EDUCAUSE 2016 TERMS AND CONDITIONS

The following Terms and Conditions govern this contract (Contract) between EDUCAUSE and the Exhibitor (Exhibitor):

1. **Acceptance.** Acceptance of this Contract by EDUCAUSE is effective when: (1) a copy of this Contract is signed by an authorized representative of Exhibitor's organization; and (2) this Contract is accepted by EDUCAUSE. EDUCAUSE reserves the absolute right to decline or reject any proposed Exhibitor whose products or services do not conform to EDUCAUSE's published criteria.

2. **Endorsement by EDUCAUSE.** EDUCAUSE does not endorse or assume responsibility for any Exhibitor and its products and services. Mere participation in the exhibition does not imply such endorsement. Exhibitor understands and agrees that it may not advertise or otherwise represent that EDUCAUSE endorses its products and services.

3. **Cancellation by Exhibitor: Liquidated Damages.** The exhibitor has the right to cancel this contract at any time. Exhibitor understands and agrees that EDUCAUSE will incur damages from the Exhibitor's cancellation or downsizing. Exhibitor agrees the following is a reasonable estimate of such damages and agrees to the following refund schedule as liquidated damages in the event of the Exhibitor's cancellation or downsizing: February 1–29, 2016, 50% refund; March 1–31, 2016, 40% refund; April 1–30, 2016, 30% refund; May 1–31, 2016, 20% refund; on or after June 1, 2016, no refund. In order for cancellation to be effective, EDUCAUSE must be notified in writing, and the date of cancellation must be within the dates EDUCAUSE receives such notice.

4. **Cancellation, Termination, or Postponement by EDUCAUSE.** In the event that any unforeseen occurrence shall render the fulfillment of this agreement impossible or inadvisable by EDUCAUSE, the parties shall mutually amend or terminate the agreement at EDUCAUSE's option. The Exhibitor hereby waives any claim against EDUCAUSE for damages or compensation. No monies will be returned should the dates or location of the show be changed by EDUCAUSE. In this case, the Exhibitor will be assigned space that the Exhibitor agrees to use under these same rules and regulations. EDUCAUSE shall not be financially liable in the event the show is interrupted, canceled, or moved if dates change, except as provided herein.

5. **Insurance.** During the term of this Contract and for the dates of the exhibit, including move-in and move-out days, Exhibitor shall obtain and maintain Comprehensive General Liability insurance. Such policy shall provide minimum coverage of not less than $1,000,000 per occurrence and shall name EDUCAUSE, its officers, directors, employees, and agents as additional insureds. A certificate evidencing such policy and its coverage and indicating the additional insureds as required herein may be requested by EDUCAUSE. Failure to provide such a certificate constitutes grounds for EDUCAUSE to cancel this Contract without liability and to retain Exhibitor's booth fees as liquidated damages. Exhibitor understands and agrees that neither EDUCAUSE nor the Conference Facility maintains insurance covering Exhibitor's property, and it is the sole responsibility of Exhibitor to obtain sufficient insurance coverage for such property.

6. **Right to Eject Exhibitors.** Exhibitor understands and agrees that its attendance and participation at the exhibition must comply with all provisions of this Contract. If EDUCAUSE determines Exhibitor is in breach of this Contract, EDUCAUSE may terminate this Contract and eject Exhibitor from the show floor without a refund or liability to EDUCAUSE. In the event Exhibitor is ejected from the show floor, EDUCAUSE may resell Exhibitor's booth space and retain all fees received from Exhibitor. Exhibitor understands that a condition of exhibiting in EDUCAUSE's exhibition is adhering to proper Exhibitor conduct at all times while participating in the EDUCAUSE show. Proper conduct includes, but is not limited to, Exhibitor personnel staying within the confines of the designated booth space and refraining from walking the aisles or exhibit floor, occupying another Exhibitor's booth, or distributing materials outside the designated booth area. Such activity will be deemed improper conduct and will be grounds for the Exhibitor being removed from the exhibit floor for a day or permanently, at EDUCAUSE's sole discretion.

7. **Outstanding Debts.** All outstanding debts owed to EDUCAUSE must be paid prior to participation in the exhibition. If such debts remain unpaid at the time of the exhibition, EDUCAUSE reserves the right to exclude Exhibitor and its subcontractor(s) from the exhibition without liability. Failure of EDUCAUSE to exercise rights under this provision will not waive EDUCAUSE's right to full collection.

8. **EDUCAUSE Membership Dues.** The corporate membership year runs from July 1 to June 30. Member pricing for the EDUCAUSE Annual Conference assumes the company is a member at the time of booth selection and at the onset of the conference. If membership dues are not paid prior to EDUCAUSE 2016, the difference between the member and nonmember rate must be paid by the exhibitor, prior to setup at EDUCAUSE 2016.

9. **Compliance with All Applicable Rules and Laws.** In addition to the provisions of this Contract, Exhibitor agrees to abide by all applicable rules, regulations, and state and local laws, including the rules of the Conference Facility and fire and safety regulations.

10. **Severability.** If any provision(s) of this Contract are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11. **Choice of Law.** This Contract will be construed under the laws of the State of Colorado.

12. **Incorporation of Exhibitor Kit.** All policies, rules, and regulations contained in the exhibitor kit or its equivalent provided by EDUCAUSE are hereby incorporated by reference and made part of this Contract. EDUCAUSE may, from time to time and without prior notice to Exhibitor, amend its policies, rules, and regulations. Exhibitor acknowledges that the Rules and regulations are subject to change and agrees to periodically check the online posting to ensure that Exhibitor complies with the current Rules and Regulations.

13. **Mediation.** In the event of any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination, or validity of it, the parties shall first attempt to resolve the matter over a period of at least 30 days before resorting to formal dispute resolution, except that equitable remedies may be sought immediately.

14. **Indemnification; Limitation of Liability.** Exhibitor assumes full responsibility for the acts, omissions, and conduct of its representatives, agents, and contractors and agrees to indemnify, hold harmless, and defend EDUCAUSE. Its officers and directors, employees, and agents from and against any and all claims, losses, damages, governmental fines or penalties, and costs or expenses (including court costs, interest, and attorney fees) of any kind whatsoever arising from such acts, omissions, and conduct except to the extent that such claims, losses, and damages are the direct result of EDUCAUSE's gross negligence or intentional acts. In any event, EDUCAUSE's liability to Exhibitor under this Contract shall be limited to and not exceed the amount of booth fees paid by Exhibitor.

15. **Waiver.** Waiver by either party of any term or condition of this Contract or any breach shall not constitute a waiver of any other term or condition or breach of this Contract.

16. **Entirety of Contract.** This Contract and all documents incorporated by reference constitute the entire agreement of the parties and may not be modified or amended in any respect whatsoever without written consent of EDUCAUSE.

I understand that our participation must conform to these Terms and Conditions and Rules and Regulations provided by EDUCAUSE.

Date: ___________________________ Company: ___________________________ Name: ___________________________ Title: ___________________________

Exhibitor Authorized Signature: ___________________________