

ACL LIVE & 3TEN at ACL  
LIVE 310 Willie Nelson  
Blvd. Austin, TX 78701  
(512) 404-1306 |  
acllive.com

## OUTSIDE VENDOR AGREEMENT & ACL VENUE POLICIES

Effective Date: January 2024

TLC SPONSOR COMPANY NAME (herein called *Vendor*): \_\_\_\_\_

ONSITE CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ONSITE PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

When ACL Live and/or our Clients engage your business to display services within our venues, you are thereby representing ACL Live & 3TEN at all times. Your work and your employees' behavior while working at our venues are a direct reflection on the venues, and we take both very seriously. Below are the guidelines, expectations and requirements for event sponsors and exhibitors at ACL Live and/or 3TEN.

### **Onsite Policies:**

- Access to Venue:** *Vendor* may only access the venues during designated load-in & load-out times and during event hours, as determined & assigned by IDEOlogy Health and the ACL Live Event Producer. *Vendor* will not be allowed access through security into venue unless a signed copy of this form has been received by venue management. Vendors must have proper credentials (i.e. name badge) at all times when at the venue.
- Timeliness:** *Vendor* agrees that it is important to stay on schedule as tardiness in arrival, set up or strike puts the event in jeopardy, inconveniences both the venue and other vendors, and reflects poorly on the *Vendor* and ACL Live. A smoothly run event production depends on everyone's respectful timeliness at all times.
- Communications:** All pre-event and onsite communication and inquiries must go through IDEOlogy Health who will coordinate with the ACL Live's Private Events Lead Producer. Upon arrival and before departure, *Vendor* must check-in/out with IDEOlogy Health.
- Attire:** *Vendor* and its staff agree to dress professionally and appropriate for onsite activity at all times while working at ACL Live venues.
- Merchandising:** *Vendor* agrees that under no circumstances will it merchandise any materials or products during the Texas Lung Cancer Conference without express written permission granted by IDEOlogy Health and the ACL Live Private Events Director.
- Conduct:** *Vendor* and its' staff agree to conduct themselves in a professional manner at all times; refrain from smoking or using foul language in view, earshot or presence of any client representatives or event guests; refrain from interacting with entertainment (unless required by *Vendor's* contracted role) and under no circumstances request autographs or photos from any entertainment prior to, during or after event.

7. **Onsite Contact Information:** Vendor agrees to provide an onsite contact name and mobile phone number for last minute changes/additions or communicating onsite when necessary.
8. **Condition of Venues:** *Vendor* agrees immediately following the event to promptly return the venue(s) to the same condition as they were when they arrived pre-event. *Vendor* is responsible for disposing of own trash, as well as clearing and cleaning the area utilized for the event. All *Vendor*-generated trash must be taken away with *Vendor* upon departure from venues; there is NO onsite dumpster access allowed for *Vendors*.
9. **Equipment & Materials:** Vendor agrees to provide its' own equipment and materials required to execute the contracted work professionally and in a timely manner. This includes push carts, dollies, extension cords, power strips, etc.
10. **Set Up & Strike:** All property belonging to *Vendor* and shall be delivered, set up and removed during IDEology Health designated set up and tear down dates and times. NO shipments of any kind will be accepted or held prior to or after the event date without express written permission granted by ACL Live Private Events Lead Producer.
11. **Shipping and Receiving:** The Venue facilities do not accept, store, or ship freight or packages for *Vendors*, guests or sponsors before, during or after an event. The Venue will decline receipt of any shipments arriving prior to the event's first contracted day. Venue personnel are unable to sign for shipments and there is no secure holding area for any shipments received. All freight must be shipped to the TLC Conference headquarter hotel before the event and hand delivered to Venue during the specified move in date and time outlined by IDEology Health.
12. **Property Damage:** If any portion of ACL Live, 3TEN, or their equipment is damaged by any act, omission, default or negligence of *Vendor*, its' agents, subcontractors or employees, *Vendor* shall pay to Venues upon demand, in cash or its' equivalent, a sum determined by Venue equal to the cost of repairing the damages and restoring Venues to the condition existing at the beginning of the *Vendor's* use. *Vendor* shall not injure, mar, nor in any manner deface the Venues, their facilities, or any equipment contained therein, and shall not make nor allow to be made, any alterations to the Venues or their facilities.
13. **Decorations:** No rice, birdseed, sparklers, fire, pyrotechnics, glitter, or confetti are allowed in the Venues whatsoever for any purpose by anyone. A fee no less than \$500 will be assessed by Venue to Client for use of any of these prohibited items. Helium balloons must be anchored to a weighted object before entering the Venue. Vendor will pay a \$250 fee to the Venues if balloons need to be removed from the ceiling by venue staff. Decorations or signage cannot be adhered, pinned, nailed, stapled, or affixed in any way to any part of the Venues or property or equipment in the Facilities. All signs, flags, banners, and other decorations must be approved in advance by the Venues' Private Events Lead Producer prior to the Event date. Logos, advertisements, artwork, monitors, and TV's in the Facilities may not be covered up in any way without the prior written consent of the Venues' Private Events Director or Lead Producer.
14. **Moving of Venue Furniture:** *Vendor* is not permitted to move any venue furniture, decorations or venue equipment.
15. **Adhesives, thumbtacks, nails etc.:** *Vendor* is NOT permitted to use any adhesives (including tape of any kind), thumbtacks, nails or other items to attach signage or decorations to any surface of the venues. Vendors may not hang any signage.
16. **No Audio or Video Production:** *Vendors*, Clients & Patrons will not cause or allow ANY audio or video recordings, broadcasting, or live streaming of any live entertainment or music performances at or in connection with the Event or inside of ACL Live or 3TEN WHATSOEVER.

- 17. Internet Services:** Standard venue WIFI is available and complimentary.
- 18. Parking:** *Vendor* and guests Parking is accessible at nearby garages and hotels at *Vendor's* own expense. Parking downtown is extremely limited and not guaranteed due to required city permittable production spaces managed by the Venues. ALL parking spaces that are permitted from the city by Venues is strictly controlled and specifically assigned by Venue and Private Events Production Leads.
- 19. Alcohol/Illegal Substances:** Absolutely no alcohol or illegal substances will be allowed into venue by *Vendor* or their staff while on ACL Live or 3TEN venues' property or at an event.
- 20. Liquor & Beverages:** Due to the Venues' TABC license and laws, donated or "outside" liquor is NOT permitted under any circumstances at any time. Venues MUST provide all alcoholic beverages WITHOUT EXCEPTION. Additionally, NO non-alcoholic beverages (including bottled water) may be brought into venue at any time that Venues' bars or concession areas are open and available unless otherwise specifically approved in writing by the Venues' Private Events Director or Lead Producer.
- 21. Outside Food and Beverages:** Outside food & beverages are not allowed before or during an ACL Live or 3TEN event, without express written permission granted by ACL Live or 3TEN Private Events Lead Producer and Client.
- 22. Smoking:** ACL Live & 3TEN are completely non-smoking facilities. No smoking by *Vendors* or *Vendor Staff* is allowed anywhere on venue properties at any time.
- 23. Fire Safety & Safety Equipment:** *Vendor* agrees to abide by the following venues' Safety regulations:
- A. No open flames allowed, including votive candles
  - B. No fuel-required heaters (including propane) may be used inside Venues
- 24. Compliance with Law:** *Vendor* represents that it and all third-party *Vendors* utilized by it are duly qualified and licensed to provide the services contracted for, and that such services will be provided in accordance with all applicable governmental rules and regulations, and in accordance with the standards of the industry.
- 25. Indemnification:** *Vendor* agrees to indemnify ACL Live and/or 3TEN and hold it harmless against all claims, actions, damages, expenses (including attorneys' fees), and liabilities arising out of or relating to the negligent or willful acts or omissions of *Vendor* or its staff.  
ACL Live and 3TEN agree to indemnify *Vendor* and hold it harmless against all claims, actions, damages, expenses (including attorneys' fees), and liabilities arising out of or relating to the negligent or willful acts or omissions of ACL Live , 3TEN or its' staff.
- 26. Impossibility:** Performance of the Agreement is subject to acts of God, war, government regulation (including governmental advisories, quarantines and curfews), disaster, fire, strikes or other labor disputes, curtailment or disruption of transportation facilities, civil disorder, terrorism and responses thereto or any other extraordinary occurrence making it impossible or inadvisable for participants to attend. This Agreement may be terminated without penalty for any one of such reasons by written notice from one party to the other, in which event ACL Live and 3TEN will receive all recoverable deposits made prior to date of termination. *Vendor* shall also not be liable for delays caused by acts of God, war, national emergency, government regulation (including governmental advisories, quarantines and curfews), disaster, fires, strikes or other labor disputes, curtailment or disruption of transportation facilities, civil disorder, terrorism and responses thereto or causes beyond its reasonable control.
- 27. Applicable Law/Prevailing Party:** In the event a dispute arises, the laws of Austin, Texas shall apply. The venue shall be Travis County, Texas. The prevailing party in any dispute or collection action shall be entitled to costs of court and reasonable attorney fees and disbursements.

**28. Notices & E-mail:** Notices, acceptances, executed contracts, work order, proposal or other contract changes required to be made in writing shall be deemed delivered if transmitted by prepaid U.S. certified mail, return receipt requested; by hand or messenger delivery or by e-mail transmission with acknowledgement response from the recipient of the e-mail transmission. The notice shall be deemed effective as of the date shown on the receipt signifying delivery of such notice to the party to whom it is addressed.

**Acceptance:**

This agreement shall be considered fully executed and bind all parties after ACL Live and/or 3TEN Private Events Lead Producer receives of a signed copy of this Agreement by authorized agent the **Vendor**.

**VENDOR:**

**Company Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_