

## TERMS AND CONDITIONS

- 1. 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.
- 2. Terms of Payment.** Full payment for your booth must be received at the time of registration. **Booth cancellations are NOT eligible for a refund.**
- 3. 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 12'. Full use of the island floor space is permitted, as long as no component exceeds the 12' height restriction. Review the exhibitor manual for current rules.
  - d. No nails or screws may be driven into the floor. No damage of any nature may be done to the booth structures nor to any part of the exhibit hall.
  - e. Exhibitors will be charged a fee for any skids, pallets or containers left behind.
- 4. Subleasing and Sharing of Exhibit Space is prohibited.** All signs, displays and products in a booth must be related to the exhibitor's company.
- 5. Exhibit Space 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.
- 6. Sales of Product or Samples** 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.
- 7. 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.
- 8. Displays and Exhibits in Public View** 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 effect the necessary finishing and the exhibitor will be required to pay all costs involved.
- 9. Damage to Property** caused by an exhibitor 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.
- 10. Fire Department Regulations and All Other 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.
- 11. 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 terminated to obtain full-coverage temporary insurance for their merchandise and displays while in transit and while at the exposition.
- 12. 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 personal property.
- 13. 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 exposition cost incurred.
- 14. Exposition Location Rules.** Exhibitors shall not cause any violation of the rules of the exposition location.
- 15. Food and Beverages** must be purchased from the hotel, unless incident to the exhibitor's product lines.
- 16. Gifts and Contests.** AASPA reserves the right to prohibit, limit or discontinue the distribution of gifts, give-aways or similar promotions. There will be no drawings or winners allowed in individual booths during the exposition.
- 17. Soliciting** outside the confines of the exhibitor's assigned space is prohibited.
- 18. 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 supply verification of liability insurance coverage. All labor must have local union clearance.
- 19. Competitive Events,** which distract from the conference and exposition, are prohibited.
- 20. Non-Exhibiting Companies,** organizations and individuals that supply products and services to AASPA exhibitors or that supply products or services to AASPA attendees may not attend.
- 21. Exhibitor Registration** is limited to sales, marketing, management and special booth personnel. AASPA reserves the right to limit the number of exhibitor personnel.
- 22. Installation, Show and Dismantling** hours and dates shall be those specified by AASPA. 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.
- 23. Not Assignable by Exhibitor.** This Agreement may not be assigned by the Exhibitor absent the written consent of AASPA.
- 24. 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.
- 25. Merger Clause.** The parties agree that this Agreement (and, 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.
- 26. Attorney's Fees.** In the event of any dispute concerning this Agreement, the prevailing parties shall be entitled to reasonable attorney's fees.
- 27. Amendments to Rules and Regulations.** AASPA 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 shall be final in all instances with regard to use of any exhibit space.