

2010

ESA Showcase Agreement

Send completed agreement and full payment to:
Attn: AESA Exhibit Manager
53 Hotchkiss Grove Road • Branford, CT 06405
FAX NUMBER: 203-483-7550

25th Annual Conference
Savannah, Georgia
December 1-4, 2010



CONTACT INFORMATION

ESA Name: _____

Mailing Address: _____

Main Contact: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

Exhibits Contact (if different): _____ Telephone: _____

Email: _____

YES, WE WOULD LIKE TO SHOWCASE

Number of Booths: _____ Showcase Booth Amount: \$ _____ (\$750 per 10'x10' booth)

BOOTH CHOICE

(List in order of preference and refer to back of brochure for layout. See website for updated availability.)

1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____ 4th Choice: _____

METHOD OF PAYMENT

MasterCard VISA American Express PO No.: _____ Check No.: _____

Credit Card No.: _____ Expiration Date: _____

Name: _____ Signature: _____
(as it appears on the card)

The individual whose signature appears below represents and warrants that he/she has authority to enter into this agreement on behalf of the agency and hereby agrees to the terms set forth in this agreement, including those in the AESA Showcase Rules & Regulations. Please submit the white form to AESA and retain the yellow copy for your records.

Signature: _____ Date: _____

CONFERENCE PROGRAM LISTING (Due with Agreement)

Name of Agency (how it should appear exactly in the conference program):

Mailing Address: _____
(if different than above)

Website: _____

SHOWCASE DESCRIPTION (Due with Agreement)

Please describe in 40 words or less and attach to this agreement, and email to pyoung@aes.us

AESA SHOWCASE RULES & REGULATIONS

1. **EXHIBITS, ELIGIBILITY, ASSIGNMENT AND RELOCATION:** AESA reserves the right to determine the eligibility of any educational service agency (ESA) for inclusion as a Showcase Exhibitor (herein called "Exhibitor"). Acceptance of this contract should in no way be construed as an endorsement by AESA of either an agency or its products or services. Exhibitor understands and agrees that AESA has sole discretion on the assignment of booths. AESA reserves the right to alter Exhibitor's assigned location any time in its sole discretion if deemed in the best interests of the exhibit. Before exercising its discretion, AESA will consult with Exhibitor. Fees must be paid by credit card or with a check written on a U.S. bank account.
2. **CANCELLATIONS / REFUNDS:** Cancellations must be made in writing and cannot be taken over the phone. Any Exhibitor canceling booth space, in writing, on or before September 1, 2010, will receive a 50% refund. Any company canceling after September 1, 2010 forfeits the entire booth rental fee. Cancellations are effective as of the date of receipt. If the Exhibitor does not occupy and exhibit the designated product(s) in the exhibit space upon the opening of the conference, and has not given AESA the required written notice of cancellation, AESA shall have the right to use the exhibit space in such a manner as it may deem in AESA's best interest and the company will not receive a refund.
3. **FAILURE TO MAKE PAYMENT:** Should Exhibitor fail to make any scheduled payment by the specified date, AESA reserves the right to consider, as its sole option, said failure to be a cancellation of Exhibitor's contract. Under such circumstances, AESA shall have the absolute right to sell, use or otherwise dispose of Exhibitor's space in any manner deemed appropriate by AESA without any liability whatsoever to Exhibitor. Such cancellation by Exhibitor or failure to make payment shall entitle AESA to recover liquidated damages as provided in Cancellations/Refunds.
4. **CANCELLATION OF SHOW:** In the event the show is cancelled because of reason beyond the control of AESA, space rental fees or deposits already made will be returned to Exhibitors on a priority basis after all related show expenses incurred by AESA through the date of cancellation have been met plus an administrative fee and overhead charges. However, Exhibitors will not be reimbursed if the conference is canceled, postponed, curtailed or abandoned due to an act of war insurrection, radioactive contamination, pollution, or contamination.
5. **EXHIBIT SERVICES AND EXHIBITOR APPOINTED CONTRACTORS:** As a convenience to Exhibitors, AESA has selected certain firms as official contractors for the 2010 conference, with labor and equipment to be provided at prevailing rates and terms. AESA assumes no liability or responsibility whatsoever related to the performance or non-performance by such firm or firms. Information regarding official contractors will be sent in a separate email at a later date.
6. **EXHIBITS, MOVE-IN, AND REMOVAL OF:** Exhibits may be moved into the hall beginning Wednesday, December 1, 2010 at 8:00 a.m. and must be completely set up by 1:30 p.m. that day. All exhibit material must be removed from the Exhibit Hall by 8:00 p.m. on Thursday, December 2, 2010. Any exceptions must be approved by the Show Manager. Show Manager reserves the right to "force" set up for any exhibit not set up by 1:30 p.m. on Wednesday, December 1, 2010. The Exhibitor is responsible for all costs associated with the "forced" set up. Exhibitors agree not to dismantle their exhibit until the official close of the exhibits (5 pm, 12/2). Failure to adhere to this requirement may result in Show Management refusal to allow future exhibits.
7. **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 the number of pieces, weight classifications, carrier, routing to show, delivering carrier, etc.
8. **SUBLETTING SPACE:** No Exhibitor shall assign, sublet, or apportion the whole or part of the space allotted to them, or exhibit therein, any other goods, apparatus, etc., than those manufactured or sold by the Exhibitor in the regular course of business.
9. **INSURANCE:** AESA 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 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 liability insurance policies shall name AESA, its affiliates and their respective officers, directors, agents, and employees, as additional insureds.
10. **UNFORESEEN EXPENSES:** AESA will not be liable in any instance for any unforeseen expenses incurred by Exhibitor due to terms of the lease that it has with the proprietors of the exhibit building.
11. **CONFLICTING MEETINGS AND SOCIAL ACTIVITIES:** In the interest of the success of the entire conference, Exhibitor agrees not to extend invitations to meetings, receptions, or other social events, or otherwise encourage attendee absence from the conference or Exhibit Hall during official show hours. Exhibitor will notify show management of all activities planned during the conference.
12. **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.
13. **FACILITIES RULES:** Exhibitor agrees to comply with all rules and regulation 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 closure of its exhibit by AESA.
14. **PASSES FOR EXHIBITORS AND THEIR EMPLOYEES:** Appropriate badges and identification will be furnished to Exhibitors and their employees by AESA upon proper registration.
15. **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) AESA, at its option, may immediately terminate this contract. Upon such termination, Exhibitor's rights and privileges under this contract shall terminate and AESA 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, AESA shall be entitled to recover any and all damages caused, in whole or in part, by such default, including liquidated damages. AESA 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 AESA a lien against all property of the Exhibitor in the exhibit facilities.

By signing this agreement, it is understood that your booth will be staffed during all official show hours. AESA reserves the right to impose a \$1,000 penalty for any Exhibitor dismantling their booth prior to the show officially closing or not staffing the booth during the posted exhibit hours.
16. **MISCELLANEOUS:** Neither company shall be liable for failure to perform its obligations, if prevented from doing so by any cause beyond its reasonable control, inclusive of fire, flood, riot, earthquake, 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.
17. **NON-WAIVER:** No waiver of any breach of this Agreement shall be held to be a waiver of any other subsequent breach.
18. **SUCCESSORS IN INTEREST:** This Agreement shall bind the respective parties and their successors in interest.
19. **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 AESA. AESA 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.
20. **GOVERNING LAW:** This Agreement shall in all respects be governed by the laws of the Commonwealth of Virginia.