

AASPA Exhibitor / Sponsor Agreement

This Agreement is entered into between the **American Association of School Personnel Administrators (AASPA)**, located in Overland Park, Kansas and the **Exhibitor/Sponsor** listed below.

By submitting a registration or sponsorship purchase, the Exhibitor/Sponsor agrees to comply with the following terms and conditions governing participation in AASPA events.

TERMS AND CONDITIONS

AASPA values the partnership of our exhibitors and sponsors who provide innovative solutions for PK-12 human resource leaders. These guidelines are designed to create a productive and professional environment for all participants. 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 Terms

Character of The Exposition.

The AASPA exposition is a professional event focused on products and services supporting PK-12 human resource leaders. AASPA reserves the right to determine the eligibility of any company, product or service and may restrict or remove any exhibit that detracts from the professional character of the event or violates these terms. In the event of such restriction or eviction, AASPA is not liable for refunding exhibit fees or any other costs incurred by the exhibitor.

Terms of Payment. Full payment for exhibit booths is required at the time of registration. Exhibit booth and sponsorship purchases are **non-refundable** unless otherwise determined by AASPA.

Display Regulations. Exhibitors must comply with all rules outlined in the AASPA Exhibitor Manual and venue regulations.

- Exhibits may not block or interfere with neighboring booths.
- In-line booths:
 - Maximum back wall height: **8 feet**
 - Side walls may extend **no more than 7 feet from the back wall with a maximum height restriction of 4 feet**
- Island booths may reach a maximum height of **10 feet** unless restricted by the venue.
- No nails, screws, paint, tape or damage to venue property.
- Exhibitors are responsible for removing all booth materials after the event.

Without limitation, excessive audio/visual attention-getting devices or effects or offensive odors are prohibited. Music or audio must be kept at a reasonable volume that does not disrupt neighboring exhibitors. AASPA reserves the right to adjust booth assignments when necessary in the best interest of the event.

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. Exhibit space may not be subleased, shared with other companies or used to promote organizations not listed on the agreement. All materials displayed must represent the **purchasing company** unless prior written approval is granted by AASPA.

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 includes one (1) basic conference registration package and one (1) booth only staff badge. Substitutions are not permitted and sharing of badges is prohibited. Additional registrations may be purchased. All booth personnel must wear badges during the event. Exhibitor Registration is limited to sales, marketing, management and special booth personnel, not for school district personnel. AASPA reserves the right to limit the number of exhibitor personnel.

Sales of Product or Samples. Direct sales transactions (cash, check or credit card) are not permitted on the show floor. Exhibitors may take orders for future delivery of products or services.

Gifts and Contests. Exhibitors are permitted to give gifts and promotional items in their booths. Prize drawings may not be conducted inside individual booths without AASPA approval.

Limitation on Room Drops. Room drops or off-site promotions within AASPA hotel blocks require prior approval from both AASPA and the hotel..

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.

Accessibility. Exhibitors must ensure that booth designs and activities comply with accessibility standards and do not obstruct aisles or access points.

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

Insurance. Exhibitors must carry **general liability insurance** of at least:

- **\$1,000,000 per occurrence**
- **\$1,000,000 aggregate**

COI must be submitted to AASPA, upon request, a minimum of 30 days prior to the exhibit hall opening. AASPA is not responsible for loss, theft or damage to exhibitor property.

Cancellation of Exposition. AASPA shall not be liable for failure to hold an event due to circumstances beyond its control, including but not limited to natural disasters, government restrictions, public health emergencies, strikes, venue closures or acts of God. In such cases, AASPA may cancel or modify the event without further liability beyond refunding exhibit fees minus incurred expenses.

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

Food and Beverages. Food and beverage served in exhibit spaces must be purchased through the host venue or approved caterer, unless it is part of the exhibitor's product demonstration.

Lead Retrieval / Badge Scanning. Exhibitors collecting attendee information through badge scanning or other technologies are responsible for complying with all applicable privacy laws and regulations.

Sustainability. Exhibitors are encouraged to minimize waste by using recyclable materials, reducing printed collateral and avoiding single-use promotional items when possible.

Shipment of Materials to Events. Exhibitors are responsible for all costs associated with shipping materials to and from the event venue, including handling, storage, customs duties and venue fees.

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. Exhibitors and sponsors may not host events targeted at AASPA attendees during official conference programming hours without written approval from AASPA.

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 & Advertising

Payment. All sponsorship and advertising items must be paid in full prior to activation or publication. All payments must be received within a minimum of 90 days of the invoice date and no less than 14 days prior to the event. 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.** However, AASPA may allow the Exhibitor/Sponsor to transfer the purchase to another company with prior written approval at AASPA's sole discretion.

Scheduling Items Purchased. Sponsorship deliverables such as advertisements, digital content, webinars and promotions will be scheduled by AASPA. Failure to meet submission deadlines may result in forfeiture of the purchased item without release from payment obligations.

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. Failure to meet deadlines may result in forfeiture of the item without release from payment obligations. Link tracking is the responsibility of the purchaser.

Content Approval. All advertising and promotional content is subject to review and approval by AASPA. Content that is misleading, offensive or inconsistent with AASPA policies may be rejected. Sponsor is responsible for all updates and corrections to the submitted materials in a timely manner.

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 / Digital Promotion. Exhibitors and sponsors are encouraged to promote their participation through social media. Social media posts related to sponsorships must clearly represent the sponsoring company and may not imply endorsement by AASPA unless approved. AASPA reserves the right to review and approve sponsored social media content.

Attendee Data Use. Attendee lists provided to exhibitors or sponsors are for the sole purpose of facilitating participation in the AASPA event. The use of attendee information for unsolicited mass marketing, resale or distribution to third parties is strictly prohibited.

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 of approval before items are published.

Webinars. All attendees must register through the AASPA website. AASPA retains ownership of the recorded webinar. Attendance numbers are not guaranteed.

Marketing Competing Events. Sponsors and exhibitors may not promote events that directly compete with AASPA programs or occur simultaneously with scheduled AASPA activities or initiatives. AASPA reserves the right to determine what constitutes a competing event.

Magazine Articles. All articles submitted to AASPA are subject to review by the 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 an article in any publication and the ad must be paid for in full before the article can be included in the publication.

Focused Seminars. AASPA's Focused Seminars 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 the 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 Legal Terms

Indemnification. Each party shall indemnify and hold harmless the other party from claims arising from its own acts, omissions, negligence or misconduct.

Force Majeure. AASPA shall not be liable for failure to perform its obligations if such failure results from circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, government regulation, disaster, fire, strike, public health emergency, epidemic or pandemic, or curtailment of transportation facilities.

Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Kansas. Any disputes arising from this agreement shall be resolved in the courts located within Kansas.

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

Agreement. This document represents the entire agreement between the parties and supersedes any prior agreements or communications related to event participation.

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. By signing below, the Exhibitor/Sponsor confirms that they have read and agree to the terms outlined in this agreement. Signer is authorized to execute this Agreement on behalf of the Exhibiting/Sponsoring companies.

Agreement

This agreement may be executed electronically and digital signatures shall be considered legally binding.

Exhibitor/Sponsor Company:

Representative Name:

Title:

Signature:

Date:
