



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 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 virtual 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.

Booth Specifications and Limitations

Custom designed booths are subject to the discretion and advance approval of NEASC.

EXHIBIT HOURS

All exhibits must be fully operational by the scheduled exhibit start time. Please note that NEASC reserves the right to alter conference hours at its sole discretion.

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. 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.



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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/MEETINGS DURING CONFERENCE

Exhibitors may not schedule events, such as zoom meetings or receptions during official NEASC program hours.

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.

PERMISSIBLE CONFERENCE ACTIVITY

NEASC reserves the right to refuse admittance to and to eject from the Expo (and other conference-related areas) 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.

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.



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Please provide any cyber liability, as well. 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. 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, and will indemnify, defend, and hold harmless NEASC, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims. NEASC will not be responsible or liable for any loss, damages or claims arising out of the exhibitor's activities.

CANCELLATIONS/WITHDRAWALS

Cancellations received after EOB November 13, 2020 will not receive a refund.

TERMINATION OF EXHIBITION

If NEASC determines that if for any reason of strike, embargo, injunction, act of war, terrorism, act of God, any other emergency, or any act or event will not be the fault of NEASC and 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.