2025 EXHIBITOR RULES AND REGULATIONS

- 1. Payment Policy Upon receipt of your signed contract for 2025 NCE, AASA will rent exhibit space for you based on 2025 availability at time of signing. You are responsible for at least 50% of your contract total upon receipt of your signed contract. Prior to June 7, 2024, all Exhibit Contracts require a fifty percent (50%) payment of the total booth rental fee for the space requested upon receipt of signed contract. The remaining 50% payment will be due August 23, 2024. Company is responsible for payment per payment policy outlined in this contract. For exhibit space contracted after June 7, 2024, Exhibitor will be responsible for 100% payment upon submission of signed contract - unless prior arrangements are made and approved by AASA. No exceptions. Should Exhibitor fail to pay for exhibit space in full by August 23, 2024, unless prior arrangements are made and approved by AASA in advance of this date, AASA shall have the right to retain the Exhibitor's deposit and resell, use or otherwise dispose of the Exhibitor's space in any manner deemed appropriate by AASA. Customer is still responsible for full invoice total as contracted. Cancellation, for any reason, does not release Exhibitor from their contract total and invoice. Failure to make payment will be considered a cancellation by the Exhibitor and shall entitle AASA to recover liquidated damages as provided in Cancellations/Refunds below. No goods shall be brought into the Ernest N. Morial Convention Center (New Orleans, LA) until all bills accumulating against Exhibitor are fully paid.
- 2. Cancellations/Refunds Cancellations must be made in writing via email to VP of Sales, Kathy Sveen at ksveen@smithbucklin.com and confirmed in writing as officially cancelled. Company will remain an exhibitor and/or advertiser/sponsors as contracted, and remain on the floorplan (if booth purchase applies) until formal email cancellation confirmation is confirmed by Kathy Sveen for the event. Requests for cancellation cannot be taken over the phone. If Exhibitor is paid in full and cancels their booth space in writing on or **before 5 p.m.** EST, June 7, 2024, they will receive a refund less 50% of the total rental cost for each booth requested. Any company canceling June 7, 2024, or later forfeits the entire booth rental fee (no exceptions). Should an Exhibitor cancel a portion of their space after June 7, 2024, Exhibitor is responsible for, and AASA retains, 100% of their original booth fee on the cancelled partial space as a cancellation fee. Cancellations are effective as of the date of receipt and/or cancellation confirmation by AASA. If a company does not occupy and exhibit in the designated space at the opening of the Exposition, and has not given AASA the required written notice of cancellation, AASA shall have the right to use the exhibit space in such a manner as it may deem in the Exposition's best interest. Failure to occupy exhibit space does not relieve the Exhibitor from their obligation to pay the full booth rental fee.

- 3. Exhibits, Eligibility, Assignment and Relocation AASA reserves the right to determine the eligibility of any company or product for inclusion as an Exhibitor. Exhibitor understands and agrees that AASA has sole discretion on the assignment of booths and is under no obligation to assign Exhibitor any of the five booths preferred by the Exhibitor. AASA reserves the right to alter Exhibitor's assigned location any time at its sole discretion if deemed in the best interests of the exhibit. AASA also reserves the right to alter the Exhibit Hall floor plan at any time.
- 4. Moving and Removal of Exhibits Exhibits may be moved into the hall beginning at 8 a.m. on Wednesday, March 5, 2025. No materials can be accepted in the Exhibit Hall before this time without prior approval by AASA. Exhibits must be set up by 6 p.m. on Wednesday, March 5, 2025. Displays must remain fully intact and manned during Exposition hours. In case of attachments or other legal proceedings brought, AASA reserves the right to take charge of exhibits.
- **5. Subletting Space** No Exhibitor shall assign, sublet or apportion the whole or any part of the space allotted to him, or them, or exhibit therein, any other goods, apparatus, etc., than those manufactured or sold by the Exhibitor in the regular course of business. Sub-divisions and subsidiary organizations that share space with a parent company will not be recognized as an Exhibitor.
- 6. Exhibit Services and Exhibitor-Appointed **Contractors** — As a convenience to Exhibitors. AASA has selected certain firms as official contractors for the 2025 Exposition, with labor and equipment to be provided at prevailing rates and terms. The official service contractor for AASA's National Conference on Education is Freeman, AASA assumes no liability or responsibility whatsoever related to the performance or non-performance by such firm or firms. Exhibitors who plan to have an Exhibitor Contractor (other than the official service contractor) unpack, erect, assemble. dismantle and pack display/equipment must abide by the following regulations: The Exhibitor shall notify AASA in writing by January 10, 2025, and provide the name of the contractor, address and the supervisor who will be in attendance. Failure to make such notification will result in refusal of admission to Exhibitor-Appointed Contractors.
- 7. Displays Exhibitors must adhere to IAEE guidelines for all displays/exhibits. Exhibitor displays that do not meet IAEE guidelines must be approved by Show Management prior to the Conference. Exhibitors who assemble a display that does not meet IAEE guidelines or obstructs sight to other Exhibitor booths will have their booths moved, rearranged or dismantled at the Exhibitor's expense.

- 8. Empty Crates and Boxes Exhibitors may not store containers, crates or boxes in their booths. AASA has the right to enforce this policy at the exhibiting company's expense. All Exhibitors may request that the official service contractor store empty crates and boxes for reuse prior to the opening of the Exposition. Excelsior and paper will be removed from all packing boxes before going to storage.
- 9. Shipments of Exhibits All shipments by rail, motor freight or air must be prepaid and made on a straight bill of lading and carefully prepared to show number of pieces, weight classifications, carrier, routing to show, delivering carrier, etc. A copy of bills of lading and notice of shipment should be mailed to the official service contractor at the address listed in the Exhibitor Service Manual. Shipments made in Exhibitor's own truck or not covered by bills of lading must be accompanied by a delivery ticket showing number of pieces, weights, etc. All shipments must be prepaid. Shipments consigned to the official service contractor will be received, handled, sorted and delivered to the Convention Center docks at the rates listed in the Exhibitor Service Manual. All labor will be at prevailing rates. Minimum charges will be listed in the Exhibitor Service Manual.
- 10. Placement and Care of Exhibit Space All goods of reasonable weight and bulk will be placed in exhibit space by AASA or its appointed contractors. Exhibitor shall properly protect and maintain its exhibit space and appurtenant property. Exhibitors shall pay AASA or its designee the cost of restoring Exhibitor's space and appurtenances to the condition of initial use by the Exhibitor; reasonable wear and tear expected.
- 11. Floor Covering All Exhibitors must carpet/cover the floors of their entire booth area. Any booth not carpeted by 3 p.m. on Wednesday, March 5, 2025, will be done so by Freeman at the Exhibitor's expense.
- 12. Exhibitor Admission and Access Exhibitors earn five (5) complimentary registrations per 100 square feet of space (or each 10' x 10' booth rented) and one (1) complimentary full conference registration per company. Additional exhibit registrations may be purchased for \$80.00 each. All company representatives must register upon arrival and wear AASA-furnished identification badges at all times. Exhibitor registrations are nontransferable and non-refundable. Exhibitors and distributors will be allowed to enter the Exhibit Hall ONE HOUR before the Exposition opens each day. Please note that for security of the Exhibit Hall, there are no exceptions to this policy. If an exhibitor cancels their booth, they forfeit their complimentary hall only and full conference badges. See section 2 for more details around cancellations.

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13. Conflicting Meetings and Social Activities — In the interest of the success of the entire convention, Exhibitor agrees not to extend invitations to meetings, receptions or other social events, or otherwise encourage attendee absence from the convention or Exhibit Hall, during official show hours. Exhibitors must obtain approval from Show Management for all activities planned during the course of the convention. AASA reserves the right to request and enforce cessation of any non-approved activity as it sees fit.

14. Sodexo Live! holds the exclusive rights to all food and beverage within the Ernest N. Morial Convention Center in New Orleans, LA. This exclusive agreement prohibits exhibitors or other event participants from bringing food, beverage or alcohol into the Ernest N. Morial Convention Center in New Orleans, LA without the written approval of Sodexo Live!; this includes private labeled bottled water. Exhibitors are not permitted to sell food or beverage in the Ernest N. Morial Convention Center in New Orleans, LA.

For alcoholic beverage sampling per the State of Louisiana regulations, samplings must be limited in duration to one day per variety or specific flavor. Example, a distillery can sample a Cabernet Sauvignon today but tomorrow they would need to sample a Chardonnay.

All food and beverage items in the exhibit halls must be purchased through the food and beverage department. This includes bottled water.

- Exhibitor catering does not supply tables or electrical for your booth.
- Please order this equipment through your service contractor.
- All food and beverage orders require full payment in advance. We accept American Express, Discover, Mastercard, Visa or company check. Please make checks payable to Sodexo Live!.
- MCCNOFB requires payment by credit card for all advance and onsite orders.
- Disposable service ware is used on all food and beverage functions on the exhibit floor.
- Menu items and prices are subject to change without notice. CDC, State & Local Policies Guidelines & Recommendations Sodexo Live! will adhere to all CDC, State & Local policies. We reserve the right to modify or cancel a service if we are no longer able to execute due to changes from authorities or if a safe working environment is not available at time of service.

Cancellation Policy

Full charges will be applied to cancellation of any menu items received within 3 business days, prior to delivery.

Alcohol

All alcohol sales and consumption in the New Orleans Convention Center are regulated by the Louisiana Alcoholic Beverage Control, and Morial Convention Center New Orleans Food and Beverage (MCCNOFB) is responsible for the administration of these regulations. No alcoholic beverages are allowed to be served by anyone other than a MCCNOFB Department Bartender. MCCNOFB prohibits exhibitors and event participants from removing alcohol from the New Orleans Convention Center. Alcoholic products will be delivered to your booth at the scheduled time of your service and removed from your booth at the conclusion of your event by the attending MCCNOFB bartender. No product can be transferred for use the following day(s).

Staffing

Booth Attendant* \$45 per hour Bartender* \$45 per hour

Chef* \$75 per hour Delivery Fee \$30 per trip

*Minimum of (5) hours

A 23% service charge and current sales tax will be added to all food, beverage and labor fees. Menu items and prices may be subject to change without notice.

A \$30.00 delivery fee will be applied to all above orders. Exhibitor booth catering does not supply tables for your booth. You must order these through your service contractor.

Service Charges and Tax

A 23% "house" or "administrative" charge will apply to all food, beverage, labor and fees (including corkage). Current state and local sales taxes apply to all food, beverage, labor charges, equipment rentals and service charges, and are subject to applicable tax laws and regulations. The "house" or "administrative" charge of 23% is added to your bill for the catered event/function (or comparable service) which is used to defray the cost of set up, break down, service and other house expenses. No portion of this charge is distributed to the employees providing the service. You are free, but not obligated to add or give a gratuity directly to your servers. If the customer is an entity claiming exemption from taxation in the state where the facility is located, the customer must deliver to MCCNOFB satisfactory evidence of such exemption thirty (30) days prior to the event in order to be relieved of its obligation to pay state and local sales taxes.

15. Prize Drawings and Promotions — All drawings, promotions, prizes and related activities must be pre-approved by Show Management prior to the Conference and Exposition. No drawings or sweepstakes that require the purchase of raffle or lottery tickets

are permitted. Drawings must be available to all paid AASA attendees (except persons under 18 years of age, Exhibitors and exhibit personnel, and AASA staff). Registration for drawings must be done within the confines of the rented exhibit booth(s) and may not distract from other Exhibitor displays. No cash prizes, automobiles or food/beverages may be awarded as prizes. Exhibitors cannot require attendees to be present to win. AASA reserves the right to request and enforce cessation of any activity as it sees fit.

16. Sponsorship Items — All inventory is firstcome, first-serve upon receiving a signed sponsorship contract. Customer acknowledges and accepts that this custom sponsorship and pricing is confidential to their company and will not share details with others. Offer is for 2025 NCE only. Sponsorships are not exclusive. The agreement as per AASA's 2025 NCE advertising & sponsorship prospectus constitutes the entire sponsorship agreement between the sponsoring company and AASA. AASA sponsor engagements are not exclusive unless specifically noted in sponsors agreement. No modification or amendment to this Agreement shall be effective unless made in writing and signed or acknowledge by the parties to be bound. By completing and returning a sponsorship contract, the party listed acknowledges that this document becomes a binding contract between sponsoring company and AASA. Sponsor, by signing, confirms they have read, understand and agree to all rules, regulations, and terms of this agreement and understand and accept the rules and regulations for their custom sponsorship program with AASA, per AASA's 2025 NCE advertising & sponsorship prospectus. Exclusive* sponsorship items, which may be distributed only by AASA-approved corporate supporters, are as follows: AASA Official Badge Holder, AASA Official Portfolio Bag, AASA Hotel Key Cards. *No Exhibitor other than the official AASA supporter will be permitted to produce/distribute these items at the 2025 National Conference on Education. Companies violating this rule will have items confiscated and will lose all priority points for the 2026 National Conference on Education. Exclusive sponsorship items are subject to change.

17. Insurance — AASA shall not be liable for loss or damage of any article of equipment or property of Exhibitor that Exhibitor may suffer during installation or removal or during the exhibit itself, by reason of robbery, fire, accident or any other destructive cause. Insurance must be placed by the Exhibitor. Exhibitor shall, at its own expense, secure and maintain through the period of the exhibit, inclusive of move-in and move-out days, the following insurance: (a) workers' compensation insurance; (b) employer's liability insurance with limits not less than \$1,000,000 each accident; and (c) comprehensive general liability insurance with limits not less than \$1,000,000 each (occurrence combined single limit) for bodily injury and property damage. Required comprehensive general liability and

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liability insurance policies shall name AASA, its affiliates and their respective officers, directors, agents and employees, as additional insurers.

- 18. Indemnification and Waiver Exhibitor agrees to indemnify, hold harmless and defend AASA, the Ernest N. Morial Convention Center and the city of New Orleans, LA and their respective members, officers, directors, agents and employees ("indemnities") from and against any and all liabilities, damages, actions, losses, claims and expenses (inclusive of attorney's fees) on account of personal injury, death, or damage to or loss of property or profits arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the Exhibitor or its employees, agents, contractors, patrons and invitees. Exhibitor hereby waives each and every claim that arises or may arise in its favor against any one or more of the indemnities for any and all losses of damage covered by valid and collectible insurance. Such waiver precludes the assignment of any claim by subrogation or otherwise.
- 19. Protection of Facilities and the Public Exhibitor shall not use the exhibit facilities or permit them to be used by any employee, patron, contractor or invitee: (a) for any illegal purpose; (b) in conflict with any applicable law, ordinance, rule or regulation of any governmental authority; (c) in any manner that could violate the insurance or increase the rate of insurance on the facilities; (d) in any manner that constitutes any waste or nuisance; (e) in any manner that causes any injury to the facilities; or (f) in violation of any applicable rule or regulation issued by management of the exhibit facilities.
- 20. Facilities Rules Exhibitor agrees to comply with all rules and regulations prescribed by the management of the exhibit facilities, meet the requirements of all local authorities, and obtain, at their own expense, any necessary permits, licenses or equipment, should any be required for the particular individual displays or the particular exhibit of the Exhibitor. Exhibitor agrees that failure to conform to all facilities and city rules and regulations may result in the close of its exhibit by AASA.
- 21. Audiovisual Equipment Audiovisual equipment that will enable Exhibitors to show manufacturing processes and similar matters may be used providing the users adhere strictly to the following provisions: The machines must be self-contained, fireproof, acceptable to the Ernest N. Morial Convention Center in New Orleans, LA, Fire Management Plan, and safe in every detail; the sound must be kept at a volume not to exceed that of normal conversations, 80 decibels; it must not interfere with neighboring Exhibitors, and must be devoted exclusively to the business of the Exhibitor; the operator must be in the space, not in the aisle; the film and/or tape must be approved by the Ernest N. Morial Convention Center in New Orleans, LA, Fire Management Plan.

- 22. Violations If Exhibitor defaults in the performance of any term of this contract (inclusive of payment of fees, maintenance of insurance, and compliance with any and all rules and requirements concerning the use of the exhibit facilities), AASA, at its option, may immediately terminate this contract. Upon such termination, Exhibitor's rights and privileges under this contract shall terminate, and AASA shall have the right to take possession of the space occupied by the Exhibitor and to remove all persons and goods, without any liability whatsoever to the Exhibitor. In addition, AASA shall be entitled to recover any and all damages caused, in whole or in part, by such default, including liquidated damages. AASA shall be entitled to pursue any and all appropriate remedies and to recover attorney's fees and costs. To secure performance of Exhibitor's obligations under this contract, Exhibitor hereby grants AASA a lien against all property of the Exhibitor in the exhibit facilities.
- **23. Union Labor** Exhibitors shall be bound by all contracts in effect between service contractors, the Ernest N. Morial Convention Center and labor organizations.
- 24. Miscellaneous AASA shall not be liable for failure to perform its obligations or those of the Exhibitor, if prevented from doing so by any cause beyond its reasonable control, inclusive of fire, flood, riot, earthquake, hurricane, civil commotion, insurrection, Act of God, labor disputes, strikes, war, shortage of or inability to obtain materials, supplies or utilities, or any law or government action that becomes effective after the date of execution of this contract. If any provision of this contract is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof. The headings of this contract are intended for convenience of reference and shall not affect their interpretation. This contract contains the entire understanding of the parties, and there are no representatives, warranties or undertaking other than those expressly set forth herein.
- **25. Cancellation of Show** If for any reason beyond AASA's control AASA determines that The National Conference on Education must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed (including but not limited to switching to a virtual experience instead of an in-person event), space rental fees or deposits already paid will be returned to Exhibitors on a priority basis after all related show expenses incurred by AASA through the date of cancellation have been met plus an administrative fee and overhead charges. Exhibitor understands that it may lose all monies it has paid to AASA for space in the Show, as well as other costs and expenses it has incurred, including travel to the Show, set up, lodging, decorator freight, employee wages, etc. Exhibitor, as a condition of being permitted by AASA to be an Exhibitor in the Show, agrees to indemnify, defend and hold harmless AASA, its directors, officers employees, agents and

- subcontractors from any and all loss that Exhibitor may suffer as a result of Show cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside AASA's control. The terms of this provision shall survive the termination or expiration of this Contract.
- 26. Amendment to Terms and Conditions Any and all matters or questions not specifically covered by the terms and conditions contained herein shall be subject to the sole discretion of AASA. AASA may, in its sole discretion, make reasonable changes, amendments or additions to these terms and conditions. Any such changes shall be binding on Exhibitor equally with the other terms and conditions contained herein.
- 27. Official Show Management Management of the Exhibition will be orchestrated by Smithbucklin Corporation. They are responsible for assigning exhibit space and managing pre-show and onsite logistics. They also act as a liaison between AASA and the Exhibitors and contractors. If you have any questions about your exhibit booth, we encourage you to contact Smithbucklin directly at 312.673.5387 or KKwasniak@smithbucklin.com.
- **28.** Music Music at any function held in conjunction with this show is subject to applicable copyright and licensing fees charged by ASCAP and/or BMI. It is the sole responsibility of the Exhibitor to pay applicable fees. For more information about licensing fees, visit www.ascap. com or www.bmi.com.
- 29. Personal Information Consent Exhibitor acknowledges that personal information of all its company contacts may be used by AASA: (A) To fulfill the purpose and obligations of this contract; (B) To communicate other information about AASA; (C) To engage in outreach to solicit corporate support of AASA in the future; and (D) In furtherance of any other purpose outlined in AASA's privacy policy. Exhibitor represents it is authorized by all its company contacts to provide the preceding acknowledgement on their behalf.
- 30. The publisher reserves the right to refuse any advertising for any reason, at its sole discretion. AASA reserves the right to pick up existing artwork files if artwork is not received by published close date per media kit. If AASA doesn't have artwork files and doesn't receive artwork, or any other needed items for selected advertisina/traffic builders/ sponsorships, customer is still responsible for payment on invoices for those months contracted. Publisher will not be bound by conditions that appear on contracts that conflict with AASA policies. Signed contracts may reflect special policies per programs with AASA. Contracts for these items are noncancelable by customer, limited in inventory, and subject to approval by AASA.