

# 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. During 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 stayed until the official tear-down time. 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 with or without cause if Show Management determines the restriction is in the best interest of the Conference. 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

Show Management strictly prohibits the sharing or “co-opting” of exhibit space unless companies share the same parent company, or one company is the subsidiary of the other. A request must be submitted to Show Management for approval prior to Conference and proof of affiliation is required. Exhibitors shall not assign, sublet, or share any space allocated to them, nor advertise or display goods other than those manufactured or sold by them in the regular course of their business. Space assigned to the Exhibitor is for their exclusive use.

## PAYMENT

All exhibit and sponsorship purchases require full payment to be confirmed. 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 6, 2023 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. Sponsorships are only available to current Exhibitors. Should an Exhibitor, who is also a sponsor, cancel its exhibit space, its sponsorship will likewise be canceled.

## 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 STAFF REGISTRATIONS

Complimentary exhibitor staff registrations are provided for each exhibit space purchased. Credentials to verify employment with an exhibiting company may be required when picking up a name badge onsite to prevent unauthorized access. Complimentary exhibitor registrations provide access to the Exhibit Hall and all Conference Sessions. Name badges are required for access to any session. Exhibitor staff registrations are non-transferable to individuals not directly affiliated with the exhibiting company. Complimentary exhibitor badges may be shared among company staff members by checking the badge in and out with Show Management for each such change.

## EXHIBIT HALL MOVE IN

Move in operations may only occur during the established move in schedule on Wednesday, February 1, 2023 from 11:00 AM to 5:00 PM and Thursday, February 2, from 7:00 AM to 10:00 AM. 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.

# TERMS AND CONDITIONS (continued)

## EXHIBIT HALL MOVE OUT

Any removal, tear down, or packing of items prior to the scheduled move out time on Friday, February 3, 2023 at 3:00 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.

## OPERATION AND CONDUCT

Exhibitors shall not photograph or record video of another exhibit or product of another exhibitor unless such photography or videography is approved in writing by the other Exhibitor or Show Management. Exhibitors may not harass or antagonize another party or attendee, nor interfere with the activities of other Exhibitors. No area of the Conference venue shall be used for any improper, immoral, illegal or objectionable purpose. Show Management reserves the right to limit any or all exhibitor abilities and if necessary, eject any person, persons, or companies whose conduct Show Management determines to be objectionable. Complaints about any interfering behavior will be addressed directly by Show Management and may be considered cause for termination of exhibitor participation. The Exhibit Hall is limited to adults only.

## HEALTH AND SAFETY

Exhibitors acknowledge that in-person participation at an event is completely voluntary. In exchange for being given the opportunity to exhibit at this event in-person, exhibitors hereby waive any and all claims or causes of action against the National Association of ESEA State Program Administrators ("the Association"), Show Management, its contractors, or staff for any exposure to COVID-19 or for contracting COVID-19, a related illness, or other harm that may result from exhibitors' in-person participation in this event. Exhibitors further agree to comply with the COVID-19 Conference Protocols published and made available to participants by the Association and any safety guidelines or protocols posted or communicated onsite by the Association, Show Management, the host venue, or any governmental authority.

## 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, 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, the 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 (continued)

## RELEASE OF LIABILITY

Neither the Association of ESEA State Program Administrators, nor any of the officers, employees, agents, contractors and affiliates of such entities, nor the owners, management company, employees or representatives of the hosting platform will be responsible for any injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees or property, prior, during or subsequent to the period covered by the exhibit. The Exhibitor expressly releases the foregoing persons and entities from, and agrees to indemnify the same against any and all claims for such loss, damage or injury arising from the negligent or willful acts or omission of the Exhibitor and its employees, agents, contractors, and invitees.

## 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.

## VIRTUAL EVENT CONVERSION IF NECESSARY

In-person interaction is an almost irreplaceable component of the Exhibiting experience, and as such Show Management prioritizes maintaining opportunities for direct engagement at the Conference in Indianapolis. However, should public health guidance make such interaction unfeasible or unsafe, adjustment or elimination of in-person exhibits may become necessary. The health and safety of attendees, presenters, exhibitors and staff is our highest priority, and Show Management reserves the right and sole discretion to switch to an entirely virtual event and, if necessary, change the online platform at any time in the best interest of the Conference. By purchasing a physical exhibit space, Exhibitors agree that, should Show Management determine that circumstances require a shift to an entirely virtual Exhibit Hall, their exhibit space will be automatically converted to a virtual exhibit space of equal or greater value (as determined by Show Management). In such a case, the standard refund policy will remain unchanged, and no refunds will be provided outside the 7-day buyer's remorse period. In such a case, every effort will be made to refund hotel reservation purchases that no longer apply.

## CANCELLATION OF EVENT

In the unlikely event that the Conference is cancelled entirely (rather than being converted to a virtual event), Show Management will refund any booth or sponsorship purchases in full, and this refund (if any) shall be the full extent of Show Management's liability arising out of such cancellation. If you have not made any payments in relation to the Conference, then Show Management shall have no liability to you arising out of such cancellation.