



34TH ANNUAL CAREER AND TECHNICAL EDUCATION CONFERENCE

LOEWS' VENTANA CANYON RESORT and WESTIN LA PALOMA RESORT

**TUCSON, ARIZONA
July 18th-22nd, 2009**

TRADE SHOW AND MEDIA EXPO CONTRACT OF CONDITIONS TO EXHIBIT

The guidelines below are to be construed as part of all contracts. The Exhibits Coordinator and/or the Association for Career and Technical Education of Arizona (ACTE_{AZ}) reserves the rights to interpret them, as well as to make final decisions on all points the guidelines do not cover.

1. **EXHIBITION SPACE:** Exhibits will be conducted at Loews Ventana Canyon Resort, 7000 N. Resort Drive, Tucson, Arizona and/or the Westin La Paloma Resort, 3800 East Sunrise Drive, Tucson, Arizona.
2. **EXHIBIT HOURS/SPECIFICS:** July 20 and 21, 2009 from 7:00 a.m. to 5:00 p.m. on Monday and 7:00 a.m. to 4:00 p.m. on Tuesday.
3. **INSTALLATION AND DISMANTLING OF EXHIBITS:** Exhibits may be installed during the hours of 12:00 noon and 4:00 p.m. on Sunday, July 19, 2009.

Exhibitors will not be permitted to dismantle their exhibits or do any packing until 4:00 p.m. on Tuesday, July 21, 2009.

4. **CHARACTER OF EXHIBITS:** Products and/or services related to the educational, professional development for our members are suitable for exhibition. ACTE_{AZ} does reserve the right to prohibit products or services, they feel are not appropriate for this conference.
5. **DISPLAY SPACE NOT CLAIMED:** Space not occupied or claimed by 4:00 p.m. on Sunday, July 19, 2009 may be canceled or reassigned without refund.
6. **SIGNS, POSTER 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 Resort and / or Westin La Paloma Resort. All property destroyed or damaged by the exhibitor must be replaced in its original condition by the exhibitor at their own expense.

7. **RESTRICTION ON SELLING:** All over - the -counter sales of any kind that involve the exchange of currency for goods received during the exhibition are **STRICTLY PROHIBITED.**
8. **CANVASSING, SOLICITING, EXHIBITING:** The exhibitors are confined to their own booth(s). No other exhibitions may be held on the Hotel property in conflict with the ACTE_{AZ} 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.
9. **HOLD HARMLESS CLAUSE:** Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save The Arizona Department of Education, The Association for Career and Technical Education of Arizona (ACTE_{AZ}) and its Officers and Board of Directors and Consultants, AZ Tech Prep, Loews' Ventana Canyon Resort, Westin La Paloma Resort and Arizona Cine Drayage Company, 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 Resort, and/or the Westin La Paloma and their employees or agents. Loews' Ventana Canyon Resort, 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).

10. **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 Drayage Company.
11. **SECURITY AND SAFETY:** The Exhibit Coordinator, the Arizona Department of Education and the Association for Career and Technical Education of Arizona (ACTE_{AZ}), AZ Tech Prep and 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 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.**

12. **PROFESSIONAL MEETINGS:** All exhibitors are invited to attend any or all programs which may be of interest to them, space permitting. Meal functions, other than those already stated in "FACTS SHEET" would require payment of a fee. If a specific class you would like to attend has a fee attached to it for materials etc, that fee would need to be paid.
13. **LIGHTNING 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.
14. **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 ACTE_{AZ} 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.

15. **ACTE_{AZ} will do its best to honor the booth space requests of the exhibitors at their time of signing up;** however, ACTE_{AZ} does reserve the right to make any revisions if necessary to the final layout of the exhibitors' booths.
16. **NONPAYMENT AND CANCELLATIONS:** Payment for your exhibitor booth space is due in full by **June 19th, 2009**. All cancellations of exhibitor booths must be received in writing by **June 19th, 2009**. There will be a \$100.00 cancellation fee if the cancellation is received prior to the June 19th, deadline. Any cancellation received after the deadline date will be billed at full exhibitor rate. ACTE_{AZ} reserves the right to cancel booth space if payment in full is not made by this date.

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

Exhibit Representative	Date
------------------------	------

Company Name

Pam Ferguson, Exhibit Coordinator	Date Received
-----------------------------------	---------------

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

The Association for Career and Technical Education of Arizona (ACTE_{AZ})
20403 N. Lake Pleasant Road, Suite 117 – PMB 615, Peoria, AZ 85382
623-377-5118 (Office)
623-889-9980 (Fax)