

Contract

Exhibitor hereby agrees and understands that the Rules and Regulations constitute a bona fide part of the Application and Exhibit Booth Contract that are between the exhibitor and NAEYC. The submission of the Application and Exhibit Booth Contract constitutes the exhibitor's agreement to abide by these policies and information. All matters and questions not covered in these policies are subject to the final judgment and decision of the association.

Payment/Cancellation

Check, money order, VISA, MasterCard, American Express, or Discover may be used for payment. All cancellations and reduction of space requests must be in writing. The 25% deposit is non-refundable. If cancellation is received on or before March 16, 2018, 50% of the total paid (minus the 25% deposit) will be refunded. No refunds after March 16, 2018. If an exhibitor reduces booth space, the unused booths will be regarded as cancelled, and the above fees will be charged to the Exhibitor for that portion of space.

Installation and dismantling of exhibits

It is the duty and responsibility of each exhibitor to make arrangements with the General Services Contractor for the installation of the exhibit before the opening of the show and to dismantle and re-move the exhibit immediately after the closing. Exhibitors will agree to conform to the exhibit schedule. Exhibitors assume full responsibility in determining applicable union regulations and fees regarding setting up displays and transporting materials to and from the exhibit hall. Exhibitors will not tear-down their exhibit space before the posted exhibit closing time.

Liability

The exhibitor hereby agrees to assume full responsibility and liability for all losses, injury, claims, demands, suits, costs, expenses (including reasonable attorneys' fees) of whatever nature and description arising out of or related in any way to exhibitor's activities at the Conference and under this agreement. Exhibitor further agrees to indemnify and hold harmless NAEYC, its officers, members, volunteers, AFCo/ THG, the decorator, and JW Marriott, Austin, TX from any and all losses, injury, claims, demands, suits, costs, expenses (including reasonable attorneys' fees) of whatever nature and description arising out of or related in any way to the negligent acts or omissions or willful misconduct of, or breach of this agreement by, exhibitor, its employees, agents, or subcontractors in connection with exhibitor during the Conference or under this agreement. IN NO EVENT SHALL NAEYC BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOSSES OF PROFITS, ARISING FROM EXHIBITOR'S ACTIVITIES DURING THE CONFERENCE OR UNDER THIS AGREEMENT.

Use of space

Exhibitors may not alter the locations of exhibits or of booths without the written consent of NAEYC management. The assignment, subletting, or sharing of space already assigned is prohibited without the prior written consent of NAEYC. The exhibit must be designed and displayed to conform to the size of the space leased. Nothing shall be displayed in such a manner as to obstruct the view of, or interfere with, the exhibits of others.

Use of space (Continued)

Brochures or advertising materials of any description may be distributed only within the space assigned to the exhibitor. Aisle space may not be used to distribute promotional material. No firm or agency without assigned space will be permitted to solicit business in any manner.

Demonstrations—including singers and/or the use of films, tapes, records, musical instruments, or any other sound device—must be kept at a volume sufficiently low so as not to be objectionable to nearby exhibits or Conference participants. Exhibitors' demonstrations must be confined within the boundaries of their respective booths. If NAEYC deems that demonstrations are objectionable in any way, action will be taken by NAEYC including, but not limited to, removal of the exhibit. In this case, no refund will be issued.

Exhibitor Badges

Professional Learning Institute – Exhibitors will receive two (2) full conference registrations per 8'x10' booth space. Information will be sent prior to the Professional Learning Institute on how to obtain those complimentary registrations. Additional badges can be purchased for an additional fee.

Safety.

All materials used in decorating will be flame-proofed. All hangings must clear the floor. Attention to safety regulations is imperative. Aisles, passageways, and lobby or exit areas giving access to fire extinguishing apparatus must be kept clear at all times.

Children

Children are not permitted in the Exhibit Hall. In addition, children are not permitted to, including but not limited to the following, work, distribute materials, perform, or demonstrate products on the exhibit floor. Exhibitors shall be required to comply with all applicable Federal and State child labor regulations, as well as any policies, rules, and regulations of NAEYC and any NAEYC conference venue.

Care of building and equipment

Exhibitors will exercise all precautions against damage or defacement of any NAEYC Conference venue and its property. Exhibitors may not tape, paste, thumb-tack, nail, or otherwise affix signs or posters to the walls, columns, or booth draperies, or hang things from sprinkler pipes. Any signs or posters leaning against the walls must be properly padded so as not to cause damage.

Booth Staffing

Exhibitors may enter the Expo Hall one hour prior to the opening each day and may remain until one hour after the hall closes. All exhibits must be staffed during the hours in which the Expo Hall are open. Any exhibiting company that does not staff its booth or that begins packing its equipment and/or materials before the close of the show on the final exhibit day will be penalized and lose priority points (if applicable).



Restrictions

NAEYC reserves the exclusive right to alter the location of exhibits or booths if, in the sole judgment of NAEYC, it deems it to be in the best interests of the Conference. NAEYC reserves the right to prohibit or remove any exhibit or part of any exhibit that, in the sole discretion and opinion of NAEYC, may detract from the general character of the Conference. This reservation includes persons, objects, printed matter, or anything of a character that NAEYC determines is objectionable to the Conference. In the event of such restriction or action by NAEYC, exhibitor agrees that NAEYC will not be liable for any damages to exhibitor nor will NAEYC be liable for a refund to exhibitor of rental or other exhibit expenses.

Sales

Order taking and direct sales of educationally related products or services by exhibitors is permitted. Exhibitors that choose to sell merchandise at the NAEYC Professional Learning Institute assume full responsibility for securing a vendor's license and complying with all applicable laws and regulations, including tax and revenue laws and regulations.

Security

Precautions will be taken to ensure the safety of exhibit material. The exhibit area will be locked, and peripheral guard service will be provided when exhibits are not scheduled to be open. Some guard service will also be provided during exhibit hours. NAEYC and any of its directors, officers, employees, agents, vendors, or subcontractors, any NAEYC Conference venue are not responsible for the protection of exhibitors' materials and displays nor for any loss or damage to such materials and displays, and Exhibitor will hold harmless NAEYC and any of its directors, officers, employees, agents, vendors, or subcontractors, any NAEYC Conference venue for any such loss or damage.

Exhibitors are solely responsible for obtaining insurance on their exhibits, utilizing lockboxes, and/or arranging for their own security in their booths as appropriate, at their own expense. All property shipped to or from the Conference by the exhibitor for installation or display is at the sole risk of the exhibitor.

Exhibitors are prohibited from making any recording, reproduction, or depiction of another Exhibitor, or such other Exhibitor's booth(s), product(s), or property, except with the prior consent of such Exhibitor.

Certificate of liability insurance

Each exhibiting company is required to insure itself against property loss or damage and against liability for personal injury. Following are the minimum limits:

Comprehensive General Liability	\$1,000,000 per occurrence
Worker's Compensation Insurance:	\$2,000,000 aggregate
statutory minimums	

Exhibitors using an Exhibitor Designated Contractor (EDC) for booth set up must fill out the form (included in the Exhibitor Service Kit) and submit to Show Management. All EDCs must provide a Certificate of Insurance showing the limits outlined above.

Americans with Disabilities Act

Exhibitor agrees to operate its exhibit during Institute in compliance with the Title III of the Americans with Disabilities Act and the regulations promulgated there under.

Rules and regulations compliance

Exhibitor agrees to abide by all exhibitor rules and regulations contained in this contract or otherwise communicated to exhibitor by NAEYC.

Convention center lease compliance

Exhibitor acknowledges and understands that this contract is subject to all terms and conditions of NAEYC's lease for the NAEYC Institute venue.

Exhibit limitations

All exhibitors are required to locate their equipment and display within the confines of their exhibit booth. Equipment will not be permitted to overhang the booth of another exhibitor, unless prior written consent is obtained from the other exhibitor. Overhanging of aisle space is not permissible, and NAEYC reserves the right to move any equipment overhanging in violation of these rules, or to remove the equipment from the exhibit hall at the expense of the offending exhibitor. NAEYC, in the event such movement or removal is not possible, further reserves the right to require payment for space used outside the exhibit booth by the offending exhibitor.

Any demonstration or activity that results in obstruction of aisles or prevents ready access to a nearby exhibitor's booth shall be suspended for any period specified by NAEYC. For the same reason, NAEYC must reserve the right to take final action in any case where an exhibit, in the opinion of NAEYC, becomes objectionable because of the conduct of persons involved, the use of printed matter, or for any other cause which distracts from the best interests of all exhibitors or the show itself.

General consent and release for use of image

Exhibiting at, or participation in, NAEYC meetings and other activities constitutes an agreement for NAEYC, or anyone authorized by NAEYC, to record and use, as NAEYC may desire in its sole and absolute discretion, all recordings and reproductions or depictions of such exhibitor or attendee's name, likeness, voice, persona, words, actions, and/or biography, which NAEYC may make, including without limitation, the right for NAEYC, or anyone authorized by NAEYC, to use such recordings, reproductions, or depictions in or in connection with any legitimate purposes, including for advertising, publicity, trade and editorial purposes, at any time in the future in all media now known or hereafter developed, throughout the world.