

# Information and Regulations for Exhibitors and Sponsors

## **ELIGIBLE EXHIBITS**

American Council on Education (ACE) reserves the right to determine the eligibility of any company or product to exhibit in the show and further reserves the right to reject any application and/or limit space assigned to any one company.

## **LIMITATION OF LIABILITY**

The exhibitor agrees to make no claim against ACE, the venue, or the city and/or state wherein the show is held for loss, theft, damage, or destruction of goods, nor for any injury to himself or employees while the show is in progress, being set up, or being taken down. Exhibitor agrees to indemnify and defend ACE and its employees against any third-party claims of any person arising out of acts, omissions, or negligence of exhibitor, its agents, or its employees. Exhibitor agrees to keep harmless ACE from any and all costs arising from fees incurred under the copyright law regarding the liabilities of the Exhibitor playing recorded and/or live music in the exhibit area at any time during the ACE Experience 2025 (ACEx2025).

Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, and defend, The John F. Kennedy Center for the Performing Arts and its employees and agents against all claims, losses, and damages to persons or property, governmental charges or fines, attorney's fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof, excluding any such liability caused by the negligence of The Kennedy Center or its employees and agents.

In addition, exhibitor acknowledges that The Kennedy Center and its agents do not maintain insurance covering exhibitor's property, and that it is the sole responsibility of exhibitor to obtain business interruption and property damage insurance covering such losses by exhibitor.

## **LIMITATION OF EXHIBITS**

ACE reserves the right to stop or remove from the show any exhibitor, or his/her representative, performing an act or practice which in the opinion of ACE is objectionable or detracts from the dignity of the show or is unethical to the business purpose of the show. ACE reserves the right to refuse admittance of exhibits or materials to the show until all dues and fees owed are paid in full.

## **ASSIGNMENT OF SPACE**

Exhibit space will be assigned in the order in which applications and payments are received. The balance for the exhibit booth space is due thirty days after signing the booth contract. The selected booth will be confirmed upon receipt of payment in collaboration with ACE. Exhibit space shall be rented in 10' x 10' increments.

## **CANCELLATION OR WITHDRAWAL**

No refund will be made if the exhibitor cancels the contracted space on or after January 13, 2025, or if the exhibitor fails to occupy it. Payment for booth rental will be refunded in full if a written request for cancellation is received by ACE before January 13, 2025, or if ACEx2025 is canceled by ACE.

## **EXHIBIT RESTRICTIONS**

No exhibitor or part of an exhibit will be admitted to any space until rental of that space has been paid in full. It is the duty and the responsibility of the exhibitors to install their exhibit before the opening of ACEx2025 and to dismantle their exhibit immediately after the close of ACEx2025. In those facilities with union agreements, all work in connection with exhibit erection and dismantling is to be performed by the union personnel carrying the appropriate union card. Carpenters, painters, electricians, plumbers, and other skilled labor, as well as common labor or porters, can be arranged for at established rates. Arrangements should be made in advance through the official service contractor (GES). The exhibitor shall properly staff the exhibit during the show hours. Exhibitors are liable for any damage caused to building walls, doors, or columns, or to other exhibitors' property. All parts of all exhibits must be exhibited within exhibitor's assigned space boundaries. Aisle space is under the control of ACE.

## **INSURANCE**

Each exhibitor acknowledges that it is the sole responsibility of each exhibitor to obtain the necessary insurance.

## **EXHIBIT LABOR**

The installation and dismantling of prefabricated displays comes under the jurisdiction of the Carpenter Union. Exhibiting companies may use their own full-time permanent employees as follows:

- Two (2) full-time exhibitor employees may work without Carpenter labor for one (1) hour on the move in and one (1) hour on the move out. The use of power tools is not permitted.
- Exhibitors may work on 10' x 10' booths without Carpenter labor. The use of power tools is not permitted.
- Display work in excess of the limits outlined above requires that the exhibiting company hire union labor from GES.

There are NO restrictions or requirements to use union labor for PRODUCT installation or dismantling (I/D) provided exhibitors use full-time permanent employees. Any full-time company personnel involved should be prepared to produce some form of company identification when engaged in these activities. Exhibitors requiring the assistance of forklifts, cranes and/or other power/motorized I/D equipment should order the same and related operations from GES.

## **FREIGHT HANDLING**

All work involved in the loading and unloading of all trucks, trailers, and common and contract carries, as well as the handling of empty crates and the operation of material handling equipment, is under union jurisdiction. The union also has the jurisdiction of the unloading, uncrating, unskidding, leveling, painting, and assembly of machinery and equipment, as well as the reverse process.

Full-time employees of exhibiting companies may “hand-carry” material provided they do not use material handling equipment. When exhibitors choose to “hand-carry” material, they may not be permitted access to the loading dock/freight door areas. GES will not be responsible for any material not handled by GES employees or agents.

**All exhibitors are expected to comply with any union requirements in effect and as outlined in the “SHOW SITE WORK RULES” section of the Exhibitor Service Kit.**

### **GRATUITIES**

Our work rules prohibit the SOLICITATION OR ACCEPTANCE of tips in cash, product, or gifts in kind by any employee (union or non-union). Our employees are paid appropriate wages denoting professional status, therefore tipping of any kind is not allowed.

### **ALWAYS HONEST HOTLINE<sup>®</sup>**

GES requires the highest standards of integrity from all employees. Please call GES at 1(800)443-4113 to report fraudulent or unethical behavior.

### **PRIZE DRAWINGS**

Exhibitors planning to hold drawings or raffles must submit, in writing, to ACE, a complete description of the items to be raffled, the methods by which winners will be selected, and the manner in which winners will be announced. Such drawings will not be permitted if they conflict in any way with ACEx2025, Exhibit Program, or local laws. Promotion of the drawing/raffle is solely the responsibility of the exhibitor; ACE is not responsible for promotion of exhibitor-driven activities. Draft copies of any promotional material promoting the drawing/raffle must be provided to ACE prior to printing/ mailing and ACE reserves the right to request edits, particularly as they pertain to the use of ACE marks and logos.

### **FIREPROOFING**

No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper, shall be used at any time. All packing containers, excelsior, and wrapping paper that are not flameproof must be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, silken, or other cloth decoration must stand a flame-proof test as prescribed by fire ordinances of Washington, DC. All flammable materials and fluids are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc. are not permitted.

### **GENERAL SHOW POLICIES**

Noisy or offensive exhibits are prohibited. Distribution of literature or samples must be related to exhibit and distributed within exhibitor’s space. No food products or beverages may be distributed from exhibitor’s space without approval from ACE. Assignment or subletting of assigned space by exhibitor is not permitted for any reason without approval from ACE. Exhibitor must comply with all local laws, rules, regulations, and ordinances in force. The exhibitor may not display signs that are not professionally prepared or which,

in the opinion of ACE, detract from the appearance of the show in any manner whatsoever. ACE shall have sole control over all admission policies at all times.

### **TERMINATION OF SHOW**

If ACE determines that the premises where the show is to be held have become unfit for occupancy, or if the premises are materially interfered with by reason of strike, embargo, injunction, act of war, act of God, such as fire, tornado, hurricane or outbreak of communicable disease, or governmental regulations, or curtailment of transportation facilities that materially prevent performance, or terrorist acts, or national, state, or local response to threats of terrorist acts, or electrical, computer or mechanical failure, or any other emergency, or any act or event not the fault of ACE, the agreement may be terminated by ACE. In the event of such termination, the exhibitor waives any and all damages and agrees that ACE may, after deducting all costs and expenses, including a reserve for claims, refund to the exhibitor as a complete settlement and discharge of said exhibitor's claim and demands, his/her pro rata amount of all monies paid by all exhibitors.

### **RELOCATING EXHIBITS**

ACE reserves the right to alter the official floor plan, and/or reassign any exhibitor's location as deemed necessary. ACE further reserves the right to make such changes, amendments, and additions to these rules and such further regulations as it considers necessary for the good of the show.

### **EARLY DEPARTURE**

No part of an exhibit shall be dismantled no materials removed before the official closing, Tuesday, February 12, 2025, without special permission from ACE. All space must be vacated by 8:00 p.m., the same day. If spaces are not vacated by that time, ACE reserves the right to remove materials from the show floor and charge the expense to the participant. ACE will not be liable if such removal causes damage to the materials.

### **BOOTH CONSTRUCTION AND SHOW SERVICES**

Booth sizes are limited to 8' background drapes and 3' side drapes. No walls, partitions, paintings, decorations, or any other type of obstruction may be erected which may interfere in any way with the view of any other exhibitor. Booth decorations, furniture, carpet, and electrical connections and/or equipment are available to the exhibitor through GES, who will bill the exhibitor directly.

### **COLLECTION POLICY**

The exhibitor agrees to pay any and all costs incurred by ACE to collect any or all portion of fees and dues owed to ACE that have not been paid in full prior to opening the show.

Failure to pay the entire booth rental thirty days after signing the contract entitles ACE to cancel the booth contract and retain a nonrefundable deposit of twenty-five percent of the cost. No exhibitor or display material will be allowed into the Exhibit Hall until the full payment has been made to ACE. Exhibit booths reserved after January 13, 2025, are subject to payment in full at the time of reservation.

## **MUSIC**

Live music will not be permitted in the Exhibit Hall by any exhibitor during the course of this conference. Each exhibitor assumes sole responsibility for reporting to Broadcast Music, Inc. (BMI) any recorded music which is utilized for background or foreground music, or as part of audio presentations, etc., which includes but is not limited to records, tapes, CDs, broadcasts, satellite signals, and/or cablecasts. This responsibility extends to the payment to BMI by the exhibitor of any applicable fees resulting from such presentations.

## **SELLING ON THE EXHIBIT FLOOR**

Cash and credit sales are permitted. Licenses, taxes to sale, payment of sales tax, and other legal business requirements are the responsibility of the exhibitor. Purchases of goods must be furnished with a bill of sale or receipt.

# **Terms and Conditions for Sponsors**

## **CORPORATE PARTICIPATION**

Our sponsors and exhibitors bring additional resources to enhance ACEx2025 American Council on Education (ACE) recognizes Sponsors and Exhibitors for their support through ACEx2025 website, mobile app, in the exhibit hall, and at select events in a manner determined by ACE to be appropriate. ACE reserves all rights and decision-making authority over all aspects of the sponsorship element of ACEx2025, including but not limited to, selection of Sponsors, identification of appropriate sponsorships, recognition of Sponsors, and any and all other terms, conditions, and fees consistent with established policies involving ACE Sponsors.

## **ELIGIBLE SPONSORS**

ACE reserves the right to determine the eligibility of any Sponsor and further reserves the right to reject any application for any reason.

## **SCOPE**

ACE will provide appropriate acknowledgment and recognition of Sponsor in accordance with ACE sponsorship policies and procedures, including those set forth on the ACEx2025 website, and with applicable laws and Internal Revenue Service rules and regulations. ACE and Sponsor agree that the purposes of ACEx2025 will be educational in nature, that no product promotion by ACE is intended in connection with ACEx2025, and that ACEx2025 will be conducted in accordance with relevant ACE sponsorship policies and procedures. In addition, Sponsor's participation in ACEx2025 does not convey ACE's approval, endorsement, certification, acceptance, or referral of any product or service of Sponsor. No materials developed or intended for use in connection with ACEx2025 may be distributed or otherwise used prior to advance review and written approval by ACE. Sponsor acknowledges that funds provided for purposes as stated herein represent a contribution to ACE. Materials provided by sponsor (e.g., signage, brochures and flyers) to ACE may not contain language constituting a statement of quality (i.e., statements concerning product or service superiority or comparative language) or indicate an endorsement by ACE of the sponsor's products or services. It is ACE's intention that funds awarded under this agreement will be used in a manner consistent with a sponsorship transaction and not provided in exchange for endorsement by ACE.



## **OPPORTUNITY FOR RIGHT OF FIRST REFUSAL**

ACE reserves the right of first refusal to the previous year's sponsor for select ACEx2025 sponsorship opportunities, with an agreement deadline to be established at ACE's sole discretion. The total sponsorship fee will be required with the signed sponsorship agreement thirty days after the sponsorship commitment is signed.

## **ASSIGNMENT OF SPONSORSHIPS**

With the exception of those sponsorship opportunities that are subject to right of first refusal, as described above, sponsorships will be assigned in the order in which applications and payments are received. The total balance will be required with the signed sponsorship agreement thirty days after the sponsorship commitment is signed.

## **CANCELLATION OR WITHDRAWAL**

No refund will be made if Sponsor cancels the sponsorship on or after January 13, 2025. Payment for a sponsorship will be refunded in full if a written request for cancellation is received by ACE before January 13, 2025, or if ACEx2025 is canceled by ACE.

## **TERMINATION OF THE ACE EXPERIENCE 2025**

If ACE determines that the premises where the show is to be held have become unfit for occupancy, or if the premises are materially interfered with by reason of strike, embargo, injunction, act of war, act of God, such as fire, tornado, hurricane or outbreak of communicable disease, or governmental regulations, or curtailment of transportation facilities that materially prevent performance, or terrorist acts, or national, state, or local response to threats of terrorist acts, or electrical, computer or mechanical failure, or any other emergency, or any act or event not the fault of ACE, the agreement may be terminated by ACE. In the event of such termination, the sponsor waives any and all damages and agrees that ACE may, after deducting all costs and expenses, including a reserve for claims, refund to the sponsor as a complete settlement and discharge of sponsor's claim and demands, his/her pro rata amount of all monies paid by all sponsors, if other sponsors are involved in ACEx2025.

## **COLLECTION POLICY**

Sponsor agrees to pay any and all costs incurred by ACE to collect any or all portion of fees and dues owing to ACE that have not been paid in full prior to ACEx2025.

Failure to pay the entire sponsorship balance by January 13, 2025, entitles ACE to cancel the sponsorship and retain all prior payments.

Sponsorships reserved after January 13, 2025, are subject to payment in full at the time of reservation.

## **NAMES AND TRADEMARKS**

ACE shall have the right to use Sponsor's name, trademark, and logo, limited to the terms of this Agreement. Sponsor shall not have the right to use any of ACE's names, trademarks, logos, or copyrights without prior written approval.



### **LIMITATION OF LIABILITY**

Sponsor agrees to make no claim against ACE, the meeting venue, the hotel, or the city and/or state where ACEx2025 is held for any loss, including theft, damage, or destruction of goods, or for any injury to Sponsor or its employees, including while ACEx2025 is in process, being set up, or being taken down. Sponsor agrees to indemnify and hold harmless ACE and its officers, directors, employees, and agents from and against any third-party claims of any person arising out of acts, omissions, or negligence of Sponsor, its agents, or employees.