

ACTE AZ Exhibitor Contract of Conditions

Event

44th Annual
Arizona Career and Technical Education
Summer Conference

July 12 - 17, 2019

Venue

Loews Ventana Canyon
&
Westin La Paloma

Tucson, AZ

Exhibit Dates

Setup: Sunday, July 14, 2019 12:00pm - 4:00pm

Exhibit: Monday, July 15, 2019 7:00am - 5:00pm
Tuesday, July 16, 2019 7:00am - 3:00pm

Shutdown: Tuesday, July 16, 2019 3:00pm - 6:00pm

Character of Exhibits

Only products and/or services related to education and professional development of our members are suitable for exhibition. ACTE AZ reserves the right to prohibit products or services they feel are not appropriate for this conference.

Unclaimed Display Space

Space not occupied or claimed by 4:00 p.m. on Sunday, July 14, 2019 may be canceled or reassigned without refund.

Signs, Posters and Literature

No nails, screws or bracing wire may be used in erecting the displays without the consent of the Exhibit Coordinator or Loews Ventana Canyon and / or Westin La Paloma. All property destroyed or damaged by the Exhibitor must be replaced in its original condition by the Exhibitor at their own expense.

Selling Restrictions

All on-site sales of any kind that involve the exchange of currency for goods received during the exhibition are **STRICTLY PROHIBITED**.

Canvassing, Soliciting and Exhibiting

The Exhibitors are confined to their own booth(s). No other exhibitions may be held on the Hotel property in conflict with the ACTEAZ Trade Show and Expo without the express permission of the Exhibit Coordinator. Printed advertising is not permitted beyond the confines of the purchased booth space.

Hold Harmless Clause

Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save the Association for Career and Technical Education of Arizona (ACTEAZ), and its Officers and Board of Directors and Consultants, the Arizona Department of Education, Loews Ventana Canyon, Westin La Paloma and Arizona Cine Equipment and convention services, their employees and agents/officers harmless against all claims, losses and damages to persons or property, governmental charges or fines and attorneys' fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of Loews Ventana Canyon, and/or the Westin La Paloma and their employees or agents. Loews Ventana Canyon, and/or the Westin La Paloma, their officials, agents or employees shall not be liable for any loss, damage or injury to properties of any kind that are shipped or otherwise delivered to or stored in or on the premises. Properties shall not be received until lessee has made proper arrangements for receiving, handling and storage of such materials.

The individual Exhibitor shall obtain and keep in force during the term of the installation, and use of exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit Agreement, in an amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage. The Exhibitor agrees to provide a Certificate of Insurance evidencing the coverage described above upon setting up their Exhibitor Booth(s) to the Association for Career Technical Education of Arizona.

Fire Protection, Machinery, Flammable Liquid and Electricity

All draping or display material or cloth must be fire-proofed. No person shall erect any engine, motor or other machinery on the premises, or use any gas, flammable liquid or charcoal therein, without prior written approval of Loews Ventana Canyon or the Westin La Paloma or Arizona Cine Equipment. Everything must be approved by Fire Marshal or their representative.

Security and Safety

The Exhibit Coordinator, ACTEAZ, the Arizona Department of Education and/or its agents cannot guarantee against loss or damage of any kind. Security Personnel will be provided from 5:00 p.m. Sunday night to 7:00 a.m. Monday morning and from 5:00 p.m. Monday night to 7:00 a.m. Tuesday morning. The Association for Career Technical Education of Arizona and Arizona Cine Equipment will exercise reasonable care for the protection of Exhibitor's displays but cannot accept any responsibility for the loss of, or damage to, any of the said materials or displays. **EXHIBITORS MUST PROVIDE THEIR OWN INSURANCE.**

Lighting and Power

General house lighting is provided for adequate illumination of the area. Additional lighting/power other than the one (1) 500 watt outlet per booth space is available through the Drayage Company at the Exhibitor's expense.

Copyrights, Royalties, and Trademarks

It is the Exhibitor's sole responsibility to obtain and pay for any and all applicable licenses and permissions before any moving or still image, computer software, sound recordings, artwork, printed material or other item bearing or embodying a copyright, trademark, patent, publicity right, or other intellectual property is displayed, performed, reproduced, modified or distributed, in whole or in part, at or from the contracted space.

Exhibitor warrants that all necessary licenses and permissions have been or will be obtained prior to using the contracted space. Exhibitor agrees to indemnify and hold ACTEAZ and its officers and consultants, harmless from all claims, losses and damages (including court costs and attorneys' fees) arising out of the Exhibitor's use of the contracted space.

Tradeshow Discretionary Power

ACTEAZ will do its best to honor the booth space requests of the exhibitors at their time of signing up; however, ACTEAZ does reserve the right to make any revisions if necessary to the final layout of the Exhibitors' booths.

Non-Payment and Cancellations

It is understood that ACTEAZ may cancel the show at its discretion. In the event of cancellation due to labor problems, weather, government regulation, fire, acts of God, or other causes beyond the reasonable control of ACTEAZ, then Exhibitors shall be reimbursed pro rata for any prepaid rent, less any and all legitimate expenses incurred by ACTEAZ related to the show, and after giving effect to any insurance recoveries. If cancellation by ACTEAZ is due to any other reason, there shall be a full reimbursement of prepaid rent. In no event, shall the amount of any refund to an Exhibitor exceed the amount of the booth rental fee.

Payment for your exhibitor booth space is due in full by **June 7, 2019**. All cancellations of exhibitor booths must be received in writing by **June 7, 2019**. There will be a \$100.00 cancellation fee if the cancellation is received prior to the **June 7, 2019**, deadline. Any cancellation received after the deadline date will be billed at full Exhibitor rate. ACTEAZ reserves the right to cancel booth space if payment in full is not made by this date.

Exhibitor Staffing

Exhibit booths must be staffed during all exhibit hours in which the ACTEAZ Trade Show and Exhibits are open.

Giveaways, Promotions, Drawings

Exhibitors are permitted to give away plastic tote bags, notebooks, key rings, pens, pencils, and other small, inexpensive novelties, as well as literature describing their products and/or services. However, the distribution of beverages or foodstuffs in the exhibit area is strictly prohibited. Prize drawings, lotteries, raffles or games of chance must be approved in advance by ACTEAZ.

Exhibitors may distribute printed advertising from within the confines of their own space, but may not advertise outside of the exhibit space for which they have contracted. ACTEAZ reserves the right to decline or prohibit any giveaway or any advertisement or promotion that in its opinion is not suitable or in keeping with the character of the tradeshow or event.

Responsibility

It is the responsibility of the exhibiting firm to be fully familiar with these Rules and Regulations and to see that each member of the firm attending the Exposition, either as exhibit personnel or delegate, or both is also familiar with these Rules and Regulations.

Contract Signatures

As Exhibit Representative, I have read, understand, and agree to the terms and conditions set forth in the aforementioned Contract of Conditions to exhibit.

Representative Name

Company Name

Representative Signature

Date

ACTEAZ Coordinator

Date Received

Note: Please mail your completed Exhibitor Registration Form, signed Contract, and your payment to:

ACTEAZ
20403 N. Lake Pleasant Road
Suite 117 – PMB 615
Peoria, AZ 85382