

TERMS AND CONDITIONS
2019 ADVANCING IMPROVEMENT IN EDUCATION CONFERENCE
October 3, 2019
San Antonio, Texas

Purpose of Exhibit

The Advancing Improvement in Education Conference provides professional learning for districts and campuses throughout the state of Texas. The Exhibitors are an important aspect of this learning to further the conference mission of connecting leaders to inspire accountability, innovation, and possibility for school improvement through partnerships and research-based best practices. AIE limits the amount of space reserved for exhibits without educational merit.

Sales

Exhibitors are permitted to make sales at their booth space. Obtaining the appropriate licenses/permits as required by law, collecting and remitting sales taxes, and any other legal business requirements are solely the responsibility of the exhibitor. Please furnish a copy of the license/permit prior to the opening of the Exhibit Show.

Assignment of Exhibit Space

Exhibit space will be assigned in the order of registration. Exhibit Management reserves the right to change location assignments when such action is deemed to be in the best interest of the Exhibition. Instances involving relocation of a booth due to unforeseen circumstances, force majeure, or acts of God or war shall be governed by the provision "Cancellation, Postponement, or Relocation of Exhibition" below. Exhibitor agrees that its exhibit shall be admitted into the Exhibition and shall remain from day to day solely on strict compliance with all the rules herein described. Exhibit Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or any Exhibitor with cause, if exhibit is unsuitable to or not consistent with the character of the Exhibition. Exhibit Management's liability for rejection with cause shall be limited to a refund to the Exhibitor of the amount of rental unearned at the time of ejection. However, if an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reason, no return of rental shall be made.

Space Rental and Use

Exhibit booth options are either standard or double. Each standard booth will be equipped with an 8' back drape, 6' draped table, one to two chairs, wastebasket, and identification sign. There is a 2ft space between each booth space. Daily aisle maintenance and general security during non-exhibit hours are included in the cost. **All Exhibitors must confine their activities to the booth or room space.** Exhibitor display will not be allowed to extend beyond booth space.

Subletting of Space

Exhibitor is not permitted to assign, sublet, or apportion the whole or any part of its assigned space or have representatives, equipment, or materials of other manufacturers or dealers where no direct business conditions exist between them.

Exhibit Hours, Installation and Dismantling

The Exhibitor explicitly agrees that in the event it fails to install its products in assigned Exhibit Space or fails to remit payment for required space rental at time specified, Exhibit Management shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper. In addition, the Exhibitor shall not dismantle or otherwise interfere with the orderly conduct and display of the Exhibits until the Exhibit Floor is finally closed to the conference attendees.

Fire and Safety Regulations

Exhibitor shall not pack merchandise in paper, straw, excelsior, or any other readily inflammable material. All cartons stored in the Exhibit Building shall be emptied of contents. Exhibitor shall use no inflammable decoration or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof. If required by local law or ordinances, Exhibitor shall have on hand in its Exhibit Space a notarized affidavit establishing that its display materials have been treated during the last year by an approved chemical. All wiring devices and sockets shall be in good condition and meet the requirements of local law.

Exhibitor Conduct

Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of Exhibit Management is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Exhibitors are prohibited from bringing alcoholic beverages into the convention center. Exhibitor shall not lead attendees from one Exhibit Space to another. Exhibitors or any of their representatives shall not conduct themselves in a manner offensive to standards of decency or good taste.

Film, Sound Devices and Lighting

Equipment will only be permitted if tuned to conversational level and is not objectionable to neighboring Exhibitors. Operating equipment that emits excessive noise must be run intermittently for specific demonstrations only. Exhibit Management reserves the right to restrict the use of glaring lights or objectionable lighting effects.

Contractor Services and Information

Exhibit management will determine Official Contractor designated to perform services for an Exhibitor (such as the rental of furniture, setup of exhibits, electrical work, plumbing, labor, or any other service). No Exhibitor or representative shall contract for such services with companies other than the designated contractor unless permission has been secured in writing in advance from the Exhibit Management. Exhibit Management assumes no responsibility or liability for any of the services performed or materials delivered by the contractors.

Storage

The convention center DOES NOT have a shipping and receiving department. All freight should arrive no earlier than your first contracted move in day. Early deliveries will not be permitted. Should you have any special shipping needs, please contact The UPS Store, our exclusive provider of business office services, at 210-258-8950.

Liability and Insurance

General security will be provided during the hours the exhibit area is closed. However, all property of the Exhibitor remains under its care, custody, and control in transit to and from the convention center, during installation and removal, and while it is within the confines of the convention center. Neither Exhibit Management, Education Service Center Region 13/AIEC, the owners or management of the convention center, nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism, or other causes, and the Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of Exhibit Management,

Education Service Center Region 13/AIEC, the owners or managers of the convention center, or their agents or employees, arising out of Exhibit Management's, the owners or managers of the convention center, or Education Service Center Region 13/AIE's duties and responsibilities under this agreement. Exhibitor understands that Exhibit Management, the convention center, or Education Service Center Region 13/AIEC do not carry business interruption and/or property damage insurance coverage for loss or damage of Exhibitor's property. The Exhibitor agrees to obtain the following insurance during the dates of the Exhibition, including move-in and move-out days, and shall be prepared to furnish a certificate of insurance to Exhibit Management if requested: (a) Commercial general liability insurance coverage including protective and contractual liability for bodily injury and property damage; (b) Employer's liability insurance; (c) Worker's Compensation/Occupational Disease coverage in full compliance with federal and state laws; (d) Comprehensive General Liability Automobile insurance.

Hold Harmless and Indemnification

This agreement shall not constitute nor be considered a partnership, joint venture, or agency relationship between Education Service Center Region 13/AIEC, Exhibit Management, and the convention center. Exhibitor hereby agrees to indemnify, hold harmless, and defend Education Service Center Region 13/AIEC, Exhibit Management and the convention center, and their respective officers, directors, and employees (Indemnities) from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever as they arise (including but not limited to court costs, interest, and attorney's fees) which the Indemnitees may incur, suffer, be part to, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission or breach of these terms, conditions, and rules, or violation of any ordinance or statute by Exhibitor or any of its employees or agents. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees, and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless, and defend the Indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the acts or omission of its agents, employees, or independent contractors whether acting within or without the scope of their authority. Education Service Center Region 13/AIEC and Exhibit Management hereby each agree to indemnify, hold harmless, and defend the Exhibitor and its respective officers, directors, and employees (Indemnities) from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever as they arise (including but not limited to court costs, interest, and attorney's fees) which the Indemnitees may incur, suffer, be part to, or be required to pay, incidental to, or arising directly or indirectly from any intentional or negligent act or omission or breach of these terms, conditions, and rules, or violation of any ordinance or statute by Education Service Center Region 13/AIEC and/or Exhibit Management or any of their employees or agents. Education Service Center Region 13/AIEC and Exhibit Management assume full responsibility and liability for the actions of their agents, employees, and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless, and defend the Indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the acts or omissions of their agents, employees, or independent contractors whether acting within or without the scope of their authority.

Cancellation, Postponement or Relocation of Exhibition

In the event that any unforeseen occurrence, force majeure, or acts of God or war shall render the fulfillment of this agreement impossible by Exhibit Management or Education Service Center Region 13/AIEC, the parties shall mutually amend or terminate the agreement at Exhibit Management's option. In such circumstances, Exhibit Management's sole responsibility to Exhibitor shall be a full refund of all

rental fees paid by Exhibitor. No monies will be returned should the dates or location of the Exhibition be changed by Exhibit Management, but Exhibitor will be assigned space that the Exhibitor agrees to use under these same rules and regulations. Exhibit Management shall not be financially liable in the event the Exhibition is interrupted, canceled, moved, or dates changed except as provided herein.

Exhibitor Cancellation and Payment

Cancellation of any portion of this Application/Agreement by the Exhibitor will be accepted only at the discretion of Exhibit Management and then only based upon the following refunds. Prior to or on September 2, 2019: 50% refund of deposit on cancelled space; on or after September 3, 2019: no refund. Except as the Exhibitor's rental obligation may be reduced as set forth in the preceding sentence, the Exhibitor is responsible for total booth rental irrespective of the reason for the cancellation by the Exhibitor including the failure of an Exhibit to arrive for any reason. Exhibitor agrees to pay full booth rental amount **15 days prior** to the conference. If rental amount is not paid prior to the conference the Exhibit Management has the right to sell your booth space to another Exhibiting organization.

Agreement of Terms, Conditions and Rules

Exhibitor agrees to observe and abide by the foregoing Terms, Conditions and Rules and by such additional Terms, Conditions and Rules made by Exhibit Management from time to time for the efficient or safe operation of the Exhibit, including, but not limited to, those contained in this Contract. In addition to Exhibit Management's right to close an Exhibit and withdraw its acceptance of this Application/Contract, Exhibit Management in its sole judgment may refuse to consider for participation in future Exhibits an Exhibitor who violates or fails to abide by all such Terms, Conditions and Rules. There is no other agreement or warranty between the Exhibitor and Exhibit Management except as set forth in this document. The rights of Exhibit Management and the Exhibitor under this Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of the respective parties. The AIE Team reserves the right to make changes to the Terms and Conditions up until the day of the event. All updates or changes will be posted on the Exhibitor website for review.

Convention Center Food and Beverage Terms, Conditions, and Rules

No outside food or beverage is permitted in the convention center. An exhibitor wishing to provide food or beverage items, must receive prior authorization from the Convention Facilities Director and the Exclusive Caterer, The RK Group at 210-225-4535 or www.thekgroup.com. Licensees and exhibitors may distribute free samples of food, non-alcoholic beverages, refreshments, sundries, etc. that are not the same concession items sold by the facilities' exclusive caterer/concessionaire and which are directly-related to the event. The facilities reserve the right to regulate the size and type of samples. Contact your Events Services Coordinator and read the Convention Center's [Henry B. Gonzalez Exhibitor Sample Food Promotions Requests](#) for more information.