1. PAYMENT, CANCELLATIONS AND REFUNDS. A nonrefundable deposit payment equaling 50% of the total rented booth space is due with application. Applications without deposit payment will not be processed. The balance of the space rental charge will become due and payable on October 1, 2019. Applications submitted after October 1, 2019 must include full payment. Show Management must receive all booth space cancellations in writing, postmarked by the deadline date appearing on the ASCD Empower20 Convention Registration Form, or by a written notice received by the exhibitors' representative in connection with installation, operation and removal of exhibits. The balance of the space rental charge will become due and payable on October 1, 2019. It is expressly agreed by the exhibitor that in the event he fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall be entitled, in addition to other remedies at law or in equity, to charge any such space to the exhibitor, which space will be made available by the exhibitor foroccupancy without any further action on the part of Show Management and without any further notice to the exhibitor. All cancellations must be made in writing. The deadline for cancellation notices received after October 1, 2019. No refunds or credits will be issued if an exhibitor chooses to cease conducting business, remove products from shelves, or pack, tear down, or dismantle any exhibitions on or before the exhibitor's space while the event is in progress. In and Move Out. The exhibitor's space, materials and operation is concerned. Should an exhibitor have any questions concerning provisions or the interpretation of these rules and regulations, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. Electrical wiring must conform with National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or part of his exhibit as may be irregular, and effect the removal of same at exhibitor’s expense. Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will be made available for such purpose. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with State and City fire regulations. Independent contractors must conform to IAEE, ESCA and ED&PA guidelines. All exhibit lab must comply with established labor jurisdictions.

2. SPACING, RELOCATION, AND LAYOUT OF EXHIBITION. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.

3. USE OF SPACE, SUBLETTING OF SPACE. No exhibitor shall assign, sublet, or share the space allotted with another business or company unless approval has been obtained in writing from Show Management. No non-exhibiting manufacturers, distributors or agents in the exhibitor’s display, non-exhibiting companies, or non-exhibiting competitors of the exhibitor shall be permitted to occupy any part of the exhibitor’s space. Exhibitors may not sublet or share space with non-exhibiting manufacturers, distributors or agents in the exhibitor’s display, non-exhibiting companies, or non-exhibiting competitors of the exhibitor. Exhibitors must show only goods manufactured or dealt in by them in the ordinary course of their business. No unauthorized demonstration or demonstration in an exhibitor’s display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No company or organization not assigned exhibit space will be permitted to solicit orders or sell merchandise to anyone attending the Show.

4. OPERATION OF DISPLAYS. Show Management reserves the right to restrict the operation of or to eject completely, any exhibit which, in its sole opinion, detracts from the general character of the Show, or interferes with the enjoyment of the Show by the exhibition of exhibits as a whole. Use of any audible or visual “barking” or other devices to attract attention, or any exhibit activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space unobstructed and clear of any exhibits or promotions.

5. EXHIBITORS AUTHORIZED REPRESENTATIVE. It is the sole responsibility of the exhibitor to comply with Federal, State and Local Laws, regulations and rules regarding the exclusion of live animals. No live animals are prohibited. It is the sole responsibility of the exhibitor to ensure that the exhibit building, booths, or booth contents, are in compliance with fire, health, and sanitation regulations of the Federal, State and Local Governments. Exhibits, which are not in compliance with these rules and regulations, or which are found to be in violation of any such rules and regulations, are subject to removal, and no refunds will be made in any amount, or for any reason, unless they are restored to compliance within a reasonable time.

6. THE EXHIBIT HALL. Any exhibitor or company not assigned exhibit space, shall not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will be made available for such purpose. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with State and City fire regulations. Independent contractors must conform to IAEE, ESCA and ED&PA guidelines. All exhibit lab must comply with established labor jurisdictions.

7. ARRANGEMENT OF EXHIBITS. Each exhibitor is provided an Official Exhibitor Service Manual. The Exhibitor Service Manual describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Service Manual. If, in the sole opinion of Show Management, any exhibit feature to conform to the Exhibitor Service Manual guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition.

8. EXHIBITS & PUBLIC POLICY. Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the Show Management. Show Management shall have full power and authority to determine the extent of such non-compliance pertaining to the compliance with laws as to public policy as far as individual exhibitor’s space, materials and operation is concerned. Should an exhibitor have any questions concerning provisions or the interpretation of these rules and regulations, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. Electrical wiring must conform with National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or part of his exhibit as may be irregular, and effect the removal of same at exhibitor’s expense. Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will be made available for such purpose. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with State and City fire regulations. Independent contractors must conform to IAEE, ESCA and ED&PA guidelines. All exhibit lab must comply with established labor jurisdictions.

9. CEPT RENTAL AND ASSIGNMENT OF LOCATION. The Exhibitor agrees that it will indemnify and hold Show Management harmless from, and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgments recovered from or asserted against Show Management or any of its officers, staff members or directors or of any other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure insurance against such loss or damage under such insurance policies as they shall desire. The nameplates and identification of any exhibitor in the Show Management, and the agreements of the exhibitor and Show Management shall be subject to the laws, ordinances and regulations pertaining to the exclusion of live animals.

10. LIABILITY AND INSURANCE. All property of the exhibitor remains under exhibitor’s control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. No property (including but not limited to any machinery, equipment, goods, products or materials) shall be placed in the exhibit building, the booths, or booth contents or show premises unless it is covered by insurance in an amount not less than $2,000,000 per occurrence against fire, theft, and all risks of loss or damage, and the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor agrees to indemnify Show Management and all contractors, employees of Show Management and of all independent contractors for loss or damage to or loss of any property of the exhibitor. It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and the property of exhibitors from theft, damage by fire, accident, vandalism or other causes.

11. LIABILITY FOR DAMAGE OR INJURY. Neither Show Management nor Exhibitor shall be held liable for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable cause, and which might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with State and City fire regulations. Independent contractors must conform to IAEE, ESCA and ED&PA guidelines. All exhibit lab must comply with established labor jurisdictions.

12. INDEMNIFICATION. Exhibitor agrees that it will indemnify and hold save Show Management harmless from, and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgments recovered from or asserted against Show Management or any of its officers, staff members or directors or of any other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure insurance against such loss or damage under such insurance policies as they shall desire. The nameplates and identification of any exhibitor in the Show Management, and the agreements of the exhibitor and Show Management shall be subject to the laws, ordinances and regulations pertaining to the exclusion of live animals.

13. CARE OF BUILDING AND EQUIPMENT. Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and decor. When made, each exhibitor and its employees agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence. Exhibitors or their representatives will agree to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence. Exhibitors or their representatives will agree to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

14. AMERICANS WITH DISABILITIES ACT. Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter “Act”) to provide reasonable modifications, and to bill the exhibitor for the expense.

15. EXHIBIT HALLS. The Exhibitor agrees that it will indemnify and hold Show Management harmless from, and against all claims, demands, actions, damages, loss, costs, liabilities, expenses and judgments recovered from or asserted against Show Management or any of its officers, staff members or directors or of any other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure insurance against such loss or damage under such insurance policies as they shall desire. The nameplates and identification of any exhibitor in the Show Management, and the agreements of the exhibitor and Show Management shall be subject to the laws, ordinances and regulations pertaining to the exclusion of live animals.