

2018 California School Boards Association exhibit space application/contract

CSBA Annual Education Conference and Trade Show | November 29 – November 30, 2018 | Moscone West, San Francisco | aec.csba.org

Mail completed copy with payment to:

Exhibits Specialist
California School Boards Association
3251 Beacon Blvd., West Sacramento, CA 95691-1660
(800) 266-3382 ext. 3276 | FAX: (775) 392-3222

All sections must be completely filled out before your contract will be processed. Please print or type. Retain a copy for your files.

Note: If faxing this form, an authorized representative of your organization is required to sign.

PRIMARY CONTACT INFORMATION

(All show-related information will be sent to this contact) * = required field

*Company Name _____ Subsidiary _____ Division of _____

*Exhibitor Contact Name _____ *Title _____

*Address _____ *City _____ *State/Province _____ *Zip _____

*Phone # _____ *Fax # _____ *Email address _____ Web Address _____

Are you a first-time exhibitor? Yes No How did you hear about our show? _____

Has your company's name changed since last year? Yes No If yes, previous name: _____

Will you have a gas-powered vehicle(s) in your exhibit? Yes No

BILLING CONTACT (If different from above)

Name _____ Title _____

Address _____ City _____ State/Province _____ County _____ Zip _____

Phone # _____ Fax # _____ Email address _____

COST OF EXHIBIT BOOTH SPACE

Price	Description
\$1,650	Premium (10' x 10')
\$1,800	Corner Premium (10' x 10')
\$6,600	Island Premium (20' x 20')
\$2,150	School Bus Space (Type A only)

Are you a CSBA Business Affiliate or Business Partner? Yes No

(Affiliate booth discounts will be applied after affiliate member dues are received for the fiscal year in which the trade show is held.)

Participation in the 2018 CSBA Trade Show includes a virtual exhibit presence in the conference app, in addition to your exhibit booth space in San Francisco.

\$250 Compliance Deposit is required in addition to the booth price to ensure compliance with CSBA exhibit hours. All payments and contracts are due within 30 days of reservation through September 30, 2018. After September 30, contracts and full payment are due immediately upon reservation. Once payment and contract are received by CSBA, booths can be advertised on the interactive show floor.

ACCEPTANCE (CSBA office use only)

Booth Price \$ _____ Compliance Deposit \$ _____ Total \$ _____ Booth Assigned _____

CHOICE OF SPACE LOCATIONS *(List booth numbers)*

_____ 1st Choice Space(s) _____ 2nd Choice Space(s)

If possible, do not assign near: _____

If possible, please assign near: _____

PAYMENT & CONTRACT INFORMATION

Exhibitor agrees to the terms and conditions of this contract. Exhibit space will be assigned by CSBA according to 2018 CSBA Exhibit Rules and Regulations and in the best interest of the display and CSBA as a whole. Select payment by credit card or check:

Please fill out completely:

\$ _____ + \$250.00 = \$ _____
(total booth price) (compliance deposit) (total payment)

Paying by Credit Card *American Express, VISA, Discover or MasterCard. If you are including credit card information, please fax contract to (775) 392-3222. For your security, do not email contract if providing credit card information.*

Credit card type _____ Card number _____ Expiration Date (mm/yy) _____

Name as it appears on card _____ Authorized payment amount _____

Paying by Check

Mail this form with checks payable, in U.S. dollars, to CSBA. Send to the address at the top of Page 1 of the contract.

Cancellation Policy

All cancellations must be made in writing to the Exhibits Sales Manager. If notice of cancellation is made before July 31, 2018, a 50% refund of total fees paid will be issued. If payment has not been received, 50% of the booth fees will be due to CSBA. Compliance deposits will be refunded for all cancellations prior to the conference. No refunds on booth fees will be issued on booth space that is cancelled after July 31, 2018. Any reduction in booth space will be treated the same as a booth cancellation and will be refunded accordingly.

Authorized Signatures

We agree to abide by the provisions set forth in this Contract without limitation to the 2018 Exhibit Rules and Regulations printed on the next page. The person signing on behalf of the exhibitor represents and warrants to CSBA that he or she has full authority to sign this contract. However, in the event he or she is not so authorized, he or she will be personally liable for the faithful performance of this Contract.

Payment Policy

Contracts must be submitted with a payment equal to the total booth fees plus a \$250.00 refundable Compliance Deposit. Final and full payment for contracted space is due within 30 days of reservation through September 30, 2018. After September 30, contracts and full payment are due immediately upon reservation. If full payment is not received within 30 days, the Association shall have the right to cancel the booth reservation. Payments received will be first applied to any previous outstanding balance. The remaining funds will be applied towards the current year's booth fees. NOTE: a \$25.00 service fee will be assessed for returned checks. Exhibitors who register for the 2018 Trade Show at the 2017 conference will have their \$250.00 Compliance Deposit automatically applied to their reservation, unless a request for refund is made to CSBA by December 14, 2017.

On-site Payment Policy

Exhibitors who sign up for the 2018 CSBA Trade Show on-site in San Diego are required to pay full booth fees on-site by credit card or check.

Regulations

Upon acceptance, the regulations printed on the reverse side of this page become terms and conditions of the Contract. Please read these regulations with care; if you have any questions about them, contact CSBA.

Please Note
Several of our exhibit rules and regulations are specific to Moscone West. Please read the Rules and Regulations carefully, paying special attention to GES Display Specifications, Union Jurisdiction and Material Handling.
 I have read and fully understand the rules and regulations specified in this contract.

Client signature

Print name

Date

2018 EXHIBIT RULES AND REGULATIONS

Part of Contract: These rules and regulations stated here and in the CSBA Display Guidelines, constitute a bona fide part of the contract for space. Show Management reserves the right to render all interpretations and decisions, should questions arise, and to establish further regulations as may be deemed necessary to the general success and well being of the exposition. Show Management's decision and interpretations shall be accepted as final in all cases. It is the responsibility of the exhibiting firm to be fully familiar with these Exhibit Rules and Regulations and to see that all company representatives attending the Trade Show are also familiar with them.

CHARACTER OF THE EXHIBIT

In keeping with CSBA's determination to provide the best atmosphere for conducting business, each exhibitor agrees as follows:

Products: Exhibit only products of their own manufacture or supply, limited to products and services designed primarily for use in the education market. Products and services must be displayed in a tasteful manner so as to describe and depict their advantages. CSBA reserves the right to decline or prohibit any exhibit or materials that, in their judgement, does not fit the character of the conference. This reservation is all-inclusive as to persons, things, printed matter, products and conduct.

Food and Beverage: Any food or beverage must be ordered from the official caterer, and distribution requires prior approval of Show Management. Absolutely no liquor or other alcoholic beverages may be distributed or served in the Exhibit Hall by exhibitors without prior approval of Show Management.

Location and Dates: The 2018 California School Boards Association Annual Education Conference and Trade Show will be held Nov. 29 – 30, at Moscone West, San Francisco, California.

Contract for Space: Applicants for exhibit space are required to execute and forward an Exhibit Space Application/Contract to the California School Boards Association. To be valid, payment must be received within 30 days of reservation for each application submitted. All applications must include a refundable Compliance Deposit and must specify products scheduled for exhibition. Any exhibitor failing to occupy space on-site is not relieved of the obligation of paying the full rental. All contracts are due within 30 days of reservation through September 30, 2018. After September 30, contracts are due immediately upon reservation. Vendors who are exhibiting in an island booth space at the 2017 Trade Show will have priority on-site in selecting an island booth for the 2018 show.

SPACE ASSIGNMENT

Booth Cost: Exhibit space rental is \$1,650.00 for a premium space based upon a single 10'x10' booth—100 sq. ft. Corner premium spaces are \$1,800.00 for a 10'x10' booth—100 sq.ft. Islands are \$6,600.00 for a 20'x20' booth—400 sq. ft. Bus spaces are \$2,150.00.

Payment Policy: Contracts must be submitted with a payment equal to the total rental cost for each booth requested plus a \$250.00 refundable Compliance Deposit. Final and full payment for contracted space is due within 30 days of reservation through September 30, 2018. After September 30, contracts and full payment are due immediately upon reservation. If full payment is not received within 30 days, the Association shall have the right to cancel the booth reservation. Payments received will be first applied to any previous outstanding balance. The remaining funds will be applied toward the current year's booth fees. NOTE: a \$25.00 service fee will be assessed for returned checks. Exhibitors who register for the 2018 Trade Show at the 2017 conference will have their \$250.00 Compliance Deposit automatically applied to their reservation.

Cancellation Policy: All cancellations must be made in writing to the Exhibits Manager. If notice of cancellation is made before 5:00 p.m. (PST) July 31, 2018, a 50% refund of total booth fees paid will be issued. No refunds on booth fees will be issued on booth space cancelled after July 31, 2018. Any reduction in booth space will be treated the same as a booth cancellation and will be refunded accordingly. Compliance Deposits will be refunded for all cancellations received prior to the 2018 conference.

Subletting Space: No exhibitor may assign, sublet or apportion his or her space in whole or in part, nor exhibit any products or service other than those manufactured or handled in the normal course of his or her business.

Exhibit Display Space: CSBA will provide display space as indicated on the official floor plan, insofar as possible, but reserves the right to make any changes in the interest of any exhibitor or CSBA. CSBA reserves the right to decline or prohibit any exhibit or materials that, in their judgment, does not fit the character of the conference. This reservation is all-inclusive as to persons, things, printed matter, products and conduct.

Display Guidelines: CSBA will provide side drapes three feet (3') high and back wall drapes eight feet (8') high for all straight-line exhibits. Display background may extend from the booth backline one-third the depth of the booth. From that point to the aisle, the maximum height of any Installation shall not exceed 44". The maximum height for any signage is 8 feet. Exhibitors building to these specifications must finish the back portion of the exhibit so that it will not be objectionable to adjacent exhibitors. No equipment, light trees or other objects may be placed outside the booth space. Standard, 7" x 44" identification signs with the exhibitor's firm name and booth number, will be provided. All booths and aisles will be uniformly carpeted. In the interest of all participating exhibitors, and to preserve uniformity, displays must conform to the CSBA Display Guidelines, which are a bona fide part of the contract for space. Unfinished or unsightly ends of exhibits must be draped by the service contractor at the expense of the exhibitor. Balloons and inflatable booth structures are not allowed. All booth materials must be flame retardant.

Exhibit Hours: Thursday, November 29: 9:00 a.m. – 1:30 p.m. and 2:30 – 5:00 p.m. | Friday, November 30: 9:00 a.m. – 1:30 p.m. and 2:30 – 4:30 p.m. *

Installation Hours: Wednesday, November 28: 10:00 a.m. – 6:00 p.m. *◆

Dismantling Hours: Friday, November 30: 4:31 – 9:30 p.m. *❖

* Hours subject to change

* Unattended freight in unclaimed space will be removed from the exhibit floor and stored at the exhibitor's sole risk and expense.

* No installing, dismantling, rearranging, repair, servicing, removing or supplementing of exhibits will be permitted during show hours.

◆ Any space not claimed and occupied without special arrangements having been made prior to 6:00 p.m. (PST), November 28, may be resold or re-assigned by CSBA without any obligation on the part of CSBA for any refund whatsoever. Special arrangements may be made for early or late set-up with prior approval from Show Management; contact Exhibits Manager.

❖ Displays must be installed by the specified installation hours and remain intact and manned until 4:30 p.m. (PST), Friday, November 30. Exhibitors agree by signing the Exhibit Space Application/Contract that they (or their staff) will remain on the exhibit hall floor until the official close of the Trade Show. The \$250.00 Compliance Deposit will not be returned if the exhibitor dismantles early.

❖ *All exhibits must be dismantled, packed and ready for removal by times set forth in exhibitor kits. Exhibit or materials remaining in the building after this time will be returned to the exhibitor at the exhibitor's sole risk and expense.*

Exhibitors' Admission Credentials: Representatives must check-in upon arrival at the exhibitor registration area and must wear an exhibitor badge at all times. A maximum of three exhibitor badges will be issued free of charge per contracted 10' x 10' booth. Additional exhibitor badges may be purchased for \$100 each up to a maximum of 10 badges per 10' x 10' booth. Exhibitor badges entitle the bearer to attend all Conference activities included in the regular Conference registration fee on Thursday, November 29 and Friday, November 30, 2018, in addition to a virtual exhibitor booth profile. Exhibitors who want to attend ticketed meal functions and the Council of School Attorney's meeting must pay those additional, separate fees. Exhibitors will be admitted to the Exhibit Hall one hour before opening on each day of the conference, and power and lights will be turned on at that time. Any special arrangements or requirements must be coordinated with CSBA. CSBA reserves the right to exclude from the exhibit area and/or the conference, without any refund or reimbursement, any exhibitor, its employees, servants, independent contractors, and agents of every kind, who breach this Contract, behave inappropriately (including sexual harassment) at conference functions or in the Exhibit Hall, violate the law, misrepresent his or her products or services, or otherwise bring discredit upon the conference or CSBA. Any such conduct shall constitute a material breach of this Contract. An exhibitor may move only material that can be hand carried by one person in one trip, without the use of dollies, hand trucks or other mechanical equipment.

Publicity: CSBA will publish and distribute to registrants a list of exhibitors, their booth numbers and their products. CSBA reserves the right to publish a list of immediate past exhibitors in the following year's promotional materials and on the conference website. Website links from the online list of exhibitors will remain active.

Canvassing and Other Activities: Interviews, demonstrations, distribution of literature, etc. are permitted only within the exhibitor's space. Samples or souvenirs may not be sold, and if distributed, must directly relate to merchandise displayed in the exhibitor's booth. Aisles must be kept clear of exhibit materials, and debris must be disposed of in the building trash containers. CSBA will not permit non-exhibitors to canvas, solicit, hold conferences, or distribute literature or other promotional devices during the conference.

Sale of Merchandise: Exhibitors may, with prior approval from CSBA, sell products on the exhibit floor during regular exhibit hours, provided that (1) the product relates directly to the field of education and (2) the vending exhibitor holds CSBA harmless from every claim of any kind that may arise from the sale of such products, including without limitation, any consumer suit, whether in a court of law or equity or in an administrative forum. CSBA reserves the right, in their sole discretion, to prohibit or discontinue sales for any reason, at any time. Exhibitors are responsible for any and all permits required by law or local ordinance. This does not affect Exhibitors engaging in non-monetary exchanges such as placing merchandise orders. For applications and information, please contact the Taxpayer Assistance Section or the California State Board of Equalization at (800) 400-7115.

General Rules: No part of the building shall be defaced in any manner, nor shall signs or other articles be projected, posted, nailed, or otherwise affixed to any pillars, walls, doors, or other parts of the building. Exhibitors will be liable for the cost of removing excess debris. All internal combustion driver vehicles or machinery using flammable fuels involved in a display must have the least amount of fuel required (between one-eighth of a tank and empty). Gas caps must lock or be sealed with tape. Batteries must be disconnected while on display. Display of vehicles must obtain the San Francisco Fire Department's approval prior to November 5, 2018.

Noise and Sound: Musical instruments, radios, sound-motion picture equipment, record players, video projection, noise-creating devices, or amplifying systems shall be operated only at a level that will not interfere with other exhibitors or add unduly to general acoustical inconvenience, and their operation must conform to CSBA requirements. All audiovisual must be in accordance with the requirements of local fire prevention authorities, and in harmony with any agreements entered into between CSBA, owners of the conference facilities, and labor unions. All plans for installation and operation of audiovisual equipment must be approved by CSBA before the conference.

Storage of Packing Boxes and Cases: Exhibitors will not be permitted to store empty packing boxes or cases in booths during exhibit periods. When properly marked for identification and upon Fire Marshall approval, these items may be stored at owner's risk and expense elsewhere in the building. If allotted building storage space is not Fire Marshall approved, exhibitors must contact GES, the show decorator, for alternate instructions.

Insurance: The exhibitors, their independent contractors, and their agents of every kind agree to obtain and furnish a certificate of insurance to CSBA for the following insurance coverage during the dates of the CSBA conference (including move-in and move-out days): (a) comprehensive general liability insurance coverage including protective and contractual liability coverage of a minimum of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$1,000,000 per incident for fire damage. Such coverage shall extend to the acts and omissions of exhibitor, its employees, servants, independent contractors, and agents of every kind; (b) employer liability insurance with minimum limits of \$1,000,000 per accident; (c) worker's compensation/occupational disease coverage in full compliance with federal and state laws; (d) comprehensive general automobile liability insurance covering owned, non-owned, and hired vehicles, including loading/unloading hazards with bodily injury limits of a minimum of \$1,000,000 per incident. The City of San Francisco and CSBA shall be named as additional insured's on all such insurance. Claims made policies are not acceptable. Such policies may not be cancelled without 30 days notice to CSBA and the City of San Francisco.

» **Union Jurisdiction:** Many services provided to exhibitors and contracted for by exhibitors are under local union jurisdiction. Official contractors assigned by CSBA are normally subject to union regulations. Exhibitors must comply with applicable union requirements. When contracting for labor help, exhibitors must employ only from official contractors recognized and assigned by CSBA. Further, union jurisdictions prevail over all setup and dismantling of exhibits, including signs and laying of carpet. This does not apply to the unpacking and placement of your merchandise. You may setup your exhibit display if one person can accomplish the task in less than 30 minutes without the use of tools. If your exhibit preparation, installation or dismantling requires more than 30 minutes, you must use union personnel supplied by the Official Decorating Contractor. As an exhibitor, when union labor is required, you may provide your company personnel to work along with a union installer on a one-to-one basis.

» **Material Handling:** Union jurisdictions prevail over the operation of all material handling equipment, all unloading, reloading and handling of empty containers. An exhibitor may move only material that can be hand carried by one person in one trip, without use of dollies, hand trucks or other mechanical equipment.

Copyright Policy: The Copyright Laws require the payment of a user fee before any performance of copyrighted work (such as music or literature). Exhibitors are responsible for procuring permission to use any copyrighted work that is performed, broadcasted, or displayed by such exhibitor during the CSBA conference and to be prepared to furnish proof to CSBA of compliance with all intellectual property laws, including but not limited to copyright laws, if requested. Each exhibitor assumes full liability for any infringement of the Copyright Act committed by or on behalf of such exhibitor and agrees to hold CSBA and their employees and agents harmless and to assume all costs and damages for any direct or indirect liability CSBA may incur by such infringement. For any infringement committed, each exhibitor agrees to assume the duty to defend, including paying for all costs associated with the infringement defense, giving CSBA right to control litigation and choice of counsel.

* *Booths must be staffed by exhibitor at all times during exhibit hours.*

Nonliability: It is expressly understood and agreed by each and every contracting exhibitor and his or her guests that neither CSBA, nor their employees, nor their contactors shall be liable for loss or damage to the goods or properties of exhibitors. Security will be furnished, and the furnishing of such security shall neither be deemed to increase the liability of CSBA, their members, representatives, officers, or employees, nor to modify in any way the assumption of risk and release provided for herein. All property of the exhibitor is understood to remain under his or her custody and control in transit to, within, or in transit from the confines of the Exhibit Hall, subject to the 2018 Rules and Regulations of this conference.

Indemnification: By signing the contract, exhibitor releases and agrees to indemnify CSBA, their managers, officers, members, sponsors, employees, and agents, and save them harmless from any suit or claim for property damage or personal injury (including punitive damages) by whomsoever sustained, including exhibitor and its employees, servants, independent contractors, and agents of every kind or employees on or about the exhibitor's display space or arising out of exhibitor's participation in the exhibition.

Performance: The performance of this contract by either party is excused if made impossible or illegal by acts of God, war, government regulation, disaster, civil disorder, curtailment of transportation facilities, power outages, or other emergency over which any party has no control.

Complete Agreement: This Agreement may be terminated for one or more of such reasons by written notice from one party to the other, but upon termination for such reason, exhibitor is not entitled to a refund or reimbursement. The exhibitor does not have the right to request a refund because the facility fails to provide any service (e.g., electricity goes out and attendees cannot see exhibit). Failure by the exhibitor to honor any representation, warranty, or guarantee by the exhibitor shall render the exhibitor liable for direct and consequential damages, expenses, allocations of overhead, etc., including but not limited to, reasonable attorneys fees. This agreement represents the complete understanding of the parties and may be amended, modified, or otherwise altered only pursuant to the mutual written agreement of the parties.

Definitions: As used herein, the following definitions apply: (1) "exhibitor" means that person, company, organization, or other entity that contract to use one or more exhibit booths, upon the front side of this document; (2) "owner" means that person, company, municipality, or other entity, or any combination thereof, that bears the ultimate legal responsibility by virtue of leasehold or otherwise, for operation of the conference hall, whether or not the same is legal owner thereof; (3) GES Exposition Services, Inc., 7050 Lindell Rd., Las Vegas, NV 89118, (800) 475-2098, fax: (866) 329-1437, email: servicenter@ges.com is the official decorator of the Show and therefore the coordinator of special or unusual types of exhibits.