



# School Building Expo & College Building Expo 2011 Terms and Conditions

## Rules Governing the Exposition

**1. General Matters.** Management's obligation to hold the Exposition is conditioned upon the Facility making available the space applied for by Management on the dates specified.

Management has the sole right to determine the eligibility of any company or product for inclusion in the Exposition. Management makes no representation or warranty, express or implied, regarding the number of persons who will attend the Exposition.

**2. Assignment, Use of Space.** Management shall assign to Exhibitor exhibit space for the period of the Exposition. Each such assignment is made for the period of the Exposition only and does not imply that the same or similar space will be held or offered for future Expositions. Management reserves the right to withdraw its acceptance of this application and to cancel Exhibitor's participation in the Exposition if it determines that Exhibitor is not eligible to participate or Exhibitor's products or services are not eligible to be displayed. Exhibitor may not assign or sublet its exhibit space, or any part thereof (including so-called "booth sharing"), nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary to the proper demonstration or operation of Exhibitor's display, in which case the identification shall be limited to the manufacturer's normal, regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from or share its booth. Decisions of Management regarding use of exhibit space shall, in all instances, be final and binding.

**3. Relocation; Floor Plan Revisions.** Management reserves to itself the exclusive right to revise floor plans and/or move assigned Exhibitors as it deems necessary.

**4. Occupancy, Payment Defaults.** All participation costs must be paid when due, and in any event in full prior to Exhibitor's move-in. If Exhibitor fails to occupy its contracted space, fails to pay any or all fees in a timely manner, or fails to perform, meet or observe any term or condition set forth herein, it shall not be relieved of the obligation of paying the full cost of its participation in the Exposition and Management, at its discretion, may cancel this agreement and Exhibitor's participation in the Exposition and reassign the exhibit space. In the event that Exhibitor tenders the exhibit fees after such reassignment, Management may assign to it such other exhibit space, if then available, which Management deems appropriate. Exhibitor shall not be entitled to any refund of any part of any fee and shall remain liable for payment of all fees set forth in this agreement, subject only to the applicable cancellation schedule herein.

**5. Installing, Exhibiting, Dismantling.** Hours and dates for installing, exhibiting and dismantling shall be those specified by Management. All displays must be fully set up by the opening of the Exposition, and all exhibits must be open for business during all Exposition hours. In addition, Exhibitor may not dismantle or pack any portion of its display until the Exposition officially closes. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exposition before conclusion of the dismantling period. When vacated, all exhibit space shall be left in good order.

**6. Contractor Services And Information.** Management shall select and/or approve each contractor to provide support and facilities services. Management assumes no responsibility for failure of performance by, or the conduct of, any contractor or subcontractor or its employees.

**7. Observance Of Laws And Regulations.** Exhibitor shall abide by and observe all laws, rules, regulations, codes and ordinances of any applicable government authority, all rules of the Facility and the jurisdiction in which the Facility is located (now in effect or herein after promulgated).

**8. Attendance; Hours.** Admission policies and Exposition hours shall remain, at all times, the prerogative of Management, and may be revised or amended to suit unforeseen conditions.

**9. Exhibitor Conduct.** Exhibitor, and each of its employees and representatives, shall conduct itself in a manner in accordance to standards of decency and good taste. Exhibits shall be admitted and shall remain from day to day solely on strict compliance with the rules herein laid down and those outlined in Exhibitor Service Manual. Management reserves the right to reject, eject or prohibit any exhibit, in whole or in part, or any exhibitor or its representatives or invitees, with or without given cause. If cause is not given, Management's liability therefor shall not exceed the return of the amount of rental unearned at the time of ejection. If Exhibitor or any portion of its exhibit is ejected for violation of applicable rules or for any other reason, no refund of exhibit fees or payment by Management of other amounts shall be made.

**11. Booth Personnel.** Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. Booth personnel shall wear Exhibitor badge identification at all times while they are in the exhibit area. Badges are non-transferable, and if transferred to or used by any party other than the individual to whom it was issued, may be canceled by Management in its absolute discretion. All other employees of exhibiting companies must register as Show Attendees. Management reserves the right to restrict or limit the number of booth representatives.

**12. Photography.** Exhibitor is prohibited from taking any type of photograph or videotape of the Exposition without Management's consent. Unauthorized use of photography or videotape equipment is subject to confiscation by Management. Exhibitor agrees that Management may take photographs of Exhibitor's booth space, exhibit and exhibit personnel for any promotional use by Management or the Expositions.

**13. Taxes, Licenses.** Exhibitor shall be responsible for obtaining all licenses, permits and approvals under local, state or Federal law applicable to its activity at, and obtaining all tax identification numbers and paying all taxes, license fees and other charges that become due to any governmental authority in connection with, the Exposition.

**14. Cancellation Of Exposition.** If for any reason beyond Management's control (e.g., fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, municipal, state or federal laws, or act of God), the Exposition, or any part thereof, is prevented from being held, or the Facility becomes unavailable, unfit for occupancy or substantially interfered with, Management may cancel the Exposition. In such event, Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue thereof, and Exhibitor waives claims for damage arising therefrom. Upon any such termination, Management may refund to Exhibitor no more than a prorated amount of Exhibitor's total cost of participation paid after deducting all expenses and reasonable compensation to Management. In no case shall the amount of any refund exceed Exhibitor's total cost of participation actually paid.

**15. Postponement of Exposition.** If for any reason Management determines that the location or dates of an Exposition should be changed, no refund will be due to Exhibitor, and Management will assign to Exhibitor, in lieu of the original space, such other space as Management deems appropriate, and Exhibitor agrees to use such space under the terms of this Agreement. Management shall not be financially liable or otherwise obligated in the event that the Exposition is relocated or postponed.

**16. Exhibitor Cancellation.** If Exhibitor desires to cancel this Agreement, Exhibitor may only do so by giving written notice thereof to Management, Attention: Show Manager. In such event, Exhibitor shall be liable for the following cancellation fee: 75% of the total cost of Exhibitor's participation if such cancellation is effective more than 120 days prior to scheduled opening of Exposition; and 100% of the total cost of Exhibitor's participation if such cancellation is effective within 120 days prior to scheduled opening of Exposition. Payment of cancellation fee must be received by Management within 15 days after cancellation. All monies paid by exhibitor are non-refundable upon cancellation or change of reservation (even if monies paid exceed the required amounts as described above). The effective date of any cancellation shall be the date Management actually receives Exhibitor's written notice as specified above. Exhibitor understands this cancellation fee has been incorporated into this Agreement as a valid pre-estimate of damages Management will sustain which will not be capable of precise determination, and is considered to be liquidated and agreed-upon damages suffered as a result of Exhibitor's cancellation, and is not a penalty. Subsequent reassignment of canceled exhibit space shall not affect this cancellation assessment. In addition all decorating expenses Management incurs in decorating canceled exhibit space shall be due and payable to Management from Exhibitor upon demand.

**17. Copyrighted Materials.** Exhibitor shall not violate any copyrights with respect to writings, music or other materials used by it at the Exposition or at any affiliated function, and assumes sole liability and responsibility for the use and display of all copyrighted materials at an Exposition, and shall obtain any and all necessary licenses therefor. Exhibitor shall indemnify, defend and hold harmless Management, any association owner or sponsors, the Facility, and their respective officers, directors, employees, agents and representatives, from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs and expenses, of whatever kind and nature, which any one and/or each of them shall sustain, incur or become subject to, involving, arising from, or relating to, Exhibitor's breach of any of its obligations contained herein or the use of copyrighted materials at the Exposition or any affiliated function.

**18. Limitation of Liability; Indemnity.** Neither Management nor the Facility, nor any of its officers, agents, employees or other representatives, shall be held liable for, and each is hereby released from any damage, loss, harm, or injury to the person or property of Exhibitor or any of its visitors, officers, agents, employees or other representatives, resulting from Exhibitor's participation in the Exposition, licensing and/or use of exhibition space hereunder, or the failure of Management to make available the exhibit space or hold the Exposition, however caused, including that caused by Management's or any Facility's, or its officers', agents', employees' or other representatives' negligence. Exhibitor shall indemnify, defend, and hold harmless Management and the Facility and their respective owners, directors, officers, employees, agents and representatives, from, any and all claims, demands, suits, liability damages, loss, costs, attorneys' fees, and expenses of any kind which might result or arise from its participation in the Exposition, its licensing and/or use of exhibition space hereunder, or any action or failure to act on the part of Exhibitor or its officers, agents, employees, or other representatives. Exhibitor understands that neither Management nor the Facility, nor its affiliates, maintains insurance covering Exhibitor's liability or property, and Exhibitor is advised to obtain, at its sole expense, insurance for its exhibit material and products against loss or damage, and public liability insurance against injury to the person or property of others. Exhibitor shall provide evidence of such insurance to Management and the Facility upon request. It is understood all property of Exhibitor is in its care, custody, and control in transit to, or from, or within the confines of the Facility, and neither Management nor the Facility assumes any responsibility therefor. In no event shall Management be liable to Exhibitor or anyone claiming through Exhibitor for incidental, consequential, special or indirect damages, including lost profits, even if Management has been apprised of the possibility of such loss.

**19. Damage to Facility.** Exhibitor is liable for any damage caused to Facility floors, walls, or columns, or to standard booth equipment, or to other exhibitors' property.

19a. The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damages to displays, equipment and other property brought upon the hotel premises, and shall indemnify, defend, and hold harmless the Hotel, its owners, affiliated companies, agents, servants and employees from any and all such losses, damages and claims.

**20. Amendment, Interpretation.** Management shall have full power in the enforcement and interpretation of all terms, conditions and rules, and the power to make amendments and set further terms, conditions, and rules as it deems necessary and in the best interest of the Exposition. The connectives "and" and "or" shall be construed both conjunctively and disjunctively, the term "including" shall mean including without limitation, and words in the singular include the plural, and words in the plural include the singular.

**21. Agreement To Terms, Conditions And Rules.** Exhibitor agrees to observe and abide by the foregoing terms, conditions and rules, those contained in the Exhibitor Service Manual, and by such additional terms, conditions and rules made by Management from time to time for the efficient and safe operation of the Exposition, all of which constitute a part of this Agreement. The rights of Management under this Agreement shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Management.