

CUPA-HR Annual Conference & Expo 2012 | September 9-11, 2012
Boston Marriott Copley Place | Boston, Massachusetts

CONTRACT TERMS & CONDITIONS

General Information

TERMS OF PAYMENTS - A 50% NON-REFUNDABLE DEPOSIT IS DUE WITH APPLICATION AND CONTRACT. BALANCE IS DUE BY June 8, 2012. A nonrefundable deposit of one-half the total fee for exhibit booth space must accompany the Application and Contract. The booth deposit must accompany the Application and Contract for booth assignment to be made. The balance must be paid in full before June 8, 2012.

If you remit the Application and Contract after June 8, 2012, the full amount is due. Failure to make full payment by June 8, 2012 may result in cancellation of your contract, forfeiture of your deposit, and reassignment of your booth space. To take advantage of member discounts, you must have paid your membership dues in full for the 2012-2013 fiscal year (July 1, 2012 – June 30, 2013.)

CANCELLATIONS — Cancellation of reserved exhibit space must be received in writing by March 25, 2012. Send an e-mail to exhibits.info@mra-services.com. Telephone cancellations will not be accepted. 50% of each booth fee is non-refundable. The remainder will be refunded if the request is postmarked on or before March 25, 2012 and ONLY if the Exhibit Hall sells out. Exhibitor forfeits entire booth fee if cancellation is received after March 25, 2012 and the Exhibit Hall is not sold out. In no case will a refund be made for a cancellation postmarked later than March 25, 2012. The CUPA-HR Trade Show manager will confirm receipt of all cancellation notices. CUPA-HR will only honor cancellation requests whose receipt has been confirmed.

ENDORSEMENT - An organization's relationship with CUPA-HR does not indicate that CUPA-HR endorses the organization's product or services.

Exhibits

AUDIO/VISUALS - Extremely loud noises such as bells, sirens, and buzzers will not be permitted. In general, sound devices must be tuned to conversational level and should not be objectionable to neighbors.

BOOTH ASSIGNMENTS - Exhibit booths are assigned on a first-come, first-served basis with priority given to CUPA-HR sponsors and members.

BOOTH - Eight feet deep (aisle to back wall) and 10 feet wide. The back drape will be 8 feet high; the side drape will be 3 feet high. Please limit the height of displays as follows: from the back wall 4 feet towards aisle, display should be no higher than 8 feet. From this mid-point, out to the aisle, the display height should be no more than 4 feet.

Island Booth - Bordered on all four sides by aisles. No sight line restrictions. The height of all structures within the booth cannot exceed 10 feet.

CHARACTER OF EXPOSITION - CUPA-HR reserves the right to exercise its sole discretion in the acceptance or refusal of applications. Each applicant will receive a confirmation within 30 days of receipt.

COMPETITIVE EVENTS - No activities shall be scheduled during the time of CUPA-HR's official program hours except with the express permission of CUPA-HR.

DAMAGE OF PROPERTY - Employees of participants and their agents are permitted to do nothing that will damage the premises, property, or equipment of other participants. Signs or articles may not be affixed, nailed, or otherwise attached to walls, doors, and other structures in a manner that damages these structures. Participants and their agents are not allowed to bring articles into the hotel or to act in any way on hotel premises that will invalidate the insurance or increase the premium of the policies held by the hotel management. All leased space is subject to these restrictions. Violations of these restrictions will annul the participant's contract, and the participant will be held liable for any damage resulting from such violations.

DISMANTLING - All space MUST be vacated by 3:00 PM, Tuesday, September 11, 2012. If spaces are not vacated by that time, CUPA-HR reserves the right to remove materials and charge the expense of removal and storage to the participant. CUPA-HR will not be held liable for damage that such removal and storage causes to materials.

DISPLAY REGULATIONS - No exhibit may block or interfere with a neighboring exhibit as determined by show management. No exhibit may have loud sounds or activities that interfere with neighboring booths as determined by show management. All exhibit space must conform to IAEE Guidelines for Display Rules & Regulations updated 2011.

EXHIBIT PACKAGE - One standard booth space is 8' X 10'. The exhibit hall area will be carpeted. CUPA-HR shall supply the following at no additional charge to the participating exhibitor: a draped back wall; two draped side wings; one booth identification sign; one 6' draped and skirted display table; two chairs; two chairs, hall security, and one wastebasket.

FIRE DEPARTMENT REGULATIONS - All decorative materials must be flameproof.

INDEMNITY - Neither CUPA-HR nor the hotel's managers, officers, agents, employees, or representatives shall be held accountable or liable for actions or omissions of exhibitors and are hereby released from accountability or liability for any damage, loss, harm, or injury to the person or property of the applicant or any of its officers, agents, employees, or representatives that results from theft, fire, employees' actions, or other causes. Neither CUPA-HR nor the hotel management will obtain insurance against any such damage, loss, harm, or injury. Exhibitors hereby agree to indemnify, defend, protect, and hold harmless CUPA-HR and its representatives and agents as well Boston Marriott Copley Place management, officers or directors, agents, employees, subsidiaries, and affiliates from any and all claims, demands, suits, liability for damage, loss, harm, or injury to the person or property of the applicant or any of its officers, agents, employees, or other representatives which arise from or out of the exhibitor's occupancy and use the exhibition premises, the hotel or any part thereof. Claims include claims of loss of property, damage, loss, harm, or injury to the person or property of the participant or any of its officers, agents, employees, or other representatives.

INSURANCE - Insurance and liability are the sole and full responsibility of the exhibitor. Participants are advised to consult their insurance brokers for proper coverage of display material from the time the material leaves the company's premises until it returns. CUPA-HR must be given a copy of the exhibitors' certificates of insurance at least 30 days before the exposition.

DISABILITY PROVISIONS

Exhibitor shall have sole responsibility for ensuring that its exhibit is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Exhibitor will ensure the accessibility of its exhibit space, and agrees to hold harmless and indemnify ASTD against any claims, damages, loss or exposure, including reasonable attorney's fee and costs, arising out of or related to any alleged ADA violations.

INSTALLATION & BOOTH ABANDONMENT - Exhibitor displays must remain assembled and staffed throughout all exhibit hall hours. Late setups may not be done while expo is open. Dismantling of booths before the official close of the exhibit hall is strictly prohibited. Late setups and early tear downs will be considered 'booth abandonment' and CUPA-HR will charge \$150 per half hour that booth is either not setup or torn down early. CUPA-HR will charge \$150 per half hour that booth is not staffed during open expo hours. CUPA-HR reserves the right to deny exhibitors entrance to future CUPA-HR events if they dismantle booths early.

SALES OF PRODUCTS - The CUPA-HR Expo provides a showcase for products and services for higher education administration. The program is held strictly as a means of information exchange. Participants may not make sales but may take orders in the exhibit area.

SHOW MANAGEMENT - The participant agrees that CUPA-HR shall have the right to make such rules, regulations, and arrangements or changes in same, as CUPA-HR deems necessary. CUPA-HR shall have the final determination and enforcement of all rules, regulations, and conditions.

SOLICITING - Promotional activity is limited to the confines of the space assigned by CUPA-HR. 'Working' the aisles, general areas, or spaces assigned to others is prohibited.

STORAGE IN BOOTH - No shipping containers may be stored in the booth space.

SUBLEASING AND SHARING OF EXHIBIT SPACE IS PROHIBITED - Participants may neither assign nor sublet any space allotted to them and may not advertise or display goods (other than those manufactured, distributed, or sold by them in the regular course of business) without authorization by CUPA-HR.

UNOCCUPIED SPACE - Should any rented space remain unoccupied one hour before the exhibit hall opens and for any time thereafter, CUPA-HR reserves the right to rent such space without making a refund to the original renter.

PARTICIPANT MAILING LIST - Conference participant electronic mailing lists are for a one-time use only with prior CUPA-HR approval. Promotions cannot be mailed without CUPA-HR advanced approval. Please send your copy for approval using the online form that show management provides.

All mailings are subject to the following terms and conditions:

All list requests must be received and attendee communication must be sent by exhibitor no later than 30 days after last day of conference.

Any use of the CUPA-HR name and/or logo is proprietary and may not be used without prior approval from the CUPA-HR National Office. Exhibitor agrees not to directly or indirectly disclose or provide to any third party other than employees of exhibiting company, CUPA-HR computer readable data file or any information contained thereon except with the express written consent of CUPA-HR.

Exhibitor is specifically prohibited from unauthorized reproduction of the CUPA-HR computer readable data file or CUPA-HR attendee list in any manner. Exhibitor may not re-key, Xerox, photocopy, mimeograph or in any other manner reproduce the CUPA-HR attendee list or the information contained from the computer readable data file.

CUPA-HR reserves the right to deny requests that are intended for mailings in conflict with its programs, principles or other interests. Each exhibiting company is entitled to one list request per conference for a one-time use.

Advertising

ACCEPTANCE OF ADVERTISING - Advertisers and advertising agencies assume liability for all content, including text, representation, and illustrations, of printed and electronic advertisements; they assume responsibility for any claims arising there from made against the publisher. The publisher reserves the right to reject any advertising that it believes not in keeping with the publication's standards. The publisher may place the word 'advertisement' with copy that, in its opinion, resembles editorial matter.

Sponsorships

All sponsorships are subject to approval by CUPA-HR. Only CUPA-HR Annual Conference and Expo 2012 exhibitors are eligible to purchase sponsorships. Audiovisual, Internet connection, and phone charges for any sponsorship event or activity are the responsibility of the showcase exhibitor.

To take advantage of corporate member discounts, you must have paid your membership dues in full for the 2012-2013 fiscal year (July 1, 2012 – June 30, 2013.)

Exhibitor accepts terms and conditions of this contract with the exception of providing CUPA-HR with a copy of a certificate of insurance for the CUPA-HR Annual Conference 2012, September 9-11, 2012. In lieu of providing a certificate, I do accept all responsibility as an exhibitor for damage to materials in shipping or at the hotel and will hold CUPA-HR and the Boston Marriott Copley Place harmless from any liability caused by accident or injury related to my booth or materials.