

Creating the Waves of Change

SEPTEMBER 20-22, 2023

GRIFFIN GATE MARRIOTT RESORT AND SPA • LEXINGTON, KY

kyschoolcounselor.org

Conference Exhibitor Agreement

1. Assigning Tables

Table locations are assigned on a first-come, first served basis. Kentucky School Counselor Association (KSCA) reserves the right to change location assignments at any time, as it may in its sole discretion seem necessary.

2. Exhibitor Agenda

Exhibitor Move-In:

Sept. 20, 2023, 9:00 a.m. – 12:00 p.m.

Exhibitor Hall Open:

Sept. 20, 2023 from 12:00 p.m. – 5:00 p.m.

Sept. 21, 2023 from 7:30 a.m. – 4:00 p.m.

Sept. 22, 2023 from 7:30 a.m. – 11:00 a.m.

Exhibitor Move-Out:

Sept. 22, 2023, 11:00 a.m. - 2:00 p.m.

3. Installation & Removal

All exhibits shall be operational through 11:00 a.m., Sept. 22. Thereafter, packing and removal shall be done as quickly as possible. Exhibitors shall not deface or harm the property in which the exhibits are housed. Nothing shall be tacked, nailed or screwed to walls, floors, columns or other parts of the convention center without the permission of the KSCA and the convention center.

4. Storage

Crates, boxes and packing materials shall be stored away from the display area. Packing materials must be kept in the crates and boxes. Materials in violation of this rule will be considered refuse and discarded. Fire regulations must be strictly followed.

5. Use and Care of Exhibit Space

No part of an exhibit shall obstruct the view of adjacent exhibits. Exhibits shall not be unduly noisy, glaring or otherwise objectionable. Audiovisual and other sound effects will be permitted only where and when they do not interfere with activities in adjacent tables. The Exhibitor shall maintain his exhibit in good order at his own expense. Exhibitors shall comply with any municipal, state and federal laws, rules and regulations, including, but not limited to, fire and safety codes, building codes, the requirements of the Americans with Disabilities Act and all laws relating to access by disabled persons.

6. Prohibited Activities

Except within the rented exhibit area, the following activities are prohibited by any Exhibitor: The sale or any gift of intoxicating beverage. Conducting lotteries, raffles or drawings, except when gratis to persons registering. Drawings that require KSCA

conference registrants to be present to win. Distribution to delegates and visitors of printed matter, samples, souvenirs and the like.

7. Subletting Space

Exhibitors may not sublet or assign any part of their exhibit space nor advertise or display goods or services other than their own. Exhibition advertisements and displays must conform to the statement in the Exhibitor's application describing displays.

8. Failure to Occupy Space

Unless prior approval for delayed occupancy is received from KSCA, any exhibit table not occupied by 7:30 a.m. on September 21, 2023, will be forfeited by the Exhibitor, and may be reassigned or used by KSCA without refund to the Exhibitor.

9. Social Functions

Exhibitors may not conduct social functions in the exhibit area or in public areas of the hotel during the conference unless approved by KSCA. Social functions shall be scheduled at a time which will not interfere with KSCA's scheduled conference activities.

10. Security

Exhibitors shall exercise reasonable care for the protection of their materials and display in the designated exhibit area. KSCA officers, directors, members and staff are not responsible for the safety of the Exhibitor, his agents or employees, or harm or damage to such persons resulting from theft, fire, accidents or any other cause. Exhibitors are required to provide all insurance and/or policy riders necessary to cover all exhibits.

11. Cancellation or Relocation of Conference

If KSCA fails to hold its conference as herein provided, relocates its conference site to another hotel or city or fails to furnish Exhibitor exhibit space as stated herein, it shall refund to Exhibitor in full settlement of any loss of damage suffered or claimed by Exhibitor.

12. Cancellation by Exhibitor

If the Exhibitor notifies KSCA in writing by August 20, 2023, that it will not occupy the exhibit space stated herein, the Exhibitor will be liable for 50 percent of the exhibit fee. Exhibitors will be responsible for 100 percent of the exhibit fee if such notice is received after that date.

13. Liability and Indemnity

Exhibitor agrees to assume sole responsibility

and liability for all damages and injuries arising out of, resulting from or in any manner connected with its exhibit (including installation and dismantling) that may be suffered by (a) Exhibitor and its employees and representatives (b) other Exhibitors and their employees or representatives, (c) conference participants, guests or visitors, (d) the hotel and the owners, employees and representatives thereof and (e) any other persons lawfully on or about the conference premises.

Exhibitor agrees to indemnify and hold harmless KSCA, its members, directors, officers, employees, agents, affiliates, successors and assigns, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, including reasonable attorneys' fees or disbursements of any kind or nature whatsoever, which may be imposed on, incurred by, or asserted against KSCA in any way relating to or arising out of this Agreement and/or Exhibitor's use of exhibit spaces at the Conference. The Exhibitor further agrees to obtain, maintain and pay for general insurance coverage in amounts sufficient to insure against liability assumed pursuant to the provisions of this section.

KSCA shall not be liable for failure to deliver exhibit space to an Exhibitor as contracted for herein due to causes beyond KSCA's control. In such event, KSCA will reimburse fees paid hereunder, less expenses incurred by KSCA including advertising, administration and related expenses.

14. Violations

In the event of violation of this Agreement, KSCA may evict Exhibitor from the exhibit space and/or have exhibit materials removed. No fees will be returned to Exhibitor and the Exhibitor shall be liable to KSCA for the costs associated with such eviction, less fees paid. In addition to the remedies provided in this Agreement, KSCA shall have and may exercise all other remedies afforded to it by law for costs or damages suffered on account of such violations.

15. General Rules

Exhibitors must confine their activities to their contracted space. Exhibitors shall follow all rules and regulations of the conference hotel and KSCA relating to the conference.