



Exhibitor Agreement

Event	Venue
ACTEAZ & ACOVA Midwinter Leadership Conference (January 31 – February 2, 2024)	Prescott Resort & Conference Center Prescott, AZ 1500 Highway at 69, Prescott, AZ 86301

Exhibit Dates

Setup:	Thursday, February 1, 2024,	10:30 a.m. - 12:00 p.m.
Exhibit:	Thursday, February 1, 2024, Friday, February 2, 2024,	12:00 p.m. - 5:00 p.m. 7:30 a.m. - 11:30 a.m.
Shutdown:	Friday, February 2, 2024,	11:30 a.m. – 1:00 p.m.

The Parties

This Exhibitor Agreement (“Agreement”) is made and entered into this _____ day of _____, _____, by and between _____ (“Exhibitor”), and Association for Career and Technical Education of Arizona, a501C6 Non-Profit Corporation (“ACTEAZ”), each a “Party”, and collectively, the “Parties”.

Character of Exhibits

Only products and/or services related to education and professional development of our members are suitable for exhibition. ACTEAZ reserves the right to prohibit products or services they feel are not appropriate for this conference.

Unclaimed Display Space

Space not occupied or claimed on **Thursday, Feb. 1 by 2:00 p.m.** may be canceled or reassigned without refund.

Signs, Posters, and Literature

No nails, screws, or bracing wire may be used in erecting the displays without the consent of the Exhibit Coordinator or Prescott Resort & Conference Center. All property destroyed or damaged by the Exhibitor must be replaced in its original condition by the Exhibitor at their own expense.

Selling Restrictions

All on-site sales of any kind that involve the exchange of currency for goods received during the exhibition are **STRICTLY PROHIBITED**.

Canvassing, Soliciting, and Exhibiting

The Exhibitors are confined to their own booth(s). No other exhibitions may be held on the hotel property in conflict with the ACTEAZ 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.

Hold Harmless Clause

Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save ACTEAZ, and its Officers, Board of Directors, and consultants, the Arizona Department of Education, Prescott Resort & Conference Center (collectively, the "Indemnified Parties"), their employees and agents/officers harmless against claims for property damage or personal injury caused by Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof (each a "Claim"). The foregoing indemnity for such Claims shall apply only to the extent of the negligence of Exhibitor, its agents, contractors, or employees. For the avoidance of doubt, Exhibitor shall not indemnify, defend, or hold harmless the Indemnified Parties from Claims arising out of the negligence or willful misconduct of the Indemnified Parties.

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, 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) to the Association for Career Technical Education of Arizona.

Fire Protection, Machinery, Flammable Liquid, and Electricity

All draping or display material or cloth must be fireproofed. 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 Prescott Resort & Conference Center. Everything must be approved by Fire Marshal or their representative.

Security and Safety

The Exhibit Coordinator, ACTEAZ, the Arizona Department of Education and/or its agents cannot guarantee against loss or damage of any kind. The Association for Career Technical Education of Arizona will exercise reasonable care for the protection of Exhibitor's displays but cannot accept any responsibility for the loss or damage to, any of the said materials or displays. **EXHIBITORS MUST PROVIDE THEIR OWN INSURANCE. Proof of insurance is due January 19, 2024.**

Lighting and Power

General house lighting is provided for adequate illumination of the area.

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.

The Exhibitor warrants that all necessary licenses and permissions have been or will be obtained prior to using the contracted space. The Exhibitor agrees to indemnify and hold ACTEAZ 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.

Tradeshow Discretionary Power

ACTEAZ will do its best to honor the booth space requests of the exhibitors at their time of signing up; however, ACTEAZ does reserve the right to make any revisions if necessary to the final layout of the Exhibitors' booths.

Non-Payment and Cancellations

It is understood that ACTEAZ may cancel the show at its discretion. In the event of cancellation due to labor problems, weather, government regulation, fire, acts of God, or other causes beyond the reasonable control of ACTEAZ, then Exhibitors shall be reimbursed pro rata for any prepaid rent, less any and all legitimate expenses incurred by ACTEAZ related to the show, and after giving effect to any insurance recoveries. If cancellation by ACTEAZ is due to any other reason, there shall be a full reimbursement of prepaid rent. In no event, shall the amount of any refund to an Exhibitor exceed the amount of the booth rental fee.

Payment for your exhibitor booth space is due in full by **January 20, 2024**. All cancellations of exhibitor booths must be received in writing by **January 22, 2024**. There will be a \$100.00 cancellation fee if the cancellation is received prior to **January 22, 2024**, deadline. Any cancellation received after the deadline date will be billed at full Exhibitor rate. ACTEAZ reserves the right to cancel booth space if payment in full is not made by this date.

Exhibitor Staffing

Exhibit booths must be staffed during all exhibit hours in which the ACTEAZ Trade Show and Exhibits are open.

Giveaways, Promotions, Drawings

Exhibitors are permitted to give away plastic tote bags, notebooks, key rings, pens, pencils, and other small, inexpensive novelties, as well as literature describing their products and/or services. However, the distribution of beverages or foodstuffs in the exhibit area is strictly prohibited. Prize drawings, lotteries, raffles, or games of chance must be approved in advance by ACTEAZ.

Exhibitors may distribute printed advertising from within the confines of their own space but may not advertise outside of the exhibit space for which they have contracted. ACTEAZ reserves the right to decline or prohibit any giveaway or any advertisement or promotion that in its opinion is not suitable or in keeping with the character of the tradeshow or event.

Responsibility

It is the responsibility of the exhibiting firm to be fully familiar with these Rules and Regulations and to see that each member of the firm attending the Event, either as exhibit personnel or delegate, or both is also familiar with these Rules and Regulations.

Exhibitor Agreement Signatures

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

Representative Name

Company Name

Representative Signature

Date

ACTEAZ Coordinator

Date Received

NOTE: Please email your completed signed contract and Certificate of Insurance to shellyyork@acteaz.org.

ACTEAZ
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