

2010 Exhibitor Rules and Regulations

NAIS Annual Conference • February 24 – February 26, 2010, Moscone Convention Center West, San Francisco, CA, USA

The National Association of Independent Schools (NAIS), Set up Success and its authorized representatives are hereinafter referred to as "Show Management."

1. Payment and Refunds

Upon acceptance by NAIS of a reservation of an exhibitor booth by the exhibitor, this instrument will be a legally binding contract between the exhibitor and NAIS. Either party may terminate this agreement at any time by notice to the other by e-mail, mail, or fax. All payments should be remitted to NAIS within 7 business days of booth(s) reservation.

If this contract is terminated by the exhibitor 90 or more days prior to the start of the Annual Conference, NAIS will refund any fees that have been paid, less a \$200 (USD) service charge per booth. If terminated by the exhibitor less than 90 days prior to the start of the Annual Conference, NAIS will not refund any fees.

If this contract is terminated by NAIS for any reason other than cancellation of the exposition, NAIS shall refund the full amount of fees paid under this agreement. NAIS reserves the right to refuse or rescind space rental to any entity or individual at its sole discretion, for any reason or no reason.

NAIS has the option of changing booth space any time prior to the Conference, for any reason or no reason. Space is sold on a first-come, first-serve basis and will not be held without payment.

It is expressly agreed by the exhibitor that in the event the exhibitor fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the booth location or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by exhibitor for the exhibitor's space reservation, regardless of whether or not the Show Management enters into a further lease for the space involved.

In case the exposition shall not be held for any reason whatsoever, then and thereupon the rental and lease of space to the exhibitor shall be terminated. In such case the limit claim for damage and/or compensation by the exhibitor shall be the return to the exhibitor of the prorated amount already paid for space for this specific event.

2. Space Rental and Assignment of Location

Show Management reserves the right to refuse space rental to any entity or individual at its sole discretion, for any reason or no reason.

Whenever reasonably possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor.

SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.

3. Use of Space, Subletting of Space

No exhibitor shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of nonexhibiting manufacturers, distributors or agents in the exhibitor's display, parent or

subsidiary companies excepted. Exhibitors must show only goods manufactured or dealt by them in the regular course of business.

Should an article of non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint, or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas. NAIS will only permit one company per booth, and one company name on a sign.

4. Exhibitors Authorized Representative

Each exhibitor must name one person to be his representative in connection with installation, operation, and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned, and orderly at all times. For their own safety and protection, children sixteen (16) years of age and under will not be admitted to the exhibit halls at any time.

5. Installation and Removal

Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Installation of all exhibits must be fully completed by the opening time of the exposition. Any space not claimed and occupied three hours prior to opening, may be resold or reassigned without refund. No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the Show.

6. Arrangement of Exhibits

Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions, and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at anytime during the exposition.

7. Exhibits and Public Policy

Each exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety, while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials, and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances, and regulations to his exhibit or display, Show Management will endeavor to answer them.

All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. Electrical wiring must conform with National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at exhibitor's expense.

Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will be made available for such purpose. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with city and state fire regulations.

Independent contractors must conform to IAEE, ESCA, and ED&PA guidelines. All exhibit labor must comply with established labor jurisdictions.

8. Storage of Packing Crates and Boxes

Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period, but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Because of the lack of storage facilities, it may be necessary to store empty crates and cartons outside the building. Every effort will be made to protect the crates from the elements, but neither Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged at prevailing rates. Crates, boxes, or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. Exhibitors will be billed by Show Contractors for removal time and materials at prevailing rates.

9. Social Activities

Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars, and any other related activity scheduled by Show Management.

10. Liability and Insurance

All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, the management of the exhibit hall, nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism, or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor. It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

11. Indemnification

Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses, and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence, or misconduct on the part of exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of any law, ordinance, or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of the Premises leased hereunder. Such indemnification of Show Management by exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence, or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

12. Property Damage

Neither Show Management nor exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion, or other insurable casualty, and Show Management and

exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

13. Care of Building and Equipment

Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and decor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

14. Americans with Disabilities Act

Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless NAIS, Show Management, and facility against cost, expense, liability, or damage which may be incident to, arise out of, or be caused by exhibitor's failure to comply with the Act.

15. Other Regulations

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management.

16. Operation of Displays

Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, are determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so-called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

17. Tabletop Displays

Existing rules and regulations for booth rentals will apply to tabletop displays, including the requirement that each table exhibit be staffed. Electrical service is not available for tabletop displays and all display materials must be confined to the top of the table and may not exceed 36 inches in height from the top of the table. Space is assigned at the discretion of the director of meeting planning.

18. Direct Sales

Direct Sales will NOT be permitted on the NAIS exhibit floor or the Moscone Convention Center during the NAIS show.

19. Contests, Drawings, and Lotteries

All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the exposition.

20. Literature Distribution

All demonstrations or other activities must be confined to the limits of the exhibitor's booth space. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

21. Live Animals

Live animals are prohibited.

22. Models

Booth representatives, including models or demonstrators, must be properly and modestly clothed. Revealing attire is prohibited.

23. Sound

Exhibits that include the operation of musical instruments, radios, sound projection equipment, public address systems, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens.

24. Controversial Issues

There are controversial issues and materials used in education. Exhibits that present the positive point of view on such issues will be permitted. Political actions or activities are prohibited. Exhibits that defame or unfairly attack the products or integrity of another exhibitor, or exhibits that disturb or disrupt the exhibits of another, through audio or video displays or otherwise, are also prohibited.

25. Alteration of Booth Structures

Show Management has the right to request that exhibitors remove or alter their booth structures including all booth dimensions at anytime. Especially if it is determined that they are blocking or interfering with sight lines of other exhibitors or NAIS specialty areas. The height requirement for a 10'x10' and 10'x20' booths is 8 feet. The requirement for 20' x 20' island booths is 16 feet.

26. Booth Selection Recommendations

Show Management does not guarantee success or assume any responsibility for success when making recommendations or asked by prospective exhibitors to give recommendations for booth selection at the NAIS Show.

27. NAIS Conference Give-Aways

All give-aways from NAIS and vendors are for the Annual Conference registered school participants. We ask for your professional courtesy in not taking these items.

28. NAIS Contests and Drawings

Exhibitors agree to comply with all NAIS rules attached to contests and drawings sponsored by the association.

29. Washington, D.C. NAIS 2011 Booth Drawing

NAIS will hold a drawing for a complimentary booth for 2011 NAIS Annual Conference in Washington, DC. All exhibitors' booths must be intact and exhibitor must be present to be eligible to win. The booth prize cannot be exchanged for any other NAIS product or service and must be used for Washington, D.C. 2011. The booth is awarded only to the winning company and cannot be transferred to another exhibiting company.

30. NAIS Green Initiative

It is NAIS's goal to make the Annual Conference as "green" as possible. We ask that all exhibitors minimize the amount of paper, handouts, and promotional materials distributed in the San Francisco Exhibit Hall.

31. Attendance and Leads

NAIS does NOT guarantee attendance at any of its programs or events and is not responsible for the amount or quality of leads obtained by exhibitors at NAIS programs or events.

32. Food and Beverage

Food and beverages may be distributed from your booth. However, all food and beverages must be obtained through the official convention/hotel caterer. No outside food or beverages will be permitted on the show floor.

THE SHOW MANAGEMENT WILL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED ANY AMENDMENTS, WHEN MADE, ARE BROUGHT TO THE NOTICE OF EXHIBITORS. EACH EXHIBITOR, FOR HIMSELF AND HIS EMPLOYEES, AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY, MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.

These rules and regulations constitute the entire agreement between the parties and supersede any previous communications, written or oral. No changes shall be made to this agreement unless they are in writing and signed by both parties. If any provision of this agreement is unenforceable under applicable law, the remaining provisions shall continue to be valid and enforceable. Show Management makes no guarantees or warranties about attendee traffic or any other variable related to the exhibit show unless expressly provided herein. Exhibitor understands that failure to comply with any provision of this Conference Exhibitor Agreement may affect its future conference-exhibiting eligibility and priority in addition to any legal liability or obligation that such failure may impose upon the exhibitor. By checking the box below, you state that you have read and agree with the rules and regulations set forth by NAIS and its constituents.

For more information please contact Michael Rease at (202) 973-9740 or rease@nais.org.