

14th Annual Ohio Educational Technology Conference

Ohio Connects!

Greater Columbus Convention Center | Columbus, Ohio

February 13-15, 2012

Ohio | eTech
Ohio | Educational
2012 | Technology
Conference





**Certified Small Business, MBE/WBE
Exhibit Space Agreement**

2012 Ohio Educational Technology Conference
February 13 – 15, 2012
Greater Columbus Convention Center



What is the Ohio Educational Technology Conference?

This **three-day conference** provides over **6,500 attendees** (45% of those are teachers) with the opportunity to network and learn best practices from their peers, and obtain resources to assist them with empowering learning in the classroom through technology. The conference boasts over 500 sessions and more than **225 vendors** that showcase **products and services** that benefit **educators of all levels** from across the State of Ohio.

eTech Ohio is offering Ohio Department of Development's qualified MBE/DBE and EDGE Entrepreneurs that specialize in technology and educational products or services an introductory \$500 exhibit package to participate in the Ohio Educational Technology Conference.

Package Includes:

- One 10' x 10' Booth
- 8' pipe/drape along the back & 3' pipe/drape along sides of booth
- One 6' long, 30" high covered/skirted table
- Two chairs
- One wastebasket
- One 7" x 44" exhibitor ID sign
- A link on the eTech Ohio Conference webpage to exhibitor's website
- Two booth staff registrations

1. COMPANY INFORMATION (Please complete this information as it should appear in the Conference Program Book)

Company Name: _____
 Exhibiting Under the Name: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____
 Website: _____

2. EXHIBIT CONTACT PERSON (Individual to receive all information on exhibit logistics and operations, including exhibitor services manual.)

Name: _____ Title: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____
 Email: _____

3. PAYMENT INFORMATION

Check Enclosed (payable to Treasurer, State of Ohio): Check #: _____ Amount: \$ _____
Charge: Mastercard, Visa, Amex, Discover
 Amount: \$ _____ Card #: _____ Exp Date: _____ CVV#: _____
 Cardholder: _____
 Signature: _____
 Billing Address: _____ City, State, Zip _____

4. AGREEMENT DEDICATION

I have read & accepted the terms and conditions on the front and back of this agreement.

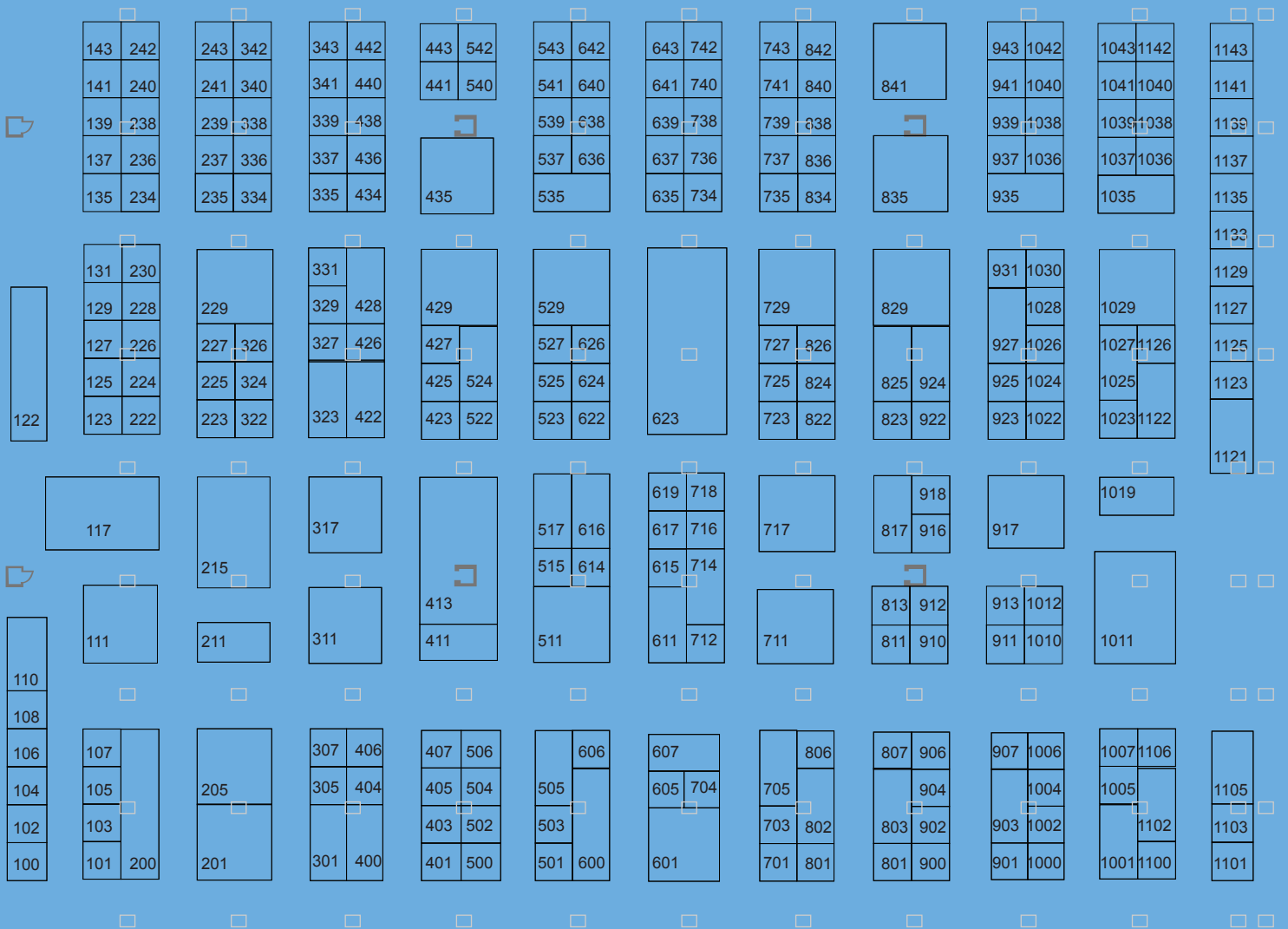
 Company Rep Signature Date

 eTech Ohio Commission Signature Date

5. RETURN COMPLETED AGREEMENT TO: eTech Ohio/Exhibit Hall Mngmt, 35 E Chestnut St, 8FL, Columbus, OH 43215, or fax: 614.485.1023.

Show Management Use Only. Booth Number Assigned: _____

2012 Exhibitor Floorplan



Terms and Conditions

1) eTech Ohio Commission produces and manages the Technology Conference and is hereinafter referred to as "Show Management." The exhibit hall, parking lots, air space and grounds of the Greater Columbus Convention Center are hereinafter referred to as the "Exhibition". The Exhibit Space Agreement, Exhibit Display Regulations, Exhibitor Regulations, and the Exhibitor Services Manual are hereinafter referred to as the "Agreement" and constitute the agreement between Show Management and the Exhibitor. The Exhibitor Services Manual includes information integral participation at the Exhibition, including but not limited to: additional Exhibitor Rules and Regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, decorator, audio/visual, Exhibitor display rules and regulations, move-in/move-out schedules, and insurance information.

2) Show Management reserves the right to determine the eligibility of each exhibitor for inclusion in the Exhibition. All products and services must be related to the exposition. Show Management, in its sole judgment, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products which are in violation of these exhibitor regulations or do not meet the Exhibition objectives. Exhibitor agrees to display only products and/or services described by the exhibitor on the topic listing form that are intended for and generally used in a manner that conform to State, Federal, or other applicable laws, rules or regulations. Any promotion of other products and/or services is strictly prohibited and will result in immediate ejection from the exhibition without refund or other appeal. Exhibitors will not display any product or distribute any advertisements for a product which infringes upon the registered copyright, trademark, or patent of another company, as has been determined by a court of competent jurisdiction. Product comparisons or written materials of companies other than the contracted exhibitor are prohibited.

3) If Exhibitor fails to comply, in any respect, with the terms of this Agreement, Show Management shall have the right, without notice to Exhibitor, to sell or offer for sale the exhibit space covered by this contract. Exhibitor shall be liable to Show Management for any deficiency, loss or damage suffered by Show Management, together with reasonable expenses and costs incurred by reason thereof. The actual occupation of the exhibit space by an exhibit is of the essence, and should Show Management be unable to effect the sale of the space herein provided, Show Management is then expressly authorized to occupy or cause said space to be occupied in such a manner as it may deem in the best interests of the Exhibition, without any rebate or allowance whatsoever to Exhibitor and without releasing Exhibitor from any liability hereunder, and Exhibitor expressly agrees to pay the full sum as herein set forth. Show Management will not be liable for the non-fulfillment of this Agreement as to the delivery of exhibit space if non-delivery is due to any of the following causes: 1. by reason of the facility being damaged or destroyed by fire; 2. act of God, public enemy, war or insurrection; 3. strikes; 4. the authority of the law; 5. postponement or cancellation of the Exhibition or if the Exhibition is canceled or postponed for any reason beyond the control of Show Management. If the Exhibition is not held for any of the above enumerated reasons, Show Management will reimburse Exhibitor for amounts paid in, less actual, out-of-pocket expenses incurred, such as rent, advertising, labor, operating costs, etc., on a pro-rata basis.

The parties further agree that Show Management shall in no way be deemed to have guaranteed the performance of the Exhibition and will not be liable for the fulfillment of this Agreement as to the delivery of space.

4) Exhibit Space

- a. The method of determining exhibit space assignment shall be established by Show Management and may be changed from time to time without any notice to Exhibitors in order to accommodate what Show Management perceives as the best interest of the Exhibition. No rights or privileges are created for any Exhibitor as a result of previous space assignments or years of participation in the Exhibition.
- b. Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs, or printed materials from other than its own firm in the said exhibit space without prior written consent of Show Management. In the event of a merger of two or more Exhibitors, Show Management will use reasonable efforts to consolidate the space contracted by the Exhibitor when they were independent. However, in the event that it is not possible, the Exhibitor that survives the merger shall be liable for Exhibit Space at each of the locations originally contracted for by each of the merged companies.
- c. The floor plan developed and maintained by Show Management shall be the official floor plan. Changes to the floor plan may occur at any time to accommodate the Conference's needs. Exhibit space assignments shall be as indicated on the Exhibit Space Agreement. However, should conditions or situations warrant, Show Management reserves the right to rearrange exhibitors and/or adjust the floor plan to accommodate the best interest of the Exhibition.
- d. No exhibit shall be packed, removed, dismantled or altered in any form prior to the set strike time of the Exhibition without prior written consent of Show Management. If Exhibitor acts in breach of this provision, Exhibitor maybe subject to pay as compensation for the distraction to the Exhibition's appearance an amount equal to no less than one-third of the total space charge for the Exhibitor's assigned area, in addition to all sums otherwise due under this Agreement. Additionally, breach of this provision may result in the loss of the Exhibitor's space in future shows.
- e. Exhibit Design and Inclusions. Exhibitor agrees to abide by exhibit display guidelines published by Show Management and included in the Exhibitor Services Manual.
- f. Booth Specifications. The Line of Sight Rule is the accepted Good Neighbor Policy whereby display materials and/or product should be arranged so as not to obstruct sight lines of neighboring exhibitors. Whether Exhibitor space is a single 10' x 10' unit or a combination of single units to create a 10' x 40', all parts of the exhibit space in any portion of the booth beyond four (4') from the back-wall shall be placed not to exceed the height of the dividing side rails which is three feet (3').

Please refer to the Exhibit Guidelines and Regulations packet detailing each booth type specifications. Please contact the Show Management Operations/Logistics Manager with questions.

5) Contractor Services. Certain firms will be designated as official contractors to provide security, support and facilities services for Show Management. In some cases Exhibitors will be required to use the Official Contractors. All information will be explained in the Exhibitor Services Manual. Show Management shall not be responsible or liable for the performance and/or any act, error or omission of any Official Service Contractor, or any other contractor retained by Exhibitor.

6) Employees of an exhibiting firm may install and dismantle their own respective company's displays as long as power tools, forklift, aerial lift or other equipment assistance is not necessary. All temporary labor MUST be acquired through the Official Services Contract. Requests for forklift, aerial lift or other specialize equipment must be sent to the attention of the Show Management for approval 40 days before the show.

7) Nothing shall be posted on, tacked, nailed, screwed or otherwise attached to the columns, support beams, walls, floors, doors or other parts of the Greater Columbus Convention Center. Caustic or staining fluids/materials are not permitted in the Exhibit Hall. Packing unpacking and assembly of exhibits shall be done only in designated areas and in conformity with the directions of Show Management and/or the Convention Hall Show Management, as applicable. Exhibitors, their agents and representatives are liable for all damages caused by them to the Greater Columbus Convention Center facility, booth equipment, property of Show Management and the Official Service Contractors Exhibitor and other Exhibitors and shall indemnify and hold Show Management and service contractors harmless from, any

complaints, suits and/or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of exhibit or session space.

8) Fire Department Regulations. All materials used in Exhibition and/or Exhibitor's booth(s) must be fireproofed and conform to ALL Fire Department Regulations. Use of open flames, compressed gas or explosive fuels, heat, etc., is prohibited. Further information regarding Fire Regulations is located in the Exhibitor Services Manual.

Columbus Fire Department (CFD) Inspectors, Firemen, State Fire Marshall, Convention Center personnel and Show Management WILL conduct regular inspections of the Exhibition and Exhibitors booth(s) throughout the show and without any prior notification and will ENFORCE ALL regulations. Exhibitors accept full responsibility for compliance with national, state, city and facility fire safety rules and regulations. Exhibitors will be directly warned and maybe fined for any violations pertaining to Exhibitor's booth(s), or violations related to Exhibitor as determined by appropriate authorities and Show Management. Questions and/or requests for a code variance should be directed to the Show Management. All special requests must be submitted no less than 60 days prior to show date.

A. The Greater Columbus Convention Center is a smoke-free facility. Smoking is PROHIBITED in the exhibition hall, main concourse, session rooms, entrance ways or dock areas.

9) Show Management reserves the right to restrict sounds from any source that interferes with activities in neighboring areas. Any demonstrations or presentations must be at a low volume so that nearby Exhibitors are not bothered. Show Management reserves the right to eject the Exhibitor from the Exhibition without refund or other appeal, if Exhibitor refuses to comply with these requirements.

10) Federal Communications Commission. Exhibitors displaying digital devices (e.g. computers, printers, monitors, keyboards, etc.) must comply with Section 302(b) of the Communications Act and Section 2.803 of the FCC's rules. Specifically, all digital devices on display must have the required FCC certifications. This includes an FCC Warning and Identification Label. Computers and peripherals are defined as Class B digital devices. All such devices must carry a FCC Warning Label and ID Number. These devices emit radio signals when operating. Uncertified digital devices may cause harmful interference to radio and broadcast communications.

11) Exhibitors shall abide by and observe all federal, state, and local laws, rules, regulations and ordinances applicable to the Greater Columbus Convention Center, including the rules of the Greater Columbus Convention Center, Show Management, Official Contractors and Labor Unions. Exhibitors shall not discriminate against any person on the basis of age, sex, race, color, creed, religion, national origin, sexual orientation, education level, disability or in any other manner in connection with or related to the Exhibition or the use of the Greater Columbus Convention Center.

12) Preparation and/or serving of any type of food or beverage within the Exhibition area is prohibited without the prior written consent of Show Management and Aramark Services. Alcohol is not permitted in the Exhibit Hall at any time during the Exhibition. All foods and beverages must be purchased exclusively through Aramark Services. Show Management and Aramark reserve the right to bill the Exhibitor for the actual cost plus a determined amount of any food or beverage item brought into the Greater Columbus Convention Center without prior written consent.

13) Each Exhibitor MUST name at least one person to be the representative in connection with installation, operation, and removal of Exhibit. Such representative shall be authorized to enter into such service Contracts as may be necessary and for which the Exhibitor shall be responsible. Should the named contact leave the employment of the Exhibitor, Exhibitor shall notify Show Management and provide a new contact as soon as possible.

14) Once the Agreement has been signed and accepted by Show Management, the following cancellation policy applies: Exhibitor is liable for 100% of the contracted amount if cancelled at any time. Refunds will not be given and Show Management reserves the right to resell any cancelled exhibit space.

15) Show Management reserves the right to terminate this Agreement immediately by written notice if Exhibitor breaches any of the terms and conditions set forth herein and in the Exhibitor Services Manual, including failure to make payment when due under the Terms of this Agreement.

16) Show Management shall not be liable to anyone for lost profits or other incidental, special, indirect, punitive or consequential damages whatsoever, whether or not appraised of the likelihood of such lost profits or damages. In no event shall Show Management's total liability under this contract exceed the exhibit space fees actually paid to Show Management by Exhibitor hereunder for the Exhibit Space. Show Management makes no representations of warranties of any kind regarding the Exhibition, the number of attendees, the Exhibitor Services Manual or any other materials. Show Management EXPRESSIVELY DISCLAIMS ALL EXPRESSED AND IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17) Exhibitor shall be responsible for obtaining any licenses, permits or approvals under federal, state, city or local laws applicable to its activity at the Exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees and/or charges that shall become due to any governmental authority in connection with its activities at the Exhibition. Exhibitors selling products in the Exhibition area are REQUIRED to submit a completed sales tax form and/or tax identification certificate to Show Management 30 days before the show date.

18) Exhibitors are advised to carry insurance to cover exhibit material against damage or, loss; public liability insurance against injury to the person and property of others. Exhibitor shall certify, at its expense, the provision of insurance for protection of their property against fire, theft, vandalism, acts of God or destruction by any cause. Show Management assumes NO RISK OR RESPONSIBILITY by the acceptance of this Agreement. Exhibitors expressly release Show Management from ANY and ALL liability for any damage, injury or loss to any person or goods which may arise from the rental, and occupation of assigned space. Exhibitors agree to hold and save Show Management harmless of and from any loss or damage by reason thereof. Exhibitors must make insurance certificates available to Show Management upon verbal or written request.

19) Agreement of Terms and Conditions. Exhibitor shall observe and abide by the foregoing terms and conditions and by such additional terms, conditions and rules made by Show Management, including those set forth in the Exhibitor Services Manual. In the event of a conflict between the Exhibitor Services Manual and this contract, the Exhibitor Services Manual shall govern and control. This contract represents the entire agreement between Exhibitor and Show Management concerning the subject matter hereof. Any amendment to this contract must be in writing signed by the party against whom such amendment is sought to be enforced. The rights of Show Management under this contract shall not be deemed waived except as specifically stated in writing and signed by an officer of Show Management. If any terms of this contract is declared invalid or unenforceable, the remainder of the contract shall continue in full force and effect. This contract shall be binding upon the heirs, successors and permitted assigns of Exhibitor.