019. Your exhibit must be Reunion ready when you leave, no work will be allowed on Friday, February 22nd, 2019.**
2. All labor required, will be provided by the Official Service Contractor, unless the work is to be done by full-time employees of the exhibiting company, **if the display can be installed by one person in less than 30 minutes without the use of tools.** Agents of the Exhibitor or non-official contractors may only supervise the installation and dismantling of any display.
3. Exhibitor Appointed Contractors or non-official contractors must provide a **Certificate of Worker's Compensation Insurance** before they are permitted on the Reunion floor. Also, the Exhibitor must inform the GES of any non-official contractor by submitting the Exhibitor Appointed Contractor Form provided in the GES Exhibitor Services Manual. These contractors must provide company identification and pick up their badges and wristbands from the Kay Bailey Hutchison Convention Center Security Desk.
4. **If an Exhibitor's representative does not arrive by 12:00 PM, Thursday, February 21st, 2019, the True Value Company, at its option, may order the exhibit to be erected and have the Official Service Contractor charge the appropriate fees to the Exhibitor.** Neither the True Value Company, nor anyone acting at its direction in this regard, shall be responsible for the results to any exhibit so erected, or for damage to the exhibit. This will also apply if no instructions or drawings have been provided for the installation. If the True Value Company exercises this right and the Exhibitor thereafter desires any modifications to the exhibit as so erected, said modification which requires the expenditure of any labor shall be at the Exhibitor's additional expense, and shall be carried out by employees of the Official Service Contractor.
5. The following services are not included as part of the package installation and dismantling labor and are at additional expenses to the Exhibitor:
 - Preparations of display, (i.e., samples, exhibit material, unpacking product, and laying out of literature)
 - Painting, paper hanging, cutting, fitting, drilling, or other forms of construction of partially unfinished exhibits;
 - Installation of all sub flooring;
 - Labor used in conjunction with power equipment (forklifts, high boys);
 - Rigging labor for uncrating of machinery;

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- Cleaning or wiping down of the display.

C. Installation and Dismantling Labor (continued)

6. Bribes, tips or product work incentives are strictly prohibited. Exhibit hall labor is sufficiently compensated and the Kay Bailey Hutchison Convention Center has established a policy with labor unions working in the hall that will cause union employees to lose their jobs if they accept the offer of these incentives. We need your cooperation to maintain this ethical work environment.

D. Freight Handling

All warehouse handling charges for crated/boxed warehouse shipments that arrive between **January 18th, 2019 and February 13th, 2019** included in the exhibit rental fee. Fees for all on-site shipments will be assessed, see Material Handling Form in the GES Exhibitor Services Manual for details.

- **Guidelines for Exhibitors that wish to handle their own freight at the Kay Bailey Hutchison Convention Center:**

Exhibitors may hand carry material provided they do not use any material handling equipment to assist them. When Exhibitors choose to hand carry materials, they will not be permitted access to the loading docks or freight door areas.

Inbound

For the purpose of tracking your shipment it is recommended that you consolidate or palletize your shipment. Some shipping services, such as UPS, will separate individual boxes which make tracing lost boxes difficult.

- **Crated Material**

Material must arrive at the specified warehouse at the address shown in the GES Exhibitor Services Manual no earlier than **January 18th, 2019**. The Official Service Contractor will provide up to 30-days of free storage for crated material. Any exhibiting firm that sends freight directly to the exhibit hall must inform the Official Service Contractor of the expected arrival time to assure scheduling of drayage labor. See order form in GES Exhibitor Services Manual.

- **Crate Storage**

During the Reunion all empty boxes and crates, which are properly labeled for storage, will be stored by the Official Service Contractor and returned at the close of the Reunion. **No product will be sent to empty crate storage.** If you have extra product it must be stored in security storage, **there will be a storage charge.** See the Security/Accessible storage order form in the GES Exhibitor Services Manual for details and charges.

Discount City Freight

Any freight that an individual exhibitor sends in, regardless of final labeled destination, will have the weight/drayage credited to their exhibit booth and the rate plan they have chosen. Freight not properly labeled for its final destination will be subject to fork lift fees.

COMPREHENSIVE PLAN A (Continued)

D. Freight Handling (continues)

Outbound

- **Crated Material**

All exhibiting companies must designate a carrier. If the designated carrier does not call for the shipment at the scheduled time, the Official Service Contractor has the authority, without further clearance from the Exhibitor, to re-route the shipment in order to expedite removal of exhibit materials at the close of the Reunion.

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E. Cleaning

Included is nightly cleaning - vacuuming only of the exhibit area, this service need not be ordered. Exhibitors desiring additional cleaning services, such as a wipe down or porter service during exhibit hours must order these at their own expense.

F. Electrical

One (1) 500 watt outlet, not including labor or lighting, per 10'x10' booth is included with this plan.

In order to avail itself of this service, the Exhibitor must:

- Complete and return the specific Package Plan A Electrical Form by **January 22nd, 2019** to receive the **no charge discount**, located on the Exhibitor Resource Center main page.
- Send detailed drawings outlining exact locations and specifics for electrical requirements.
- Actual wattage may vary to accommodate convention center offerings.

Electrical does not include the rental items or electrical labor for connecting product. **Any exhibiting firm failing to confirm electrical by the deadline date January 22nd, 2019, will be billed for electrical thereafter, at the standard rates listed.**

[See Page 12 for Items Included in all plans](#)

Limited Plan N – Niche & New Exhibitors Only

Plan N Specific Highlights

1. Material Handling - 200 pounds of crated/boxed warehouse freight, per 100 net square feet to include 30 days storage prior to the Reunion for shipments received **January 18th, 2019 and February 13th, 2019**. See Material Handling Form in GES Exhibitor Services Manual for direct ship details.
2. One 6' skirted table, 2- side chairs and 1 wastebasket and gray carpet.

Limited R – Rental Exhibitors Only

Services Included in Rental Fee

Plan R Specific Highlights

1. One 6' skirted table, 2- side chairs and 1 wastebasket and gray carpet.

Limited N Plan for Toy Vendors Only

Plan T Highlights

1. Furnishings include 2 - 4' x 8' vertical pegboard with 25 straight hooks and 2 risers or 4 risers, 1 - 8' skirted table, and 2 - 6' skirted table, 2 side chairs, and 1 wastebasket. These must be confirmed by **February 1st, 2019 to receive no**

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charge discount by using the Package Plan N Order Form found only in the GES Exhibitor Services Manual. **You must use all furniture that you order in advance. Order carefully because you will be charged for any furniture ordered, but not used.**

Chargeable Booth Services

The following are services for which there will be additional charges to Exhibitors desiring them. They are not included in the basic rental fee, or in either Comprehensive Plan A or Limited Plans N, and R.

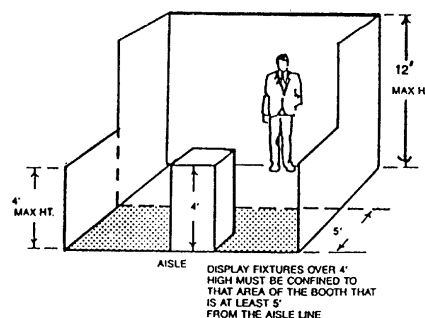
The True Value Company has arranged to have contractors available to render services, at Exhibitor's expense, for such items as: special signs, telephones, photographs, rental displays, audiovisual effects, plumbing and floral arrangements. The rental rates and order forms for these chargeable services are found in the GES Exhibitor Services Manual. Orders must be received in accordance with specified deadlines to avoid late charges or overtime rates. In all circumstances, orders entered on the first day of move-in will be subject to late charges or overtime rates. In no event will an Exhibitor be allowed to obtain any services from any contractor other than those selected by the True Value Company unless the exhibitor has previously obtained written permission from the True Value Company.

Booth Arrangement and Construction

All exposed parts of the display must be finished and painted white so as not to be objectionable to other Exhibitors or to the True Value Company. All materials must conform to applicable local building, electrical, fire, safety, environmental codes, and other rules and regulations.

A. In-Line Exhibits

Each exhibit will be confined to the spatial limits of its respective booth(s) as indicated on the floor plan. No part of any display or signage may be over 12-feet in height. The back one-half of the rented space may be occupied from the floor up to 12-feet in height; the front half of the rented space may be occupied from the floor up to 4-feet only. Equipment may exceed this 4-foot height provided it is not higher than 12-feet. Placement of equipment, product or framing must be done to maintain visibility through either side. Any gondolas or fixtures facing a neighboring display must be finished. If any unfinished portion of the booth is offensive to neighboring Exhibitors, or to the True Value Company, or if the display is unfinished, the exhibiting firm will be charged for additional draping.



(In-Line Exhibit Diagram)

B. Peninsula Exhibits (Exhibits with four or more standard units back to back with an aisle on three sides.)

Each exhibit will be confined to the spatial limits of its respective booths as indicated on the floor plan. No part of the display or signage may be over 12-feet in height. The outside of the display showing in a neighboring booth must be flush (no exposed framework) and properly masked. The True Value Company, at its discretion, reserves the right to have any display masked at the Exhibitor's expense.

C. Cross Aisle Exhibits (Exhibits assigned across the aisle from each other.)

Due to Fire and Safety Regulations, please be advised that banners, signage, arches, and any other obstacles are not allowed to protrude into or over any area that has been designated as an aisle. Arches are allowed only if the exhibitor

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has purchased the space and it is included on the Exhibitor Invoice, (for example an island or peninsula booth). If you have any questions please contact Brandon Sparling at 773-695-5170 or brandon.sparling@truevalue.com.

Exceptions

If you already have a display that you use for another trade show that does not comply with the aforementioned rules and regulations, but you would like to use for the Reunion, you must submit the printed plans to the address listed below and to your True Value Company Product Merchant for a written exception **no later than 30-days prior to set-up**.

True Value Company - Events & Meetings
Attention: Brandon Sparling
8600 W. Bryn Mawr Avenue
Chicago, IL 60631

Phone: 773-695-5170
E-Mail: brandon.sparling@truevalue.com

Signs

Due to the number of corporate department, and aisle banners hung by True Value, sign hanging will be **limited**. Signs are considered as display material and must conform to height limitations for display material as specified in each type booth. **Hanging signs or any other material from the ceiling or overhead structural elements of the exhibit hall may be permitted on an individual basis, based on size, weight, content and location. To obtain special permission for hanging signs you must present your specifications, as well as proposed location of the sign, no later than 45 days prior to the first day of set-up. If allowed, all costs associated with the hanging of said sign will be the sole responsibility of the Exhibitor.** Requests received less than 45 days prior to set-up will not be considered. Please forward your request to:

True Value Company - Events & Meetings
Attention: Brandon Sparling
8600 W. Bryn Mawr Avenue
Chicago, IL 60631

Phone: 773-695-5170
E-Mail: brandon.sparling@truevalue.com

Member Purchases

The following procedures must be adhered to if you plan to sell your Reunion samples / Reunion displays to a True Value Company Member:

1. All purchasing and selling of Reunion samples / Reunion displays is the sole responsibility of the Exhibitor and the Member. **Any, and all, applicable sales tax is the responsibility of the Exhibitor and the Member.**
2. The True Value Company cannot and will not assume any responsibility for the billing, shipping and / or security of any Reunion samples / Reunion displays.
3. All Reunion samples / Reunion displays, picked up or shipped must be accompanied by a Bill of Lading.
4. A Bill of Lading can be obtained at the freight window located at GES Service Desk. You must return the completed Bill of Lading to the Exhibit Floor Management Booth, located on the Reunion floor, no later than **10:00 AM, Monday, February 25th, 2019**. This will be the sole responsibility of the Exhibitor.
5. Due to insurance regulations and company policy, Members cannot and will not be allowed on the exhibit floor to pack, shrink wrap and/or label any Reunion samples / Reunion displays. **Do not give the Bill of Lading to Members.**
6. The choice of carrier will be the sole responsibility of the Member. The Member must notify the Exhibitor of the preferred carrier that they will be using. This information must be listed on each Bill of Lading.
7. Any Exhibitor who does not comply with the above requirements or gives their badge to a Member to defy the above rules will be banned from future True Value Reunions and have their product donated.
8. Any Exhibitor, who has sold his Reunion samples / Reunion Displays to a member and has not properly packed that merchandise, will be billed through GES at the applicable labor rates for the time spent packing.
9. If a Member agrees to buy your booth, you must send the Member to the Exhibit Floor Management Desk, to receive a Member Booth Purchase Log.

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If you have questions regarding the above information, please contact Brandon Sparling at 773-695-5170 or brandon.sparling@truevalue.com. Onsite I can be located by going to the Exhibit Floor Management Desk.

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General Conditions

Installation Deadlines

If installation of any exhibit has not started by **12:00 PM, Thursday, February 21st, 2019**, the True Value Company shall order the exhibit to be erected and the Exhibitor billed for all charges incurred. Neither the True Value Company nor anyone acting at its direction in this regard shall be responsible for the results to any exhibit so erected, or for any damage to the exhibit.

Unclaimed Space

Any space not claimed and occupied or for which no special arrangements have been made prior to **12:00 PM, Thursday, February 21st, 2019**, may be resold or reassigned by the True Value Company without any obligation on the part of the True Value Company for any damages, refund or alternative space whatsoever.

Contractor and Labor Coordination

The Official Service Contractor will have control of all inbound and outbound traffic so as to prevent any congestion in the loading and unloading areas, in the aisles, and in any freight traffic pattern area. The Official Service Contractor will have complete control of all labor and scheduling and coordination of labor for the purpose of the orderly erection, management, and dismantling of the exhibit.

Subletting Booth Space

Exhibitors may not assign, sublet, or apportion all or any part of the space allotted to their company, and may not advertise or display goods or services other than those manufactured, distributed, or sold by their company in the regular course of its business with the True Value Company.

Environmental Matters

Before leaving the exhibit hall each exhibitor shall be solely responsible for the lawful labeling and removal of any and all hazardous material and waste. In no event shall the True Value Company be liable for the violation of any federal, state or local environmental laws or regulations.

The U.S. Department of Agriculture's rules state that all wood materials (crates, wood pallets, etc.) must be either heat treated, or fumigated with Methyl Bromide to ensure wood insects aren't imported in packing materials.

Guard Service

Perimeter guard service is provided by the True Value Company on a 24-hour basis from move-in through move-out. Reasonable precautions should be taken by exhibitors to protect their property. The True Value Company shall not be responsible for the safety of persons or the protection of property. The True Value Company strongly recommends that each exhibiting company secure a rider policy through its insurance agent to cover all booth and display items during transportation to and from this Reunion, as well as during installation, Reunion dates, and dismantling. In no event shall The True Value Company be liable for any damage or loss.

Merchandise Removal Passes

Merchandise Removal Passes **will no longer be enforced** at Reunions.

The Reunion Carts are not to be used to aid in the removal of any items from the Reunion Floor.

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Exhibitor Representatives

Each exhibiting company must provide an experienced and knowledgeable representative in its booth space during the open hours of the Reunion. Not more than four representatives for each 100 sq. ft. of booth space will be allowed in the booth at any one time. All representatives must be bona fide employees of the Exhibitor or representatives who receive commission, brokerage, or salary from the Exhibitor. The term "representatives" in the preceding sentence does not include those who maintain their own inventory of merchandise for resale.

Professional models may be hired and will be admitted to the Reunion floor only in business casual attire or costumes approved by the True Value Company, see Reunion dress code. False certification of individuals as an Exhibitor representative, misuse of Exhibitor badges, or any methods or device used to assist unauthorized individuals to enter the exhibit hall will be sufficient cause for expelling the violators from the Reunion, barring them from further entrance onto the Reunion floor, and/or removing the exhibit from the Reunion floor without obligation on the part of the True Value Company and without refund of any fees. The exhibiting firm, for itself, its employees, and its agents, waives all rights to any claim for damages against the True Value Company and its agents, out of the enforcement of any provision in this Agreement. In no event shall the True Value Company be liable for special, incidental or consequential damages.

Within the designated exhibit area, promotion of goods and services, or conducting of business related thereto, is limited to registered Exhibitors and Exhibitors' representatives and only for those goods and services registered for exhibit. All other such activity within the exhibit area is prohibited. Promotion activities in the aisles or public areas of the building are prohibited.

Children – During Set-up and Dismantling

Insurance regulations require, and in the interest of safety and injury prevention, children less than 18 years of age will not be permitted on the exhibit floor during move-in and move-out. Show Management reserves the right to require proof of age prior to admission to the Reunion.

Reunion Dress Code

The following are considered business casual dress: Suits, sport jackets and dress slacks, no ties required, collared golf or dress shirt with company logo, casual pants/skirt and blouse/shirt.

The following are not considered appropriate dress for the Reunion: jeans, mini-skirts, sweat suits, jean skirts, back-less dresses, shorts, stretch pants, sandals or sneakers. Non-compliance to the dress code is cause for removal from the Reunion.

Wi-Fi Usage Policy

Wi-Fi Service Availability

True Value has purchased Wi-Fi service on the exhibit floor to be used by the Members and Exhibitors. The free wireless should be used for Business purposes only. If faster connection speeds are needed for your booth's computers you should obtain Wired Internet access. To do this please use the forms listed in the GES Exhibit Services Manual.

Other Wireless Restrictions:

Exhibitors are requested not to set up their own wireless networks in their booths, which cause RF interference and causes connectivity issues for our Members Wi-Fi network. Please refrain from using the following devices on the exhibit floor:

- Mi-Fi Devices
- Wireless routers
- Mobile phones used as Mobile Hot Spots

Making sure your mobile phone has the Wi-Fi function disabled will also help cut down on RF interference.

Violations:

Failure to adhere to this policy will risk participation in future events.

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Donations to Habitat for Humanity

If you wish to donate your display / samples to Habitat for Humanity, please visit the Exhibit Floor Management Booth to submit a digital form at one of our new Habitat for Humanity kiosks. You can also submit a form on your own computer prior to show close by visiting the Exhibitor Resource Center and clicking the "Habitat for Humanity Digital Donation Form" link.

We have designated orange shrink wrap as automatic pickup for Habitat. Please do not wrap your outbound freight in orange shrink wrap.

Special Visual and Sound Effects

Audio visual and other sound and attention-getting devices and effects will be permitted only in such intensity, as in the opinion of the True Value Company's Events & Meetings Director that it does not interfere with the activities of neighboring exhibitors or the True Value Company.

Operation of equipment being demonstrated may not create noise levels objectionable to neighboring exhibitors or to the True Value Company.

Irregular Activities

All business activities of the exhibitor at the exhibit hall must be within the exhibitor's allotted booth space. Products and services to be exhibited are to be listed in the product listing form; no other products or services may be exhibited. Exhibitor understands and agrees that the purpose of the True Value Reunion is for Exhibitor to display and sell products to True Value Company retailers. Any other third party business negotiations or product sales are strictly prohibited on the exhibit floor.

True Value Company reserves the right at all times to determine in its sole discretion, what activities or exhibitor actions are appropriate in the allotted booth space as well as on the Reunion floor. Liquidators and other companies not invited to exhibit are not allowed on the Reunion floor. Exhibitor agrees to abide by all instructions, directions and requests by True Value Company or the convention center in order to ensure the safety, security and positive Reunion experience for all exhibitors, members and attendees.

No promotional literature or other giveaway items can be placed on the Member Carts

Noisemakers of any kind will not be permitted. All exhibitors distributing an approved "stick-on" may not place the "stick-on" on the attendees' badges. Sideshow tactics, or other undignified methods, considered by the True Value Company to be objectionable, are expressly prohibited in the exhibit hall. Demonstrations using professional models are subject to prior approval.

The True Value Company's Events & Meetings Department must approve drawings, raffles and lotteries prior to the Reunion. Distribution of refreshments or other products for consumption on the premises not manufactured by or specifically related to the product of the Exhibitor will not be permitted.

Where food products are permitted to be served, the preparation of such foods cannot cause odors considered by the True Value Company to be offensive or objectionable to registrants or other Exhibitors. **Due to exclusive catering contracts, all food and beverage samples must comply with the facility's guidelines set forth in the convention center's rules and regulations.**

Social Functions

Social functions shall be scheduled at a time and place that will not interfere with activities scheduled by The True Value Company. Social functions in public areas, hotels or theater areas in the exhibit hall may be conducted by the exhibitor during non-exhibiting hours only with the advance written approval of the True Value Company's Events & Meetings Department.

All such social functions shall be handled on an invitation only basis; they shall not include blanket invitations to official bodies within the membership and it shall be made clear that these are non-official functions. All such social functions at which alcoholic beverages will be served may not start until after 7:00 PM, unless otherwise permitted by the True Value Company.

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Liability and Indemnification

Neither the exhibit facility, nor the True Value Company, nor the Official Service Contractor or contracted Security Co. will be responsible for loss of or damage to any property in storage, while in transit to or from the exhibit building, or while in exhibit building; nor injury or death to persons. All property of the exhibitor shall be deemed to remain under the exhibitor's custody and control in storage, in transit to or from, and within the confines of the exhibit hall even though it may at any time be under the temporary control or direction of the True Value Company or its Official Service Contractor.

At the conclusion of the Reunion, the exhibiting company must surrender space occupied by it in the same condition it was in at the time the space was initially occupied. The exhibitor is responsible for all damage to the exhibit hall and for the defense, indemnity and payment of any and all claims, demands, and suits on account of any actual or alleged injury or death to an individual, or damage to property, actually or allegedly occurring in the exhibitor's booth space or elsewhere, in whole or in part, because of the acts or omissions of the exhibitor, its officers, employees, agents, licenses, invitees, or contractors.

Exhibitor agrees to defend, indemnify and hold harmless the True Value Company and its shareholders, directors, officers, employees, agents or representatives from and against any and all liability, costs, expenses, claims and demands which may arise from or be asserted in connection with the foregoing undertakings and responsibilities of the exhibitor.

The True Value Company, its shareholders, directors, officers, employees, agents or representatives shall not be liable for injuries to any person, for damage to property nor for injury or death to persons which damages, injuries or death may be claimed to be incident to or arising from or in any way connected with the exhibitor's occupation of display space or the acts or omissions of exhibitor's officers, employees, agents, servants, licenses, and invitees. In no event shall the True Value Company be liable to exhibitors for special, incidental, or consequential damages.

The exhibitor acknowledges that the exhibitor is responsible for obtaining insurance in such amounts as the exhibitor deems appropriate to comply with the exhibitor's responsibilities and obligations herein and for the exhibitor's own protection. Upon request the exhibitor shall provide the True Value Company with a Certificate of Insurance.

Violations

Violations of any of these regulations on the part of the exhibitor, its employees, representatives, invitees, servants, licensees or agents shall be deemed a default of this Agreement and all monies paid and all exhibitor rights shall be forfeited. The True Value Company may re-enter and take possession of the space occupied by the exhibitor and remove all persons and goods at the exhibitor's sole risk and the exhibitor shall pay all of such expenses and all damages which the True Value Company may incur, and forfeit all exhibitor's rights and monies paid or due the True Value Company on account thereof. The exhibitor waives any right to written notice from the True Value Company of its intention to terminate this Agreement and repossess space occupied by the exhibitor by reason of such violation.

Inclusion and Reference to Specifications and Contract Terms and Master License Agreement with the McComrick Place - West Convention Center

The exhibitor expressly agrees to be bound by all of the terms, conditions, and specifications resulting from the master license agreement with the True Value Company, Kay Bailey Hutchison Convention Center and the State of Texas.

Amendments

The True Value Company may at any time amend these terms, conditions and documents included herein by reference and each exhibitor shall be bound thereby. In the event of any amendments or additions to these regulations the True Value Company may, at its option, provide written notice to such exhibitors as may be affected by them. In addition, the True Value Company may post or publish notice of such amendments, as it may deem appropriate.

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Miscellaneous

The relationship established between the True Value Company and the exhibitor by this Agreement is that of a vendee to its exhibitor and nothing herein contained shall be deemed to establish or otherwise create a relationship of principal and agent between the True Value Company and the exhibitor. It is understood that the exhibitor is an independent contractor who cannot and shall not be deemed an agent of the True Value Company for any purpose whatsoever. Neither the exhibitor nor any of its agents or employees shall have any right or authority to assume or create any obligation of any kind, whether expressed or implied, on behalf of the True Value Company. The exhibitor shall make no warranties or representations on behalf of the True Value Company to customers or to the trade with respect to any of the products, except such as may be expressly approved in writing by the True Value Company.

The exhibitor acknowledges and agrees that any failure on the part of the True Value Company to enforce at any time, or for any period of time, any of the provisions of this Agreement shall not be deemed or construed to be a waiver of such provisions or of the right of the True Value Company thereafter to enforce each and every such provision.

In the event of any litigation between the parties hereto with respect to the Agreement, the prevailing party, (the party entitled to recover costs of suit, at such time as all appeals have been exhausted or the time for taking such appeals has expired), shall be entitled to recover reasonable attorney's fees, in addition to such other relief as the court may award.

This agreement shall be construed and enforced in accordance with the local law of the Texas. The Parties hereby consent to and submit to the jurisdiction of the federal and state courts located in the State of Illinois, and any action or suit under this Agreement shall only be brought by the parties in any federal or state court with appropriate jurisdiction over the subject matter established or sitting in the State of Texas. The True Value Company shall not be liable to exhibitors for compensation, reimbursement or damages on account of loss of present or prospective profits, expenditures, investments or commitments, whether made in the establishment, development or maintenance of business reputation or goodwill or for any other reason whatsoever. In no event shall the True Value Company be liable to exhibitors for special, incidental, or consequential damages.

This agreement supersedes, terminates and otherwise renders null and void any and all prior agreements or contracts, whether written or oral, entered into between exhibitors and the True Value Company with respect to the matters hereinabove expressly set forth, except that nothing herein contained shall be construed as intended to relieve or release exhibitors from its obligation to make payment of any monies which exhibitors may owe to the True Value Company.