



STANDARDS AND POLICIES FOR EXHIBITING Interactive 2024

Thank you for your interest in Interactive 2024. TCASE strives to create an environment that is comfortable, productive for everyone who participates. Our goal is a positive exhibit and conference environment for all. Please read this document in its entirety and return a signed copy to Olivia Whaley at olivia@tcase.org.

PRIZE DRAWINGS:

Exhibitors may award prizes at their booth or suite during expo hours, however any such prizes **cannot** be limited to those who are present at the time of the drawing. TCASE will assist with the process of notifying prize winners during the expo hours; however, TCASE is not responsible for individual exhibitor prizes. **Due to purchasing rules and regulations, prizes should not exceed \$50 in value.**

Instructions for Announcing Winners: If you are conducting a drawing from business cards at your space, TCASE will provide you with a prize voucher form to fill out with the winner's name and instructions for redeeming the prize. Please bring completed forms to the registration desk and TCASE will assist with announcing the winner through the conference app. All winners must be announced using this process. Shouting, yelling and other methods deemed to be disruptive to other exhibitors to announce winners are not allowed.

REASONABLE STANDARD OF CONDUCT:

Exhibiting companies wishing to utilize the services of individuals other than their own associates, such as celebrities, entertainers, authors, etc., are required to seek approval for the activity 60 days in advance of the TCASE sponsored event by contacting the TCASE Associate Director. The request shall include an overview of the proposed activity and provide enough detail to address how the activity will be conducted. Activities that are foreseen to be potentially disruptive to other exhibitors or violate the reasonable standard of conduct will not be approved.

The reasonable standard of conduct shall consist of representatives not being rude or offensive toward participants or other exhibitors. Questionable dress that is considered too casual or revealing and entertainment that is excessively loud or unsuitable for an educational conference will be prohibited. TCASE reserves the right to terminate any activities and remove offending participants during a TCASE event for failure to comply with the standard as defined. Non-employees of an exhibiting company will not be permitted access to the event without the prior approval of the TCASE Associate Director or Executive Director. Exhibiting companies failing to follow this procedure may be removed without refund and/or barred from future TCASE events for violations of this reasonable standard of conduct.

SOUND AND NOISE POLICY:

Operation of sound amplification or public address systems is not permitted in the exhibit hall. Exhibits that include the operation of musical instruments, radios, talking motion picture equipment, or noisemaking machines must be constructed or arranged so that the noise resulting from the demonstration will not disturb adjacent exhibitors and their patrons, and must meet prior approval by TCASE. Any noise that is disruptive to other exhibitors will not be permitted.

FOOD & BEVERAGE REGULATIONS:

All food and beverage served and distributed from a booth/suite or consumed in any public meeting space at the JW Marriott must be ordered from the Hotel. Please contact Ginger Meyners

(ginger@tcase.org), Associate Director, or Olivia Whaley (olivia@tcase.org), Meetings Manager, to inquire about the possibility of food service in the expo hall/suites or about hosting a private event in the hotel.

FIRE REGULATIONS:

No flammable fluids, substances or materials of any nature, including decorative material that is not flameproof may be used in the booth. Electrical wiring must conform to the National Electric Code Safety rules. Each exhibiting company must comply with local fire regulations.

SPACING OF COMPETITORS:

TCASE cannot guarantee competitor separation. Considerations for priority booth/suite placement are based on the exhibiting company's relationship to TCASE including, but not limited to, sponsorship, membership and tenure of exhibiting at TCASE events. Exhibitor agrees to accept the booth(s) selected by their own representative. **Since placement is not confirmed until booths are fully paid, changes can occur.**

CANCELLATION POLICY:

All exhibit space cancellations must be submitted in email to Olivia Whaley (olivia@tcase.org) or Ginger Meyners (ginger@tcase.org). Cancellations received on or before **June 14, 2024** will be refunded at 50% of the total booth fee, unless other agreements are made by TCASE. Refund policy applies to deposits as well as to full payments. No refunds will be granted for space cancelled after **June 14, 2024**. Any notice by the Exhibitor to reduce booth space will be treated the same as a booth cancellation, and the Exhibitor will receive a refund of all, a portion or none of the difference in cost in accordance with the above notice dates and percentages. Upon receipt of notice of cancellation, TCASE may assign the cancelled space to any person or use such space for any purpose, all without notice and without further liability to the Exhibitor. This cancellation policy applies to all exhibiting firms.

HOTEL ROOM BLOCK:

Each registered exhibiting company will receive information to make hotel reservations. Lodging is available on a first come, first served basis. **Hotel reservations made as part of the Interactive 2024 block are exclusively for individuals who are exhibiting, sponsoring, speaking or attending the conference.**

***If exhibitor is requesting more than five hotel rooms, please secure a separate block with the host hotel.**

STANDARDS OF EXHIBITION:

These rules and regulations constitute a bona fide part of the application/contract for exhibit space and have been established in accordance with guidelines set forth by the International Association for Exhibition Management's (IAEM) Guidelines for Display Rules and Regulations. TCASE reserves the right to make all interpretations and decisions should questions arise, and to establish further regulations as may be deemed necessary to the general success and well-being of the show. TCASE's decisions and interpretations shall be accepted as final in all cases.

1. Show Management

Texas Council of Administrators of Special Education (TCASE) and their Exhibit Provider (Show Management) reserve the right to restrict exhibits which, because of noise, method of operation, materials, promotion of door-to-door sales or other reasons, become objectionable. TCASE or Show Management may forbid installation or request removal or discontinuance of an exhibit or promotion, wholly or in part, that in its opinion is not in keeping with the character and purposes of TCASE. Should there be any question on conforming to the following exhibit rules and guidelines final judgment will be made by TCASE.

2. Exhibit Selection & Payment

All exhibits and related demonstrations and presentations must serve the interests of TCASE members and conference participants. Submission of application does not constitute or imply approval to participate in any TCASE event. TCASE reserves the right to determine eligibility of exhibitor for inclusion in the show prior to, or after, execution of the agreement.

- a. **Space Selection:** TCASE uses an online registration process in which exhibitors indicate their booth/suite preferences. Exhibitors are responsible for the selection of their own location and the pricing associated with the booth/suite. Considerations for priority booth placement are based on the exhibiting company's relationship to TCASE including, but not limited to, sponsorship, tenure of exhibiting at TCASE events, and membership. **Exhibit/suite spaces will not be assigned until payment has been made in full.** Exhibitor agrees to accept the booth(s) selected by their own representative or employee. Following space assignment, each applicant will receive an email notice of verification. TCASE and the Show Management reserve the right to modify the floor plan should it be deemed necessary.
- b. **Payment:** Applicants for exhibit space are required to agree to TCASE Standards of Exhibition before selection will be processed. **To be valid, each Application/Contract must be accompanied by payment for the total amount of the total booth(s) purchased.** Payment information is required at time of application. Checks are accepted and must be received by TCASE within 10 business days of application. Any Exhibitor who fails to make payments when due shall automatically forfeit any rights, privileges and claims of any nature, including any payments previously made.
- c. **You must specify products or services scheduled for exhibition.** Any Exhibitor who fails to make payments when due expressly waives all rights to the use of assigned space, and TCASE shall have full right to consider this contract terminated and to lease the requested booth space to another Exhibitor.

3. Cancellation of Exhibit Space

All exhibit space cancellations must be submitted in writing to Olivia Whaley (olivia@tcase.org) or Ginger Meyners (ginger@tcase.org), Texas Council of Administrators of Special Education, 3305 Steck Ave, Suite 200, Austin, TX 78757. Cancellations received on or before **June 14, 2024** will be refunded at 50% of the total booth fee, unless other agreements are made by TCASE. Refund policy applies to deposits as well as to full payments. No refunds will be granted for space cancelled after **midnight, June 14, 2024**. This cancellation policy applies to all exhibiting firms.

4. Cancellation of Event

If TCASE cancels the Event due to circumstances beyond the reasonable control of TCASE (such as acts of God, pandemic, war, terrorism, disaster, civil disorder, emergency, government regulation, power outages, labor strike or unavailability of the facility), TCASE shall refund to Exhibitor its payments for exhibit space, minus a share of costs and expenses incurred by TCASE, in full satisfaction of all liabilities of TCASE, including expenses for the facility. TCASE reserves the right to cancel, rename or relocate the Event or change the dates of the Event. If TCASE changes the name of the Event, relocates the Event to another event facility within the same city, or changes the Event to dates that are not more than 30 days earlier or 30 days later, no refund will be due to Exhibitor, but TCASE shall assign to Exhibitor other space as TCASE deems appropriate and Exhibitor agrees to use that space under the terms of this Contract. If TCASE elects to cancel the Event other than for a reason previously described in this paragraph, TCASE shall refund to Exhibitor its entire payments

for exhibit space, in full satisfaction of all liabilities of TCASE to Exhibitor and other communications from TCASE and its affiliates under 47 U.S.C. § 227 and any other applicable laws and regulations.

This Contract (including the Application and any additional rules or regulations adopted by TCASE) states the entire Agreement of the parties with respect to the subject matter hereof, supersedes any prior written or oral understandings, agreements or representations by or between TCASE and Exhibitor relating to the Event, and cannot be modified or superseded except in writing and signed by the parties or as otherwise expressly set forth herein. This Contract is governed by the laws of the State of Texas.

5. Admission Policies

Exhibitors must confirm all exhibitor badge names for booth/suite staff with TCASE **no later than 14 days** prior to the conference (July 1, 2024).

Representatives must register upon arrival at the exhibit area and must wear Exhibitor identification (ID) badges at all times. Exhibitor ID badges allow access to the Exhibit Hall and exhibitor suites, if applicable.

Two (2) exhibitor badges are included with each 8' x 10 or 10' x 10' booth. Three (3) exhibitor badges are included with each exhibitor suite. A maximum of two additional badges are available for \$250 each.

Session Passes: Exhibitors who wish to attend conference sessions must pay an additional education course registration fee (\$200 per person).

Badge switching or the transfer of a badge to an unauthorized individual is a violation of this contract and will be subject to confiscation of the badge and removal of the individuals from the exhibit hall.

Exhibitor must not send any representative who has been convicted of a felony or whom Exhibitor or TCASE has reason to believe might pose a danger to others.

6. Minors and Non-Registered Guests

In the interest of safety and injury prevention, children under 18 years of age will not be permitted on the exhibition floor during installation and removal of exhibits without permission of TCASE. All children must be accompanied by an adult at all times.

The exhibit hall and all meeting spaces are for registered attendees, exhibitors and speakers only. While participants sometimes have other guests with them in the hotel during the event, at no time should unregistered guests be in the exhibit hall without specific permission of TCASE. Food and beverage served by TCASE and other exhibitors is intended for conference attendees, speakers and exhibitors only, and should not be taken for the consumption of others.

7. Exhibit Space Guidelines

All exhibits must conform to these guidelines and may not extend beyond the boundaries of the exhibit space. Exhibitors with large equipment must reserve sufficient space to ensure that equipment which exceeds four (4) feet in height and which, by virtue of its size, cannot be confined to the rear half of the exhibit space, is no nearer than ten (10) linear feet from any adjoining exhibit space.

Exhibitors are not permitted to sublet or share any portion of their exhibit space with another business or firm without the written consent of TCASE. Exhibitors may not display merchandise of other manufacturers or distributors where no direct business relationship exists.

8. **Exclusive Use of Space**

Aside from publicized set up hours, exhibitors are permitted access to the exhibit hall 30 minutes before and 30 minutes after posted official show hours. Additional access may be arranged by requesting an off-hours entry pass, which will be granted solely at the discretion of TCASE.

9. **Installation and Dismantling**

- Move in will occur on **Sunday, July 14 between 3 – 7 pm**. All exhibit installations must be completed by **7 pm on Sunday, July 14**. Any space not claimed and occupied or for which no special arrangements have been made before **7 pm on July 14**, may be resold or reassigned by TCASE without any obligation on the part of TCASE for any refund whatsoever.
- All exhibits must be ready for viewing by **7:30 am, Monday, July 15, 2024**. No installing, dismantling, rearranging, repairing, servicing, removing, or supplementing of exhibits will be permitted during the viewing hours without the permission of TCASE and Show Management.
- Exhibitors are required to participate during all show hours each day as listed in the conference schedule.
- To ensure the safety of all conference attendees and exhibitors and to provide a positive attendee experience, dismantling of displays **must not begin** until after exhibits close at **4 pm on Tuesday, July 16, 2024**. Packing up before the scheduled move-out time will result in the following:
 - First offense – Booth placement in the back of the exhibit hall for the next event regardless of sponsorship status;
 - Second offense – Exhibitor will not be invited to exhibit at future TCASE events.
- All exhibits must be removed and the building vacated by **6 pm on Tuesday, July 16, 2024**.

10. **Display Guidelines**

- a. Display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring Exhibitors. Lighting should be directed to the inner confines of the booth space and should not project onto other exhibits or show aisles. Interference with the light or view of other Exhibitors will not be permitted. No signs may be hung from ceiling.
- b. Exhibitor shall not display or place any product, sign, partition, person, apparatus, shelving or other construction that extends more than 8' above the floor or more than 4' forward from the back of the wall of the booth, with the exception of such products of freestanding island spaces, subject to the approval of TCASE. Displays between the back construction and the front of the booth may be no higher than 4'. Please ensure that all booth heights are kept to 10' or less. Interfering with light or view of other exhibitors is not permitted.

11. **Sound, Demonstrations, Literature/Giveaways**

TCASE and Show Management reserve the right to determine at what point sound constitutes interference with others and must be discontinued.

Exhibitors should be aware that music played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted compositions. ASCAP, BMI, and SESAC are three authorized licensing organizations that collect copyright fees on behalf of composers and publishers of music. Liability for infringement rests with Exhibitor.

Exhibitors shall conduct sales presentations and product demonstrations in a manner which assures all exhibitor personnel and attendees are within the contracted exhibit space and not encroaching on the aisle or neighboring exhibits. **Exhibitors and other company representatives must not block aisle access to other exhibitor's booths.** It is the responsibility of each exhibitor to arrange displays, product presentations, audio visual presentations, and demonstration areas to ensure compliance. No activities should be planned or products displayed in a manner that would require an audience to gather in the aisles. TCASE and Show Management reserve the right to determine if a demonstration interferes with adjacent exhibit spaces and when it must be discontinued.

Informational, promotional, educational or other giveaway matter may be distributed only at the exhibitor's display and must be related strictly to the products and/or services on display or eligible for display, and for products which are directly available from the exhibitor. Distribution from booth to booth or in the aisles is forbidden, and exhibitors must confine their exhibit activities to the space for which they have contracted.

No exhibitor may distribute or leave behind merchandise, signs, or printed materials in the registration areas, meeting rooms, or public areas of the event site, including tables, hotels, shuttle buses, parking garages, etc., without written prior approval of TCASE.

12. **Care of Exhibit Space**

Exhibitors must not place any refuse or any materials which will endanger public safety or cause inconvenience to other exhibitors on the floor during exhibit hours. Exhibitors shall not injure, mar, mark, paint, or in any manner deface the hall, or use nails, hooks, pins, screws, or tape on the building. The exhibitor is liable for any and all damages which they may cause to the building or otherwise in connection with their exhibit.

13. **Exhibitor Behavior & Hospitality Events**

Uncivil, unethical, illegal or disruptive conduct, such as tampering with another party's exhibit or engaging in corporate espionage is strictly prohibited. Exhibitor's personnel and their representatives may not enter the exhibit space or loiter in the area of another exhibitor without permission from that exhibitor, and at no time may anyone enter an exhibit space that is not staffed. Violators may be ejected from the event at the discretion of show management.

14. **Conflicting Events**

No exhibitor, or any affiliate thereof, shall conduct any off-site activity during official event hours that would encourage attendees to leave the officially scheduled event activities, including TCASE evening events. Scheduled activities (such as breakfasts and lunches) should also not prevent attendees from returning to convention events by the scheduled start time. Only exhibitor suites arranged through TCASE can be open during event hours. **Any demonstrations/trainings that will be conducted in exhibitor suites must not conflict with conference educational sessions.** All product and service providers, including exhibitors and sponsors, are to notify TCASE of any offsite activities within two (2) weeks of the start of the event. Failure to comply could result in exclusion from future speaking, sponsorship and exhibit opportunities.

15. Licensing & Permits

Exhibitors are responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material. Exhibitors are liable for and shall indemnify and hold TCASE and Show Management, its directors, officers, employees and agents, harmless from all loss, claims, causes of action, suits, damages, liability, expenses, and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) by exhibitor, its agents or employees, of any patent, copyright, trademark or other mark, trade secret rights or privileges.

Exhibitors may sell products on the exhibit floor during regular exhibit hours. Exhibitors are responsible for any and all permits required by law or local ordinance. An exhibitor without a Texas location is required to secure a use tax permit from the State of Texas Comptroller of Public Accounts. Information is available via phone at 800-252-5555 or at <http://www.window.state.tx.us>.

16. Insurance and Liability

TCASE is not responsible for the loss of property from theft, damage by fire, water, accident, or other causes.

Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of exhibitor's activities on the Hotel premises and will indemnify, defend and hold harmless TCASE, the Hotel, its owners and its management company as well as their respective agents, servants, and employees for any and all such losses, damages and claims.

The Exhibitor, its independent contractors, and its agents of every kind agree to obtain the following insurance coverage during the dates of the TCASE Conference (including move-in and move-out days) and furnish a certificate of insurance to TCASE:

- Comprehensive General Liability coverage in the amount of \$1,000,000 per Occurrence;
- \$2,000,000 General Aggregate;
- Names Texas Council of Administrators of Special Education, Inc., 3305 Steck Avenue Ste 200, Austin, TX 78757 as an additional insured.

Exhibitor agrees, in displaying, marketing, promoting, or completing any sales transactions on its goods or services, that it is compliance with the local, state, and federal laws.

17. Exhibit Furnishings, Installation and Removal

- Each booth includes 8' back drapes, 3' wing drapes, a sign displaying booth number and company name, (1) 6' draped table, (1) wastebasket, and (2) padded side chairs . All other furnishings and displays will be at the exhibitor's expense. An exhibitor service manual with order forms for furnishings will be sent to exhibitors upon application approval.
- Each exhibitor suite includes tables and furniture. Any requests for audio/visual or food and beverage will be handled directly with the JW Marriott.
- All exhibits must be completely installed and ready for viewing by the date and hour the show is scheduled to begin. Exhibits or displays may not be removed from the show until the show has been officially closed.

- Exhibitors may install and remove their own exhibits, or to appoint firms other than the official contractor, so long as these firms conform to all rules and regulations and do not disrupt the orderly installation and removal of exhibits.
- There are certain exclusive contractors with specific responsibilities for services, such as electrical, drayage, cleaning, and catering, with which exhibitors must contract. An exhibitor service kit with designated contractors and their forms will be sent to each exhibitor upon approval by TCASE by Show Management.
- All exhibitor property must be removed from the exhibit hall by the end of the designated exhibitor move-out time. In the event that exhibit space is not vacated by that time, Show Management is authorized to remove, at the exhibitor's expense, all goods and property of the exhibitor, and Show Management or its agents shall not be liable for any damage or loss to such goods or property by reason of such removal.

18. Use of TCASE Trademark

The TCASE logo is a registered trademark and cannot be used without written permission of Show Management and prior approval of proposed trademark use. Approval of an application does not carry TCASE's endorsement of the products or services of that exhibitor.

19. Conditions of Agreement

These Standards of Exhibition are subject to all rules and regulations named herein, and also to all conditions the exhibit facility has made available. Exhibitor agrees to abide by all applicable fire, utility, and building codes.

- a. **Indemnity to TCASE:** It is expressly understood and agreed by each and every contracting Exhibitor and his or her guests that neither TCASE nor its employees, nor its contractors shall be liable for personal injury or loss or damage to the goods or properties of Exhibitors. All property of the Exhibitor is understood to remain under his or her custody and control in transit to, within, or in transit from the confines of the Exhibit Hall, subject to the Rules and Regulations of this Convention. By signing the Contract, Exhibitor releases and agrees to indemnify TCASE, its managers, officers, members, sponsors, employees, and agents, and indemnify and save them harmless from any suit or claim for property damage or personal injury (including punitive damages) by whomsoever sustained, including Exhibitor and its employees, servants, independent contractors, and agents of every kind or employees on or about the Exhibitor's display space or arising out of Exhibitor's participation in the exhibition, expressly including such damage or injury resulting in any part from the negligence of one or more of the aforementioned indemnities. The provisions of this section shall survive the termination of this Agreement.
- b. **General: Exhibitors may not schedule private functions or events which conflict with TCASE's officially-scheduled conference events and activities. TCASE reserves the right to make such additional conditions, rules and regulations as TCASE deems necessary to enhance the success of the TCASE Conference.** Failure of TCASE to declare any violation of these rules immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such violation. TCASE shall have the right to declare any violation at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. The receipt of any rent or payment by TCASE, with or without knowledge of any breach or violation by TCASE of any conditions, terms, or covenants, hereunder shall not be determined or considered as a waiver of any provision hereunder. Venue for any legal proceeding concerning this Contract shall be in Travis County, Austin, Texas. TCASE reserves the right to exclude from the exhibit area and/or

the Conference, without any refund or reimbursement, any Exhibitor, its employees, servants, independent contractors, and agents of every kind who breach this Contract, behave inappropriately (including sexual harassment) at the Conference functions or in the exhibit hall, violate the law, misrepresent his or her products or services, or otherwise bring discredit upon the Conference or TCASE. Any such conduct shall constitute a material breach of this Contract.

- c. **Americans with Disabilities Act:** The Exhibitor agrees to comply with the laws and regulations set forth for public accommodation by the Americans with Disabilities Act (ADA) and applicable state and local law. The Exhibitor further agrees and warrants that any Exhibitor booth, display, or other contrivance placed in the exhibit space licensed to the Exhibitor by TCASE shall at all times comply with ADA and applicable state and local law, including accessibility, usability, and configuration. The Exhibitor further agrees to fully indemnify and hold TCASE harmless from any and all claims or actions (including administrative claims) brought against TCASE as a result of the Exhibitor being in violation of the ADA, its regulations, or applicable state or local law during the period of this contract, including the amount of any claim or judgment TCASE is compelled to pay, and the costs, including attorney's fees incurred by it in defending against all such claims. TCASE reserves the right to revoke this contract with penalty if it determines that the Exhibitor is in violation of the ADA or applicable state or local law with respect to any exhibit booth, display or other contrivance placed in the space licensed to the Exhibitor under this Contract.
- d. **Survival:** The Exhibitor agrees that it shall remain obligated to TCASE under all clauses of this Agreement that expressly or by implication survive the expiration of the period contemplated by this Agreement.

All points not covered herein are subject to settlement by Show Management, and Show Management reserves the right to make such changes, amendments, and additions to these rules and such further regulations as may become necessary. This agreement shall be governed by the laws of the State of Texas.

AUTHORIZED SIGNATURES: The person signing on behalf of the Exhibitor represents and warrants to TCASE that he or she has full authority to sign this Contract. However, in the event he or she is not authorized, he or she will be personally liable for the faithful performance of this contract.

AGREEMENT: We agree to abide by the standards and policies set forth in this agreement for the Interactive 2024 Convention. We understand that failure to comply with these standards and policies could result in exclusion from future speaking, sponsorship and exhibit opportunities. As the signer of this agreement, I understand it is my responsibility to notify all my representatives of these standards and policies and ensure they are followed.

Company Representative Name and Title: _____

Company Name: _____

Signature and Date: _____