



## NEW ENGLAND ASSOCIATION OF SCHOOLS AND COLLEGES

### NEASC Annual Conference and Showcase Exhibitor/Sponsor Rules & Regulations

#### ELIGIBILITY

NEASC invites exhibitors that provide products and services specifically designed for or customarily used in schools, colleges and universities for administration or teaching. NEASC reserves the right to exercise its sole discretion in granting, refusing, and continuing this agreement.

#### RULES, REGULATIONS, AND THE AGREEMENT

Exhibitor/Sponsor Rules & Regulations are to be construed as a part of the agreement between NEASC and the exhibitor or sponsor. NEASC reserves the right to interpret all matters and questions not addressed in these Exhibitor/Sponsor Rules & Regulations. Exhibitor or sponsor agrees that NEASC shall have the right to make such rules and regulations or changes in arrangements as it deems necessary, and to amend the same from time to time. All amendments shall be equally binding on all parties affected by the changes. In the event of any amendments or additions to the Exhibitor/Sponsor Rules & Regulations, NEASC shall give written notice by postal mail or by email to those exhibitors or sponsors affected by the changes. NEASC shall have the final determination and enforcement of all rules, regulations, and conditions. NEASC reserves the right to terminate the application of any exhibitor for failure to meet the terms of this agreement or for other reasonable cause.

#### RELOCATION OF EXHIBIT

NEASC reserves the right to alter the official floor plan and to reassign or rearrange all or any part of the space for the purpose of consolidation or for any other reason. The judgment of NEASC in this matter is final. The total square footage occupied by the exhibitor pursuant to this agreement shall not be reduced/increased substantially without the consent of the exhibitor.

#### Booth Specifications and Limitations

Custom designed booths are subject to the discretion and advance approval of NEASC. All exhibits and floor covering unique to each booth must be confined to the spatial limits of the booths. No portion of the booth or its related parts, contents, or signage may be suspended from the ceiling or walls of the exhibit facility without the express consent of the facility's management and NEASC.

#### EXHIBIT HOURS

Exhibitors must install/dismantle their exhibits within the scheduled time period. All exhibits must be fully operational by the scheduled exhibit start time. Should any exhibit space remain unoccupied at the scheduled exhibit start time, NEASC reserves the right to provide such space to any other applicant or to eliminate such space, and no refund shall be made to the original exhibitor. Exhibitor must, at his or her own expense, maintain and keep in good order the assigned exhibit space, and remove from the premises all of exhibitors' property and materials at the conclusion of the event, and surrender the space to NEASC by the scheduled exhibit end time in the same condition it was at the time of initial occupancy. Exhibitors must dismantle the contents of their exhibit by the time determined by NEASC



## NEW ENGLAND ASSOCIATION OF SCHOOLS AND COLLEGES

### NEASC Annual Conference and Showcase Exhibitor/Sponsor Rules & Regulations

after the end of the program. Please note that NEASC reserves the right to alter conference hours at its sole discretion.

#### PERMISSIBLE CONFERENCE ACTIVITY

Exhibitors, sponsors, or their agents may not allow any articles to be brought into the facility or allow any act done on the premises which will invalidate the insurance or increase the premium on the policies held by the management of the facility, nor permit anything to be done by their employees through which act the premises, property, or equipment of other exhibitors will be damaged. No signs or articles may be affixed, nailed, screwed, pinned, or otherwise attached to walls, doors, etc. of the exhibit facility. The use of propane, butane, or other combustible bottled gas is strictly prohibited. Any background music, presentation audio, and other similar sound effects must be confined to the rented space. Loud mechanical, recorded, or human noises will not be permitted. An exhibitor's intent to use audio-visual material must be disclosed to NEASC before the scheduled exhibit time and NEASC reserves the right to disallow audio-visual presentations if it is determined that their use may disturb the activities in adjacent booths. The use of food and beverage promotion by an exhibitor must be approved in advance by NEASC.

#### PROMOTIONAL ACTIVITY

The exhibitor may advertise, market, or display goods or services that are manufactured, distributed, or sold by the exhibitor or by its subsidiaries. Any and all tax liabilities generated through sales promotion are the sole responsibility of the exhibitor. Promotional activity is limited to the confines of the space assigned by the NEASC. Circulars or other materials may be distributed only from the exhibitor's assigned space. Doing otherwise is a violation of this agreement and may result in expulsion from the event and exclusion from all future NEASC events. These materials must refer only to the products or services manufactured, distributed, or sold by exhibitor and may not be those of any other manufacturer, distributor, or consultant.

Exhibitors also may distribute single items to the meeting attendees with no expressed or implied endorsement by NEASC of the product, service, or item, and with no expressed or implied warranty by NEASC. NEASC reserves the right to discontinue distribution of materials that it deems as not contributing to the educational nature of the conference or that may be hazardous or offensive to conference attendees. All sponsorship activities will be approved and conducted through and by NEASC. All final program advertisements are subject to approval by NEASC before printing.

#### HOSPITALITY RECEPTIONS

Exhibitors may not schedule events, such as breakfasts, luncheons, dinners, or hospitality receptions during official NEASC program hours. Events held outside program hours must be approved in writing by NEASC.



## NEW ENGLAND ASSOCIATION OF SCHOOLS AND COLLEGES

### NEASC Annual Conference and Showcase Exhibitor/Sponsor Rules & Regulations

#### INDIVIDUAL DRAWINGS AND PROMOTIONS

Exhibitors seeking to conduct a drawing, contest, or prize giveaway will be permitted to do so only after NEASC has given written approval. No gambling activities will be permitted.

#### ADMITTANCE TO EXHIBIT AREA

NEASC reserves the right to refuse admittance to and to eject from the exhibit area (and other conference-related areas of the facility) any person or persons engaged in objectionable behavior, including the exhibitor's officers, directors, employees, or agents. Exhibitor hereby waives any right and all claim for damages as a result thereof against NEASC, its officers, trustees, members, agents, and employees.

#### INDEPENDENT CONTRACTORS

Any independent contractor fulfilling any part of the exhibitor's obligations and responsibilities under this agreement is deemed an agent of the exhibitor and is bound by all the terms of these Exhibitor/Sponsor Rules & Regulations, and exhibitor is responsible for obtaining, in advance, the signed consent of such agent to these terms. Exhibitors must notify NEASC of these arrangements 30 days before the start of the scheduled event.

#### COMPLIANCE WITH LAWS

All materials, installations, and operations of the exhibitor must comply with: the requirements of all governmental authorities having jurisdiction; all applicable laws, ordinances, and regulations; and the requirements of the facility with which NEASC has a contract for this event.

#### ADA REGULATIONS

All exhibits must be accessible in compliance with the Americans with Disabilities Act (ADA) and local regulations.

#### SECURITY

Security of exhibitor material remains the sole responsibility of the exhibitor. During non-exhibit hours, such as during the evenings, the normal security arrangements of the facility will be in effect, and exhibitors must take this into consideration. Exhibitor agrees that NEASC will not be liable for damage or loss of exhibitor's property.

#### INSURANCE

Exhibitors shall carry \$1 million in commercial general liability insurance to cover exhibit materials against damage and loss, and \$500,000 in employers liability insurance. Proof of liability insurance (e.g., certificate of liability insurance listing NEASC as additionally insured) is required with registration.



## NEW ENGLAND ASSOCIATION OF SCHOOLS AND COLLEGES

### NEASC Annual Conference and Showcase Exhibitor/Sponsor Rules & Regulations

NEASC shall not be obligated to carry any insurance for the benefit of exhibitor. If proof of insurance is not received as indicated above NEASC reserves the right to terminate the agreement and to prohibit exhibitor from participating in the meeting.

#### LIMITATION OF LIABILITY

Exhibitor agrees to indemnify, defend, and hold harmless NEASC, its employees, agents, officers, directors, and subsidiaries and affiliates, from any and all losses, damages, and claims arising out of the exhibitor's activities on the hotel's premises. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from any accident or bodily injury or other occurrences to any person or persons, which arise out of the exhibitor's activities on the hotel's premises. NEASC will not be responsible or liable for any loss, damages or claims arising out of the exhibitor's activities on the hotel's premises except for any loss, damages, or claims arising directly from NEASC's own negligence.

#### HOLD HARMLESS

Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of the exhibitor's activities on the hotel's premises, and will indemnify, defend, and hold harmless the hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims. The hotel will not be responsible or liable for any loss, damages or claims arising out of the exhibitor's activities on the hotel's premises except for any loss, damage, or claim arising directly from the hotel's own negligence.

#### CANCELLATIONS/WITHDRAWALS

Cancellations made on or before end of business on November 1, 2019 will receive a 50% refund of the total exhibit/sponsorship cost.

Cancellations received after EOB November 1, 2019 will not receive a refund.

#### TERMINATION OF EXHIBITION

If NEASC determines that the premises where the exhibit area or the main conference activities are to be held have become unfit for occupancy, or if the premises were materially interfered with by reason of strike, embargo, injunction, act of war, terrorism, act of God, any other emergency, or any act or event not the fault of NEASC, NEASC may terminate this agreement without liability. In the event of such termination, the exhibitor or sponsor waives any and all damages and agrees that NEASC may, after deducting all costs and expenses, refund exhibitor, sponsor, and/or advertiser a portion of all monies paid to NEASC.