

AASPA Exhibitor / Sponsor Agreement

This Exhibitor / Sponsor Agreement is entered into between the American Association of School Personnel Administrators (AASPA), a nonprofit corporation located in Overland Park, Kansas, and (Exhibitor/Sponsor) with offices located in

Exhibitor/Sponsor desires to exhibit or sponsor with AASPA in accordance with the terms and conditions set forth in this agreement. Exhibitor/Sponsor understands and acknowledges AASPA will only accept application for exhibiting and sponsorships from those companies who agree to the terms and conditions set forth in this agreement and who submit a signed copy of this agreement. Therefore, in consideration for the opportunity to exhibit and/or sponsor with AASPA, Exhibitor/Sponsor agrees to comply with all of the following terms and conditions.

TERMS AND CONDITIONS

The following rules and regulations governing the exposition and sponsorship for AASPA constitute a contract between the Exhibitor/Sponsor and AASPA. They have been formulated in the best interest of the exhibitor/sponsor, and we respectfully ask for full cooperation in their observance. Any detail not specified is subject to decision by AASPA.

Exhibition

Character of The Exposition. The Exposition, sponsored by the American Association of School Personnel Administrators (AASPA), is a professional show dedicated to school human resource management. AASPA reserves the right to determine the eligibility of any company, product or service and the right to restrict, prohibit or evict any exhibitor or product that, in the opinion of AASPA, detracts from the character of the exposition or for any violation of the following Terms and Conditions. In the event of such restriction or eviction, AASPA is not liable for refunding exhibit fees or any other costs incurred by the exhibitor. In particular, and without limitation, excessive audio/visual attention-getting devices or effects or offensive odors are prohibited. No copyrighted, recorded or live music may be played or performed in connection with the exhibit.

Terms of Payment. Full payment for your booth must be received at the time of registration. **Booth cancellations are NOT eligible for a refund.**

Display Regulations. Exhibitor must comply with all rules in the AASPA Exhibitor Manual (and should review that Manual), as the same may be amended by AASPA in reasonable fashion on reasonable notice to Exhibitor, including without limitation the following rules:

- a. No exhibit may block or interfere with a neighboring exhibit as determined by AASPA.
- b. In-line exhibits: Maximum back wall height permitted for any booth exhibit will be 8'. Sidewalls of these exhibits may not extend more than 5' from the back wall so as not to box in adjoining exhibitors, with a maximum height restriction of 4' on the front 5' section.
- c. Open areas or island booths: Exhibit fixtures, components and identification signs will be permitted to a maximum height of 14' in the Grand Ballroom and 8'6" in the Fifth Ave Room. Full use of the island floor space is permitted, as long as no component exceeds the height restriction. Review the exhibitor manual for updated information and rules.
- d. No nails or screws may be driven into the floor. No damage of any nature may be done to any part of the exhibit hall.
- e. Exhibitors will be charged a fee for any skids, pallets or containers left behind.

Subleasing and Sharing of Exhibit Space is prohibited. All signs, displays and products in a booth must be related to the purchasing exhibitor's company. No additional companies may participate in your booth without prior written consent. No booths may be purchased with the intent of holding for other companies.

Exhibit Space Assignments. Booth assignments are made on the basis of priority, availability and need, with all assignments made in the best interest of the exposition. AASPA reserves the right to alter an exhibitor's assigned space if it is deemed necessary in the best interest of the exposition. Before exercising its discretion, AASPA will consult with the exhibitor.

Failure to Occupy Space. Any exhibitor failing to occupy their booth is not relieved of the obligation to pay the full price of the booth. AASPA reserves the right to use the unoccupied space as it sees fit, providing the space is not occupied at least one hour prior to the exhibit hall scheduled opening.

Complimentary Registrations. Each exhibit booth is entitled to one (1) all access conference registration and one (1) booth only badge. Substitutions are not permitted and sharing of badges is prohibited. All exhibitors are required to wear their badges while at the event. Additional badges may be purchased. Exhibitor Registration is limited to sales, marketing, management and special booth personnel. AASPA reserves the right to limit the number of exhibitor personnel.

Sales of Product or Samples. No sales including for cash, check or credit card are prohibited on the show floor. Contracts and orders may be written for future delivery of products or services.

Limitation on Room Drops. Exhibitors may not make any room drops at hotels within AASPA room block without permission of hotel and AASPA; permission may be conditioned on payment of a fee or may be denied within the discretion of hotel or AASPA.

Displays and Exhibits in Public View. Display materials are required to be appropriately finished on all sides and surfaces. If such surfaces remain unfinished at the start of the exposition, AASPA may authorize the official contractor to erect the necessary finishing and the exhibitor will be required to pay all costs involved.

Damage to Property. Any damage caused by an exhibitor or their employees will be paid for by that exhibitor. Do not paint, tape, nail, screw, drill or tack anything to the walls, columns, floor or ceiling of the building, adjoining displays or the official contractor's display material.

Fire Department Regulations and All Other Applicable Laws and Regulations. All applicable laws and regulations must be complied with by Exhibitor. Display and packing material must be flame retardant. Electrical equipment must be UL approved and must be wired by a licensed electrician.

Insurance. All Exhibitors, their contractors and suppliers working in the exhibit hall are required to carry general liability insurance in an amount of at least equal to \$1,000,000 in the aggregate and \$1,000,000 per claim, or, if greater, such amount as may be required by the convention facility, and shall supply AASPA with a certificate evidencing such coverage and naming AASPA as an additional insured with right to at least ten days advance written notice of termination to obtain full-coverage temporary insurance for their merchandise and displays while in transit and while at the exposition. COI must be submitted to AASPA, upon request, a minimum of 30 days prior to the exhibit hall opening. AASPA shall not be held responsible for any loss, damage or theft of the exhibit booth, materials or products.

Indemnification. Each Exhibitor shall indemnify and hold harmless AASPA and the exposition location for all liability in any way related to Exhibitors' exhibit or any act or omission of exhibitor or any of its employees or agents; including, without limitation, infringement of any trademark, copyright or other rights of any third parties, accident or injury to invitees, guests, exhibitors, their agents and employees and including loss or damage to any personal property.

Cancellation of Exposition. If AASPA should be prevented from holding the exposition for any reason beyond AASPA control (such as, but not limited to damage to building, riots, strikes breached by exposition location, acts of government or acts of God), then AASPA has the right to cancel the exposition or any part thereof, with no further liability to the exhibitor other than a refund of exhibit fees less a proportionate share of the administrative and exposition cost incurred.

Exposition Location Rules. Exhibitors shall not cause any violation of the rules of the exposition location.

Food and Beverages. All Food & Beverage must be purchased from the hotel, unless incident to the exhibitor's product lines.

Gifts and Contests. Exhibitors are permitted to give gifts and promotional items in their booths. AASPA reserves the right to prohibit, limit or discontinue the distribution of gifts, giveaways or similar promotions. There will be no drawings or winners allowed in individual booths during the exposition.

Soliciting. Any soliciting outside the confines of the exhibitor's assigned space is prohibited.

Labor and Contractors. Exhibitors that plan to use outside contractors must notify AASPA in writing 60 days prior to the exposition. Outside contractors are required to submit verification of liability insurance coverage to AASPA. All labor must have local union clearance.

Competitive Events. Any events which distract from the conference and exposition are prohibited.

Non-Exhibiting Companies. Any organizations and individuals that supply products and services to AASPA exhibitors or that supply products or services to AASPA attendees may not attend without the purchase of an exhibit booth. Any violation of this policy will result in prompt removal of the offending person(s) and property from the event.

Installation, Show and Dismantling. Hours and dates shall be those specified by AASPA. Booths must be utilized for the entire length of the show. Packing of exhibits prior to the close of the exposition is prohibited. Exhibitors shall be liable for all storage and handling charges for failure to remove exhibits by specified time and date.

Not Assignable by Exhibitor. This Agreement may not be assigned by the Exhibitor absent the written consent of AASPA.

Sponsorship

Payment. All payments must be received within a minimum of 30 days of the invoice date and no less than 14 days prior to the event. Advertisers are required to make payment in full for advertising space before the advertisement is published or displayed. Non-payment may result in loss of selected item and does not release exhibitor/sponsor from the amount due. **Sponsorships are NOT eligible for a refund.**

Scheduling Items Purchased. Items purchased or obtained through AASPA's sponsorship program, including but not limited to advertising, digital content, webinars or services, are subject to scheduling determined by AASPA. Any scheduling, including event dates, access periods or delivery times, will be communicated by AASPA and are binding upon the purchaser. Failure to meet deadlines may result in loss of sponsorship item and does not release exhibitor/sponsor from the agreement.

Advertisement Submission. All advertisements must be submitted to AASPA by the specified deadline in the format and specifications provided. Advertisements that do not meet the specified guidelines or are late, may be rejected. Late submission may result in loss of selected item and does not release exhibitor/sponsor from the agreement. Link tracking is the responsibility of the purchaser.

Content Approval. Sponsor is responsible for all updates and corrections to the submitted materials in a timely manner. If sponsor requests updates to be made by AASPA, sponsor will be charged at a rate of \$100 per hour with a \$50 minimum. AASPA reserves the right to review, edit and approve all advertising content before publication. Advertisements containing offensive, misleading or inappropriate content will be rejected.

Advertisement Placement. AASPA will determine the placement of advertisements within the platform/event. Requests for specific placement may be considered, but are not guaranteed.

Intellectual Property. Advertisers warrant that they have the necessary rights, licenses and permissions for all content submitted for advertising. AASPA is not responsible for any infringement of intellectual property rights related to advertising content.

Social Media. All social media posts are required to tag the sponsoring company. Content must be construed to come from sponsor, not AASPA. AASPA reserves the right to review, edit and approve all social media content before posting.

Liability. AASPA is not liable for any loss, damage or claims arising from errors, omissions or inaccuracies in published advertisements. Advertisers are responsible for the accuracy of their content and will be provided with a proof for approval before items are published.

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Webinars. AASPA hosts webinars and all attendees must register through the AASPA website. Webinar recordings will be archived for future viewing and AASPA retains the right to all recordings. AASPA is not responsible for and does not guarantee the number of attendees.

Marketing Competing Events. Advertisers are prohibited from promoting or advertising events that directly compete with AASPA's own events or initiatives. Advertisements containing information regarding events that conflict with or are deemed as direct competitors to AASPA's offerings will be rejected. AASPA reserves the right to determine what constitutes a competing event.

Magazine Articles. All articles submitted to AASPA are subject to review by committee. Submission of article does not guarantee placement in any publication. Articles are selected based on theme of publication, topic of article and the needs of the association. Business partners are encouraged to submit articles for publication, but it is the policy of the association that any article written by a business cannot mention a product or service directly and must be accompanied by a half-page ad. Willingness to purchase an ad does not guarantee placement of article in any publication and the ad must be paid for in full before the article can be included in the publication.

Small Meetings. AASPA's small meetings include a table top for two days, one complimentary event registration and an opportunity to share information about your company with attendees. Additional staff event registrations may be purchased.

Simultaneous Event Hosting. Advertisers are prohibited from hosting events that directly coincide with or occur concurrently to AASPA's scheduled events, seminars or conferences. This includes events planned during the same dates and times as those organized or endorsed by AASPA. AASPA reserves the right to determine what constitutes simultaneous events.

Specialty Breaks. All specialty breaks and activities being held during conference must have AASPA approval. Activities or breaks run without AASPA approval or sponsorship purchase will be stopped and the sponsor will be asked to leave the event.

As Described. All sponsorship items are provided as described in the Sponsorship and Advertising Brochure. No additional perks or "add-ons" will be included. Items can be added for an additional cost.

Meeting Rooms. AASPA may have the ability to obtain small meeting rooms at the conference host hotel. Options will vary by location. Food & beverage, A/V and other special requests will be an additional charge.

Signing Authority. All event-related contracts, agreements or modifications, including but not limited to venue agreements, vendor contracts, sponsorship agreements and participant terms, are to be signed by AASPA. No other party, including participants, vendors, sponsors or affiliates, has the authority to sign or modify contracts on behalf of AASPA.

General Information

Shipment of Materials to Events. All costs related to shipping materials to the event venue, including but not limited to shipping fees, customs duties, taxes, hotel fees and any additional charges, are the sole responsibility of the sender.

Governing Law and Jurisdiction. This Agreement shall be governed by the internal laws of Kansas. The parties hereby submit to the exclusive jurisdiction of the state and federal courts in Kansas governing any disputes concerning this Agreement, and further agree that they are subject to personal jurisdiction in Kansas in any such dispute.

Attorney's Fees. In the event of any dispute concerning this Agreement, the prevailing parties shall be entitled to reasonable attorney's fees.

Miscellaneous. The parties agree that this Agreement (as well as any other Agreement referred to herein) contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. It may be amended only by a written Addendum setting forth the changes and signed by both parties. This agreement is binding on the parties, their successors and assigns, provided that no party may assign this agreement without the written consent of the other party. Either party's waiver of or failure to exercise any right provided for in this agreement shall not be deemed a waiver of any further or future right under this agreement. All notices required or permitted hereunder shall be in writing, sent to the parties at the address provided by the parties.

Interpretation and Application of Rules and Regulations. AASPA and its Executive Board will have the full power in the interpretation and enforcement of all contract regulations contained herein, or in the AASPA Exhibitor Manual. The ruling of AASPA's decision shall be final in all instances with regard to this agreement. AASPA reserves the right to modify these terms & conditions at any time. Exhibitors/sponsors will be notified of changes.

Acknowledgement.

The undersigned hereby represent and acknowledge that: (i) they read the foregoing Agreement; (ii) they know its contents; (iii) in executing this Agreement, they received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement; (iv) they are authorized to execute this Agreement on behalf of the respective named parties; and (v) they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

Agreement

Please print, sign and date.

EXHIBITOR/SPONSOR REPRESENTATIVE NAME: TITLE

SIGNATURE: DATE: