

# National ESEA Conference Exhibitor Terms and Conditions

*All exhibiting companies are bound by the following terms and conditions; please review them carefully.*

## **CONFERENCE CONDUCT**

The National ESEA Conference is dedicated to providing an inclusive experience for all participants, regardless of race, religion, gender, gender identity and expression, sexual orientation, ability, physical appearance, age or other marginalized affiliation. While at the conference, all participants are expected to behave with common courtesy and civility; conduct themselves in a businesslike, ethical and appropriate manner; and avoid engaging in or facilitating any discriminatory or harassing behavior.

## **EXHIBIT SPACE ASSIGNMENT**

Exhibiting companies select their own exhibit spaces on a first-come, first-served basis. Early selection is offered to prior year exhibitors who complied with all terms and conditions, including observance of approved tear down times. Exhibit space selection is available to all other companies 30 days later. Show Management reserves the right and sole discretion to alter the exhibit hall floor plan at any time in the best interest of the Conference.

## **ELIGIBILITY**

Show Management reserves the right to determine the eligibility of any product or company for inclusion in the Exhibit Hall, and may restrict exhibits because of noise, method of operation, materials, or for other reasons. Objectionable persons, items, conduct, printed matter or anything of a nature that Show Management determines detracts from the overall Conference character will be evicted. Exhibitors so restricted will not receive any refunds or reimbursement. Non-exhibiting companies or individuals are not permitted to advertise or solicit business within any Conference related areas or in conjunction with the Conference.

## **SUBLETTING**

No exhibitor shall share, sublet, or assign any portion of the exhibit booth or allotted space to any other person or company. Exhibitors must show only the products and services ordinarily offered for sale by them in the regular course of business.

## **PAYMENT**

All exhibit and sponsorship purchases require full payment to be confirmed. After June 1, 2020, items may be held for a maximum of one 10-day period pending payment; items not paid within the 10-day period will expire and are not eligible for subsequent holds. Items selected on or after January 1, 2021 must be paid in full at the time of selection and are not eligible for a reservation period.

## **CANCELLATION**

Conference participation may only be cancelled by submitting an online Exhibitor Cancellation Form. Telephone cancellations are not accepted.

## **REFUNDS**

All purchases include a 7- day "buyer's remorse" clause, providing a full refund for any item cancelled within seven calendar days of payment. All exhibitor items, including booths, advertising, and sponsorships are non-refundable and non-transferable outside of the 7-day period.

## **EXHIBITOR HOTEL RESERVATIONS**

Exhibitor hotel payments are subject to the same cancellation and refund policies as those applying to all attendees. A reduction in the number of nights of a hotel stay is a cancellation of the eliminated night(s) and all refund policies apply. A sliding scale refund is provided based on the date the online cancellation form is submitted, as follows:

- 100% if cancelled within 7 calendar days of payment
- 90% if cancelled May - September
- 75% if cancelled in October
- 50% if cancelled in November
- No refund in December - February

## **EXHIBITION SERVICES**

Approved exclusive contractors are listed in the Exhibitor Kit with contact information and order forms. Authorized service providers must be contacted directly; Show Management does not control their pricing, services, or policies.

## **EXHIBITOR STAFF REGISTRATIONS**

Five complimentary exhibitor name badges are provided for each 10x10 exhibit booth. A business card showing

employment with an exhibiting company may be required when picking up a name badge onsite to prevent unauthorized access. Complimentary exhibitor badges provide access to the Exhibit Hall and all Conference sessions and may be shared among company staff members by checking the badge in and out with Show Management for each such change. Name badges are required for access into any session. Additional badges are not available.

#### **EXHIBIT HALL MOVE IN**

Move in operations may only occur during the established move in schedule on Monday, February 8, 2021 from 12:00 PM to 5:00 PM. Exhibiting companies not occupying designated space or not moving into the booth space during the designated move-in hours may have their participation cancelled by Show Management, and such space may be reassigned for the overall benefit of the Conference without refund to the original exhibiting company.

#### **EXHIBIT HALL MOVE OUT**

Any removal, tear down, or packing of items prior to the scheduled move out time on Wednesday, February 10, 2021 from 3:30 PM to 7:30 PM will jeopardize the exhibitor's participation in future events. No goods may be removed from the building until all bills incurred by the Exhibitor are paid in full.

#### **DISPLAYS, SIGNS, BANNERS**

Signs, banners, and other display items cannot be hung across the aisles. Additionally, booth signage and furnishings may not exceed the height of the exhibit booth walls. Signs and banners may be rigged overhead only if an entire booth island has been purchased and prior written permission has been granted by Show Management.

#### **NON INTERFERENCE**

No exhibitor may erect walls, partitions, signage, decorations or any other obstruction that in any way interferes with the view line of any other exhibit booth. All sound used within an exhibit booth must remain at such a level to avoid interfering with neighboring exhibitors. All staff and exhibit activities must remain within the confines of the purchased exhibit booth(s). Blocking aisles or access to other booths is not permitted. Complaints about any interfering behavior will be addressed directly by Show Management and may be considered cause for termination of exhibitor participation.

#### **EMPTY CRATES AND BOXES**

To comply with fire marshal regulations, exhibitors may not store empty containers, crates, or boxes in the booth, under or within booth furniture, or behind booth draping. The official exhibition service provider will collect and store these items for later use.

#### **ASSOCIATED EXHIBITOR EVENTS**

All activities scheduled outside the purchased exhibit area, including meetings, special events, sales presentations, social hours, and/or receptions planned for any Conference attendees must occur outside of Conference hours and must be approved in advance by Show Management. Any such activities not approved and/or conflicting with the Conference schedule, as determined by Show Management, will be in direct violation of these Terms and Conditions.

#### **FACILITIES**

Exhibiting companies must comply with all rules and regulations prescribed by the Hynes Convention Center, meet the requirements of all local authorities, and obtain, at their own expense, any necessary permits, licenses, or equipment, should any be required for individual displays or the particular exhibit of the Exhibitor. The Exhibit Hall is limited to adults only.

#### **CERTIFICATE OF INSURANCE**

Each exhibiting company agrees to keep and maintain in force for the dates of the exhibition (February 8-11, 2021), insurance in the following amounts: a commercial general liability policy with a minimum combined single limit for personal injury and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. A certificate of insurance confirming such coverage, and including all three required additional insureds (as shown below); must be uploaded to the exhibiting company's online conference record no later than January 3, 2021. No exhibitor will be permitted to set up a booth or access the Exhibit Hall floor if the required insurance documentation has not been supplied.

1. National Association of ESEA State Program Administrators  
532 N. Franklin Street  
Fort Bragg, CA 95437  
(must include address)

2. Franklin Street Management  
532 N. Franklin Street  
Fort Bragg, CA 95437  
(must include address)

3. John B. Hynes Veterans Memorial Convention Center  
900 Boylston Street

Boston, MA 02115  
(must include address)

**INDEMNIFICATION**

Each Exhibiting Company agrees to: (1) indemnify, defend and hold harmless Franklin Street Management (Show Management), the John B. Hynes Veterans Memorial Convention Center (Venue), and the National Association of ESEA State Program Administrators (Host), and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises, and (2) that it understands that neither Show Management, the Venue nor the Host maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

**VIOLATIONS**

Any company that fails to abide by these terms and conditions may be dismissed from Conference participation and may jeopardize the exhibiting company's participation in future events. Show Management has the right to enforce all terms and conditions at Exhibitor's expense. If Exhibitor defaults in the performance of any terms or conditions (inclusive of payment of fees, maintenance of insurance, and compliance with any and all rules and requirements) Show Management, at its option, may immediately terminate exhibitor participation without refund or reimbursement. Upon such termination, Exhibitor's rights and privileges for this event shall terminate, and Show Management shall have the right to take possession of the space occupied by the Exhibitor and to remove all persons and goods, without any liability.

**TERMS AND CONDITIONS AMENDMENTS**

Any additional details not specifically covered by the terms and conditions contained herein shall be subject to the discretionary decision of Show Management. Any such changes, amendments, or additions shall be binding equally with the other terms and conditions contained herein.