

# EDUCAUSE Terms and Conditions for Corporate Participation

The following Terms and Conditions govern this contract ("Contract") between EDUCAUSE and the Exhibitor.

**1. Acceptance.** Acceptance of this Contract by EDUCAUSE is effective when: 1) a copy of this Contract is signed by an authorized representative of your organization; 2) your organization has secured its exhibit space with a credit card (see Section 6 below); and 3) this Contract is accepted by EDUCAUSE. EDUCAUSE reserves the absolute right to decline or reject any proposed Exhibitor whose products or services do not conform to EDUCAUSE's published criteria.

**2. Exhibition Location, Dates, and Times.** EDUCAUSE 2005 will be located at the Orange County Convention Center in Orlando, Florida. The dates of the Exhibition are October 18-21. Setup and teardown will be on each side of those dates. Exact dates and times are to be determined. While EDUCAUSE will use reasonable efforts to maintain the location, dates, times, and floorplans of EDUCAUSE 2005, EDUCAUSE reserves the right to change any of these at any time and for any reason whatsoever without liability.

**3. Move-In/Move-Out.** All Exhibitors and/or their outside contractors must check in by Tuesday, October 18, and complete construction of their booth displays three hours prior to opening. If Exhibitor fails to check in as required herein, its booth space will be forfeited and available for resale, and booth fees paid will not be refunded. If Exhibitor is unable to complete construction as required herein, EDUCAUSE may require dismantling. The exhibition area will be closed to all exhibiting personnel two hours prior to opening so it can be cleaned and prepared before opening. Dismantling of all booth displays must be completed by 2:00 p.m. on Friday, October 21.

**4. Unclaimed Property.** Any property remaining in the exhibition hall or convention center after 2:00 p.m. Friday, October 21, may be removed by EDUCAUSE or the Official Exhibition Contractor. Exhibitor shall be responsible for all costs to remove and store such property. If such property is not claimed within five (5) calendar days of removal, EDUCAUSE will have the right to sell such property in any manner and apply the sales proceeds to costs incurred in removing and storing the property. Neither EDUCAUSE nor the Official Exhibition Contractor shall be liable for any casualty, theft, damage, or other loss that may occur to such property during removal, storage, sale, or otherwise.

**5. Staffing of Exhibitions.** Exhibition booths must be staffed at all times during show hours, and no Exhibitor will be permitted to pack, remove, or otherwise dismantle its booth prior to the close of the show. EDUCAUSE reserves the right to exclude any Exhibitors who breach this provision from participation in future EDUCAUSE exhibitions.

**6. Booth Space Prices; Payment.** Booth space price per 10'x10' space is \$3,050 for EDUCAUSE members and \$5,000 for nonmembers. Space must be secured by credit card. Payment is due within 45 days of receipt of Contract or credit card will be charged for the full payment due, if signed up on site at EDUCAUSE 2004. Payment for all other orders must be paid by credit card upon sign up.

**7. Booth Space Furnishings and Restrictions.** The basic booth space is a uniform style exhibition booth 10' deep and 10' wide, with an 8' high back wall and 3' high side walls, carpeted aisles in the exhibit hall, and 7"x44" company I.D. sign (unless otherwise noted in floor plan). Included with this is four complimentary Exhibitor badges (per 10'x10' booth) if space is purchased and registration is received two weeks prior to conference dates. It is the responsibility of the Exhibitor to carpet its booth space and pay for any necessary masking drape. Exhibition displays must not project so as to obstruct the view of the adjacent booths. All Exhibitors should follow the IAEM guidelines for booth setup as specified in the exhibitor kit.

**8. Exhibitor Badges/Registration.** All representatives of Exhibitor must be registered with EDUCAUSE and wear Exhibitor badges at all times during the exhibition. Exhibitor badges are available at the registration area.

Badges must be requested two weeks prior to conference dates to receive four Exhibitor badges per 10'x10' booth purchased. Exhibitor registration includes entrance into the exhibit hall and refreshment breaks. All on-site badges are \$25. Exhibitor will also be assessed a service fee for name changes, replacement of lost badges, or other Exhibitor badge-related services. Any exhibit personnel who wish to attend any portion of the EDUCAUSE 2005 conference are required to pay the appropriate conference registration fee.

**9. Exhibitor Attendance During Nonshow Hours.** Exhibitor representatives will not be permitted to enter the exhibition earlier than 60 minutes prior to the scheduled opening time for each show day. Exhibitors requiring additional time must make arrangements for earlier admittance at the Exhibitor registration desk on the previous day. Special passes will be available at no charge for setup and teardown personnel; these passes are not valid during show hours.

**10. Booth Assignment.** Corporate participation, including exhibit booth assignments for EDUCAUSE 2005, is based on a priority system. EDUCAUSE corporate members' participation is tracked to recognize sustained support of EDUCAUSE through membership, conference participation, and sponsorships. Membership dues must be up to date in order to receive space in priority point order. Because EDUCAUSE corporate members support EDUCAUSE through their membership dues, they are provided first choice of conference participation activities and exclusive sponsorship opportunities for certain events. In addition, corporate members receive a significant discount on fees for EDUCAUSE 2005. EDUCAUSE reserves the absolute right to decline participation or to assign or change any booth assignment for any Exhibitor whose products or services do not conform to EDUCAUSE's published criteria or who have failed to comply with these terms and conditions in previous EDUCAUSE exhibitions.

**11. Official Expo Contractor; Exhibitor Services.** The Official Exhibition Contractor is Freeman Decorating. Exhibitor-related services are available to all Exhibitors from the convention decorator, such as booth carpeting, display rental, decoration, furniture rental, signs, cleaning, electrical and telephone wiring, audiovisual service, and labor. An exhibitor's kit will be provided before the exhibition with complete details and deadline dates for such services.

**12. Shipping Instructions.** Information on shipping methods and rates will be provided to all Exhibitors in the exhibitor kit. All property shipped shall be at the sole risk and expense of Exhibitor. The Official Exhibition Contractor will provide storage for incoming freight; delivery to booth; removal, storage, and return of empty crates; and removal and shipment of outbound freight. All charges are based on inbound weights and must be prepaid. The address on all shipments shall include the Exhibitor's name and booth number(s).

**13. Promotional Materials and Marketing Activities.** Exhibitor agrees that the use and distribution of promotional materials at or around the convention center, in exhibit areas, or in hotel areas immediately prior to and during EDUCAUSE 2005 including, but not limited to, flyers, circulars, and souvenirs, is subject to approval by EDUCAUSE and must be distributed within the limits of the Exhibitor's booth space, except for promotional materials approved by EDUCAUSE for inclusion in Exhibitor advance mailings. No electronic distribution is allowed at any time. Furthermore, Exhibitor agrees that all marketing activities during the exhibition including, but not limited to, live demonstrations and the use of costumed representatives are subject to approval by EDUCAUSE and must be confined to the limits of the Exhibitor's booth space. Door drops at conference hotels must be approved by EDUCAUSE and are limited to EDUCAUSE Platinum and Gold partners, unless otherwise specified by show management.

**14. Ancillary Meetings and Activities.** EDUCAUSE prohibits Exhibitors to plan ancillary meetings or events that conflict in any way with the EDUCAUSE conference program. This includes all EDUCAUSE conference sessions and special events.

**15. Endorsement by EDUCAUSE.** Unless expressly indicated otherwise, EDUCAUSE does not endorse or assume responsibility for any Exhibitor and its products and services. Mere participation in the exhibition does not imply such endorsement. As such, Exhibitor understands and agrees that they may not advertise or otherwise represent that EDUCAUSE endorses its products and services unless such endorsement does in fact exist. An endorsement by EDUCAUSE will exist only if there is writing explicitly indicating endorsement, signed by both parties.

**16. Right to Eject Exhibitors.** Exhibitor understands and agrees that its attendance and participation at the exhibition must comply with all provisions of this Contract. If EDUCAUSE determines Exhibitor is in breach of this Contract, EDUCAUSE may terminate this Contract and eject Exhibitor from the show floor without a refund or liability to EDUCAUSE. In the event Exhibitor is ejected from the show floor, EDUCAUSE may resell Exhibitor's booth space and retain all fees received from them. Exhibitor understands that a condition of exhibiting in EDUCAUSE's exhibition is adhering to proper Exhibitor conduct at all times while participating in the EDUCAUSE show. Proper conduct includes, but is not limited to, Exhibitor personnel staying within the confines of the designated booth space and not walking the aisles or exhibit floor, occupying another Exhibitor's booth, or distributing materials outside the designated booth area. Such activity will be deemed improper conduct and will be grounds for the Exhibitor being removed from the exhibit floor for a day or permanently, at EDUCAUSE's sole discretion.

**17. Audio, Visual, and Sound Effects.** Exhibitors with audible sound or devices being used which EDUCAUSE deems objectionable to other Exhibitors will be required to be discontinued. EDUCAUSE reserves the right to restrict the use of glaring lights or objectionable lighting effects. No unauthorized cameras or videotaping are allowed in the exhibit area. All personnel using photography equipment must be approved and accompanied by an EDUCAUSE representative.

**18. Performance of Music; Intellectual Property.** Performance of music at the exhibition, whether recorded, live broadcast, or otherwise that EDUCAUSE deems objectionable to other Exhibitors will be required to be discontinued. Exhibitor understands and agrees that Exhibitor is responsible for all costs and licenses to perform such music. Exhibitor shall also be responsible for all costs and licenses to use any other licensed, patented, or copyrighted materials at the exhibition. Exhibitor agrees to indemnify, hold harmless, and defend EDUCAUSE, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, governmental fines or penalties, and costs or expenses (including court costs, interests, and attorney fees) of any kind whatsoever arising from Exhibitor's breach of this provision.

**19. Sales.** EDUCAUSE 2005 is a forum for the exchange of information on all aspects of managing information resources in higher education. Company participation is intended to support this objective. Any activity that might lead to profit or political advantage for any single organization is discouraged. Because of this ruling by the IRS regarding trade show income for associations, companies participating in EDUCAUSE 2005 must not take orders for products or services during EDUCAUSE 2005 conference activities.

**20. Decorations.** EDUCAUSE reserves the right to approve and determine final placement, arrangement, and appearance of all exhibition decorations. EDUCAUSE is not responsible for any costs incurred by Exhibitor that may result from compliance with EDUCAUSE directives under this provision.

**21. Food.** Unless permission is received from EDUCAUSE and the convention center's exclusive catering service, Exhibitors may not bring food into the exhibit hall area or the convention center.

**22. Contractor and Labor Coordination.** The Official Exhibition Contractor shall have control of all inbound and outbound freight to prevent congestion in the loading and unloading area, in the aisles, and in any freight traffic area. It is highly recommended that for setup and dismantling, the labor services of the Official Exhibition Contractor be used. If an outside contractor is used, the following steps must be taken:

**A.** Notification to EDUCAUSE and the Official Exhibition Contractor, with proof of adequate liability insurance at least 30 days prior to show setup, is required. Booth number, name of Exhibitor, and identification of the outside contractor must be included. Adequate liability insurance is defined by the terms in Section 27.

**B.** Check-in by all labor with the Official Exhibition Contractor is required prior to start of setup. No setup may occur without authorization of the Official Exhibition Contractor.

**C.** To conform with union contract rules and regulations, it may be necessary that all Exhibitors use qualified union personnel for installation and dismantling of exhibitions and for material handling at the exhibition. Any Exhibitor using an Exhibitor Appointed Contractor (EAC) agrees to notify EDUCAUSE and the Official Exhibition Contractor of such appointment and agrees to indemnify, defend, and hold harmless Official Exhibition Contractor, EDUCAUSE, the convention center, and their respective officers, directors, staffs, employees, and agents and all official contractors from any and all liability or losses for any act, complaint, damage, or loss to any other Exhibitor, the exhibit facility, the property of any contractor, or any consequential damages arising out of any such act or loss from the time the independent EAC first arrives at the facility until the final move-out is complete. The Exhibitor further agrees that show management may prohibit the EAC from working in the facility if it does not fully comply with all rules and regulations set forth for at this event. Any Exhibitor using an EAC agrees to advise its EAC of all rules and regulations. Exhibitor shall also ensure that its EAC meets the requirements outlined in Section 28 of this Contract.

**23. Exhibitor Property.** Neither EDUCAUSE, the Conference Facility, nor the Official Exhibition Contractor shall be liable for loss or damage to any Exhibitor property and/or the property of Exhibitor's subcontractor(s) in storage, in transit to or from the exhibition building, or while in the convention center building or premises. All property of the Exhibitor and/or of its subcontractor(s) shall be deemed to remain under the Exhibitor's custody and control in storage, in transit to or from, and within the confines of the exhibition hall even though it may at times be under the temporary control or direction of EDUCAUSE or the Official Exhibition Contractor.

**24. Damage to Exhibit Hall/Conference Facility.** Exhibitor shall be responsible for all damage to the conference facility that is caused from Exhibitor's booth display or the acts and omissions of its representatives, agents, or contractors and will immediately reimburse EDUCAUSE for costs incurred as a result of such damage.

**25. Security.** EDUCAUSE may, at its sole discretion, choose to provide security for the exhibits. Such security is provided solely for the purpose of preventing unauthorized access into the exhibition area, but in no event should be relied on as security for Exhibitor's property. As such, Exhibitor understands and agrees that EDUCAUSE is not liable for the acts or omissions of any security service and its employees which is alleged to be the cause of theft, damage, or other loss to Exhibitor's property.

**26. Cancellation by Exhibitor; Liquidated Damages.** While Exhibitor may cancel this Contract at any time, Exhibitor understands and agrees that EDUCAUSE will incur damages from the Exhibitor's cancellation. Due to the difficulty of determining such damages, Exhibitor agrees the

following is a reasonable estimate of such damages and agrees to pay the following as liquidated damages in the event of Exhibitor's cancellation:

*Date Written Notice of Cancellation*

*Is Received by EDUCAUSE*

February 2, 2005–May 31, 2005

June 1, 2005–July 31, 2005

On or after August 1, 2005

*Cancellation Fee*

50% of participation fee

75% of participation fee

100% of participation fee

**27. Cancellation, Termination, or Postponement by EDUCAUSE.**

In the event that any unforeseen occurrence shall render the fulfillment of this agreement impossible or inadvisable by EDUCAUSE, the parties shall mutually amend or terminate the agreement at EDUCAUSE's option. The Exhibitor hereby waives any claim against EDUCAUSE for damages or compensation. No monies will be returned should the dates or location of the show be changed by EDUCAUSE, but Exhibitor will be assigned space that the Exhibitor agrees to use under these same rules and regulations. EDUCAUSE shall not be financially liable in the event the show is interrupted, cancelled, moved, or dates changed except as provided herein.

**28. Insurance.** During the term of this Contract and for the dates of the exhibit, including move-in and move-out days, Exhibitor shall obtain and maintain a Comprehensive General Liability insurance. Such policy shall provide minimum coverage of not less than \$1,000,000 per occurrence and shall name EDUCAUSE, its officers, directors, employees, and agents as additional insureds. A certificate evidencing such policy, its coverage, and indicating the additional insureds as required herein may be requested by EDUCAUSE. Failure to provide such a certificate constitutes grounds for EDUCAUSE to cancel this Contract without liability and to retain Exhibitor's booth fees as liquidated damages. Exhibitor understands and agrees that neither EDUCAUSE nor the Conference Facility maintains insurance covering Exhibitor's property, and it is the sole responsibility of Exhibitor to obtain sufficient insurance coverage for such property.

**29. Outstanding Debts.** All outstanding debts owed to EDUCAUSE must be paid prior to participation in the exhibition. If such debts remain unpaid at the time of the exhibition, EDUCAUSE reserves the right to exclude Exhibitor and its subcontractor(s) from the exhibition without liability. Failure of EDUCAUSE to exercise rights under this provision will not waive EDUCAUSE's right to full collection.

**30. Compliance with All Applicable Rules and Laws.** In addition to the provisions of this Contract, Exhibitor agrees to abide by all applicable rules, regulations, and state and local laws that may be applicable, including rules of the convention center and fire and safety regulations.

**31. Severability.** If any provision(s) of this Contract are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**32. Choice of Law.** This Contract will be construed under the laws of the State of Colorado.

**33. Incorporation of Exhibitor Kit.** All policies, rules, and regulations contained in the exhibitor kit or its equivalent provided by EDUCAUSE are hereby incorporated by reference and made part of this Contract. EDUCAUSE may, from time to time and without prior notice to Exhibitor, amend its policies, rules, and regulations. EDUCAUSE will notify Exhibitors of such changes after they have been implemented.

**34. Mediation.** In the event of any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination, or validity of it, the parties shall first attempt to resolve the matter over a period of at least 30 days before resorting to formal dispute resolution, except that equitable remedies may be sought immediately.

**35. Americans with Disabilities Act.** Exhibitor warrants that its planned exhibition design, product/service information, and use of booth space at EDUCAUSE 2005 will be in compliance with the Americans with Disabilities Act (ADA) and hereby accepts full responsibility for compliance with the ADA and shall indemnify, defend, and hold harmless EDUCAUSE, its directors, officers, employees, and agents, and each of them, from and against any and all claims and expenses, including attorneys fees and costs, arising out of or related to Exhibitor's breach of this provision or noncompliance with any provision of the ADA. Furthermore, Exhibitor will notify EDUCAUSE and the conference facility in writing of any disabled person(s) affiliated with Exhibitor who may be attending EDUCAUSE 2005 and specify the special needs of such person(s) should they exist. Such notice shall be given as soon as Exhibitor learns such person(s) will be attending EDUCAUSE 2005.

**36. Indemnification; Limitation of Liability.** Exhibitor assumes full responsibility for the acts, omissions, and conduct of its representatives, agents, and contractors and agrees to indemnify, hold harmless, and defend EDUCAUSE, its officers and directors, employees, and agents from and against any and all claims, losses, damages, governmental fines or penalties, and costs or expenses (including court costs, interest, and attorney fees) of any kind whatsoever arising from such acts, omissions, and conduct except to the extent that such claims, losses, and damages are the direct result of EDUCAUSE's gross negligence or intentional acts. In any event, EDUCAUSE's liability to Exhibitor under this Contract shall be limited to and not exceed the amount of booth fees paid by Exhibitor.

**37. Waiver.** Waiver by either party of any term or condition of this Contract or any breach shall not constitute a waiver of any other term or condition or breach of this Contract.

**38. Entirety of Contract.** This Contract and all documents incorporated by reference constitute the entire agreement of the parties and may not be modified or amended in any respect whatsoever without written consent of EDUCAUSE.

I understand that our participation must conform to these terms and conditions provided by EDUCAUSE.

**Please sign below and fax the signed page to the attention of Carolyn Colman at 303-440-0461.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



EDUCAUSE

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