

## 1. PURPOSE OF EXPOSITION

ISTE21 is an educational event, and the exposition staged in conjunction with the professional conference ("Exposition") is a vital element of this educational process. No selling, price posting or order taking will be permitted on the expo floor or other areas controlled by ISTE's Exhibit Management agent (hereafter referred to as Exhibit Management) and ISTE during the Exposition.

## 2. ASSIGNMENT OF EXHIBIT SPACE

Exhibit space will be assigned in the order reservations are received. Exhibit Management shall use its best efforts to locate the booth in one of the locations designated by exhibitor elsewhere in this agreement. Notwithstanding the above, Exhibit Management reserves the right to change location assignments when such action is deemed to be in the best interest of the Exposition. Instances involving relocation of a booth due to unforeseen circumstances, force majeure or acts of God or war shall be governed by the provision "Cancellation, Postponement or Relocation of Exposition" below. Exhibitor agrees that its exhibit shall be admitted into the Exposition and shall remain from day to day solely on strict compliance with all the rules herein described. Exhibit Management reserves the right to reject, eject or prohibit any exhibit in whole or in part, or any exhibitor with cause if exhibit is unsuitable to or not consistent with the character of the Exposition. If an exhibit or exhibitor is ejected with cause or for violation of these rules for any other stated reason, no return of rental shall be made.

## 3. RENTAL OF SPACE AND ITS USE

Rental includes the following exhibit equipment: 8'-high back wall, 3'-high side rails, plus a 7" x 44" sign featuring the exhibitor's company name. Twenty-four-hour general security and general aisle cleaning are provided. **Hanging signs:** All hanging signs require written approval from Exhibit Management. **Standard exhibits:** Regular and specially built back walls including signs may not exceed an overall height of 8'. Low side dividers between exhibits should not exceed 3' in height. If a high divider is desired, it cannot exceed 8' in height nor extend from the back wall more than one-half of the depth of the space. **Crossover or area displays:** These must be constructed as two standard 8'-high exhibits facing each other across an aisle, but connected by one or two exhibitors' name signs (18"-high with lettering 12"-high maximum), which bridge the two exhibits at a level 8'-high at sign base. Signs must be at least 3' from ends of exhibit. A floor covering cannot be placed in the aisle between the two exhibits. No displays or obstructions may be placed in normal aisle area. **Cubistic or free-form displays:** These may be constructed in any manner desired, within the areas designated, except the upper 40 percent of each display must be at least 50 percent open. **Island exhibits:** These have four open sides. This type of exhibit must limit any walls or other display items to 16' in height, where sufficient clearance exists, with length of walls or items not to exceed one-half the depth and width of the space. Special designs may be submitted to Exhibit Management for approval. **Peninsula exhibits:** These face three aisles. This type of exhibit must limit the length of the back wall to one-half the width of the space (centered), and the back wall and any other display item must not be more than 8' in height. A booth design must be submitted to Exhibit Management for approval prior to move-in onsite. **Flooring and floor height of exhibits:** Avoiding trip hazards is a requirement in booth design. No double carpet padding, oversized flooring substrates that extend into the aisle, raised floors or any elevation changes are permitted unless Exhibit Management receives, and approves of, a booth design that demonstrates the elimination of any potential trip hazards in advance of the expo. Note that even if approved, onsite adjustments, such as the addition of stanchion, caution tape and/or access ramps, may be required to ensure the safety of all concerned. **Accessibility:** Exhibitors agree to design and construct their exhibit in such a way that it complies with the Americans with Disabilities Act of 1992. Further information regarding ADA compliance is available at [https://www.ada.gov/2010\\_regs.htm](https://www.ada.gov/2010_regs.htm). **Animals:** No animals shall be permitted in the Exhibit Hall, except for service animals required for use by Attendees.

## 4. SUBLETTING OF SPACE

The exhibitor shall not assign, sublet or apportion the whole or any part of the space assigned or have representatives, equipment or materials from firms other than its own in the exhibit space without the prior written consent of Exhibit Management. Only one company shall be considered as the exhibitor; any other company or unity in the exhibit space shall be considered a subsidiary or affiliate.

## 5. INSTALLATION AND DISMANTLING

The exhibitor explicitly agrees that in the event it fails to install its products in assigned exhibit space or fails to remit payment for required space rental or payment for advertising at time specified, Exhibit Management shall have the right 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 addition, the exhibitor shall not dismantle or otherwise interfere with the orderly conduct and display of the exhibit until the Exposition is finally closed to the conference attendees.

## 6. FIRE, SAFETY AND HEALTH REGULATIONS

Exhibitor assumes all responsibility for compliance with local, city, state and Exhibit Management safety, fire and health rules and regulations ordinances covering installation and operation of equipment and of their exhibit booth including, but not limited to, restrictions on the amount of people who may gather in the exhibit booth and compliance with social distancing rules. Exhibitor shall not pack merchandise in paper, straw, excelsior or any other readily flammable material. All cartons stored in the expo building shall be emptied of contents. Exhibitor shall use no flammable decoration or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof. If required by local law or ordinances, exhibitor shall have on hand in its exhibit space a notarized affidavit establishing that its display materials have been treated during the last year by an approved chemical. All wiring devices and sockets shall be in good condition and meet the requirements of local law.

## 7. UNION LABOR

If required by local ordinances, exhibitor must comply with all union regulations applicable to installation, dismantling and display of the exhibit.

## 8. CODE OF CONDUCT

Exhibitor and its representatives agree to abide by the ISTE code of conduct and policies. In addition, exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of Exhibit Management is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the exhibit space. Exhibit Management, in its sole and absolute discretion, may withdraw its consent at any time, in which event exhibitor shall terminate such activity immediately. All promotional plans must be submitted to Exhibit Management for approval. Distribution of pamphlets, brochures or any advertising matter must be confined to the exhibit space. Exhibitors are prohibited from bringing alcoholic beverages into the Henry B. Gonzalez Convention Center. Exhibitor shall refrain from any action that will distract attendees from attendance at the Exposition during open hours. Exhibitor shall not lead attendees from one exhibit space to another or to elevators or escalators. The dress code at the Exposition is business casual. ISTE reserves the right to remove access to any exhibitor, attendee or other participant who does not comply with this dress code.

The ISTE and Exposition name, logo and acronym are proprietary and may not be used in signs, advertising, promotions or on any product literature either inside or outside the Exhibit Hall. This rule applies before, during and after the Exposition, unless prior authorization has been received from the ISTE.

Exhibitor grants to ISTE a non-exclusive, nontransferable, revocable license to use the name, logo and acronym of the Exhibitor solely in connection with the Exposition. All uses of the name, logo and acronym of the Exhibitor shall be determined by ISTE in its sole discretion.

## 9. FILM, SOUND DEVICES AND LIGHTING

If images, loudspeakers or sound devices are used, the exhibitor agrees to comply with union requirements for the operation of the equipment. Equipment will only be permitted if tuned to conversational level and is not objectionable to neighboring exhibitors. Operating equipment that emits excessive noise must be run intermittently for specific demonstrations only. Exhibit Management reserves the right to restrict the use of glaring lights or objectionable lighting effects.

## 10. CONTRACTOR SERVICES AND INFORMATION

Where an official contractor has been designated to perform services for an exhibitor – such as the rental of furniture, setup of exhibits, electrical work, plumbing, labor or any other service – no exhibitor or representative shall contract for such services with other than the said official contractor unless permission has been secured in writing in advance from Exhibit Management. Exhibit Management assumes no responsibility or liability for any of the services performed or materials delivered by the contractors.

## 11. STORAGE

Exhibitor will not be permitted to store packing crates and boxes in the exhibit or the Henry B. Gonzalez Convention Center during the Exposition, but these, when properly marked, will be stored and returned to the exhibit by service contractors. It is the exhibitor's responsibility to mark and identify all crates and boxes. Crates and boxes not properly labeled may be destroyed. No trunks, cases or packing material shall be brought into or out of the exhibit space during expo hours.

## 12. PHOTOGRAPHS; RECORDING

No photographs, audio, video or digital recording of any type shall be taken without the prior consent of Exhibit Management and/or the exhibitors involved. The exhibitor acknowledges and agrees that the ISTE, its employees and contractors may take photographs/videos which could include images of the Exhibitor, its representatives and its exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to the ISTE and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that ISTE is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its representatives may have relating to or arising from the images or their use. In no cases can exhibitors use any images of attendees participating in demonstrations or meetings for any commercial purposes.

## 13. DATA USE

Exhibitors shall be responsible for compliance with applicable data protection laws protecting the personal data of attendees.

## 14. LIABILITY AND INSURANCE

All property of the exhibitor remains under its care, custody and control in transit to and from the Henry B. Gonzalez Convention Center, during installation and removal, and while it is within the confines of the Henry B. Gonzalez Convention Center. Neither Exhibit Management, ISTE, the owners or management of the Henry B. Gonzalez Convention Center, 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. The exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of Exhibit Management, ISTE, the owners or management of the expo hall, or their agents or employees. Exhibitor understands that neither Exhibit Management, the Henry B. Gonzalez Convention Center, nor ISTE carry business interruption and/or property damage insurance coverage for loss or damage of exhibitor's property. The exhibitor agrees to obtain the following insurance during the dates of the Exposition, including move-in and move-out days, and shall be prepared to furnish a certificate of insurance to Exhibit Management if requested: (a) commercial general liability insurance coverage including protective and contractual liability for bodily injury and property damage, (b) employer's liability insurance, (c) worker's compensation/occupational disease coverage in full compliance with federal and state laws, (d) comprehensive general liability automobile insurance.

## 15. LIMITATION OF LIABILITY

In no event shall ISTE, its officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "ISTE parties") be liable to the exhibitor or any third party hired by or otherwise engaged by the exhibitor for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of this application and agreement or connected in any way with use of or inability to use the services outlined in this application and agreement or for any claim by exhibitor, even if any of the ISTE parties have been advised, are on notice and/or should have been aware of the possibility of such damages, exhibitor agrees that the ISTE parties' sole and maximum liability to the exhibitor regardless of the circumstances shall be the refund of the exhibit fee. Exhibitor agrees to indemnify and defend the ISTE parties from any claims brought by a third party hired by or engaged by the exhibitor for any amount beyond the exhibit fee. Further, exhibitor agrees to pay all attorney's fees and costs incurred by the ISTE parties arising out of or in any way related to this application and exhibit. Exhibitor shall be solely responsible for its attorney's fees and costs.

## 16. HOLD HARMLESS AND INDEMNIFICATION

This application/contract and agreement to these terms, conditions and rules shall not constitute nor be considered a partnership, joint venture or agency relationship between ISTE, Exhibit Management and the Henry B. Gonzalez Convention Center. Exhibitor hereby agrees to indemnify, hold harmless and defend ISTE, Exhibit Management, the Henry B. Gonzalez Convention Center and their respective officers, directors and employees (collectively "ISTE Indemnitees") from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever as they arise (including but not limited to court costs, interest and attorney's fees) that any of the ISTE Indemnitees may incur, suffer, be part to or be required to pay, incident to, or arising directly or indirectly from any intentional or negligent act or omission or breach of these terms, conditions and rules, or violation of any ordinance or statute by exhibitor or any of its employees, contractors or agents. The exhibitor assumes full responsibility and liability for the actions of its agents, employees and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless and defend any of the ISTE Indemnitees as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the acts or omission of its agents, employees or independent contractors, whether acting within or without the scope of their authority. ISTE and Exhibit Management hereby each agree to indemnify, hold harmless and defend the exhibitor and its respective officers, directors and employees ("Exhibitor Indemnitees") from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever as they arise (including but not limited to court costs interest and attorney's fees) that any of the Exhibitor Indemnitees may incur, suffer, be part to or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission or breach of these terms, conditions and rules, or violation of any ordinance or statute by ISTE and/or Exhibit Management or any of their employees or agents. ISTE and Exhibit Management assume full responsibility and liability for the actions of their agents, employees and independent contractors, whether acting within or without the scope of their authority, and agree to indemnify, hold harmless and defend the indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the acts or omission of their agents, employees or independent contractors, whether acting within or without the scope of their authority. The terms of this provision shall survive the termination or expiration of this agreement.

## 17. CANCELLATION, POSTPONEMENT OR RELOCATION OF EXPOSITION

In the event that ISTE or Exhibit Management determines that due to any occurrence, force majeure, acts of God, war, or any other cause beyond their control renders the fulfillment of this Agreement inadvisable, commercially impracticable, illegal, or impossible, ISTE and Exhibit Management shall so notify exhibitor and may amend or terminate the Agreement. In such circumstances, ISTE and Exhibit Management may cancel, postpone, relocate, or change the format of the Exposition (i.e., in-person event to a virtual event in whole or part). No monies will be returned should the dates or location of the Exposition be changed by Exhibit Management, but exhibitor will be assigned space that the exhibitor agrees to use under these same terms, conditions and rules.

## 18. EXHIBITOR CANCELLATION

Cancellation of any portion of this application/contract by the exhibitor will be accepted only at the discretion of ISTE and Exhibit Management, and then only based on the following refunds: Prior to or on January 15, 2021: 95 percent refund of any money paid on cancelled space; after January 15, 2021, but before or on March 31, 2021: 20 percent refund of deposit on cancelled space (deposit is defined as 50 percent of total booth charges); after March 31, 2021: no refund of any dollars paid on cancelled space. Except as the exhibitor's rental obligation may be reduced as set forth in the preceding sentence, the exhibitor is responsible for total booth rental regardless of the reason for the cancellation by the exhibitor, including the failure of an exhibit to arrive for any reason.

## 19. AGREEMENT OF TERMS, CONDITIONS AND RULES

Exhibitor agrees to observe and abide by the foregoing terms, conditions and rules and by such additional terms, conditions and rules made by Exhibit Management from time to time for the efficient or safe operation of the Exposition, including, but not limited to, those contained in this application/contract. In addition to Exhibit Management's right to close an exhibit and withdraw its acceptance of this application/contract, Exhibit Management in its sole judgment may refuse to consider for participation in future exhibitions an exhibitor who violates or fails to abide by all such terms, conditions and rules. There is no other agreement or warranty between the Exhibitor and Exhibit Management except as set forth in this application/contract. The rights of Exhibit Management and the exhibitor under this application/contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of the respective parties.