

# The 2015 Summit for Online Leadership and Strategy

January 20-22, 2015 ★ Grand Hyatt San Antonio



*a joint presentation*



## Rules and Regulations

### 1. Facility Maintenance

Exhibitor and its agents shall not injure, deface or damage any part of the exhibit building, tabletops, tabletop contents, show equipment or décor. When such damage appears, the exhibitor and/or its agent shall be liable to the owner of the property for any such damage. UPCEA shall have the right at any time to enter the leased area occupied by the exhibitor or otherwise inspect exhibitor's materials

### 2. Storage

Packing crates and/or boxes are not permitted in sight in the tabletop area during the exhibit period(s). It is the exhibitor's responsibility to mark and identify their boxes and crates. UPCEA and The Grand Hyatt San Antonio assume no responsibility or liability for the condition of contents of crates and boxes. Due to local Fire Code Regulations it may be necessary to store empty crates or boxes outside the building. UPCEA and The Grand Hyatt San Antonio assume no responsibility or liability for theft or damage to them.

### 3. Assignment of Tabletop Space/Payment Terms

Reasonable efforts will be made to honor specific tabletop location requests; however, UPCEA does not guarantee specific tabletop space or location requests. UPCEA reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary. Payment should be made to UPCEA pursuant to the terms of the Online Application to Exhibit contract (check vs. credit card). UPCEA reserves the right to not accept an exhibit application that might be objectionable, unethical, in breach of the law or contrary to the best interests of the Seminar, and to prohibit and/or remove any exhibits which might detract from the general character of the Seminar.

### 4. Cancellation of Tabletop Space

All requests for cancellation of tabletop space must be made in writing. If an exhibitor cancels, the following deadlines shall apply: a. full refund will be granted where notice of cancellation is received by UPCEA before November 20, 2014; b. 50% refund will be granted where notice of cancellation is received by UPCEA on or before December 20, 2014; and, c. 0% refund for cancellation requests received after December 20, 2014. Once the tabletop space is canceled, UPCEA reserves the right to resell the space.

### 5. Security

The Grand Hyatt San Antonio provides security 24 hours a day by a proprietary staff of officers. UPCEA and The Grand Hyatt San Antonio strongly recommend that each exhibitor not leave portable, valuable merchandise exposed in the Exhibit Area, especially during set-up and dismantling. The exhibitor retains sole legal and financial responsibility for its own exhibit personnel or volunteers, exhibit materials and the conduct of its activities within the Exhibit Area.

### 6. Playing or Reproduction of Music

Exhibitor shall not play music that is inappropriate, or at a level that is disturbing to other exhibitors and attendees.

### 7. Tabletop Sales Transactions

To ensure compliance with applicable federal, state and local laws and regulations, no tabletop sales transactions will be permitted in the Exhibit Area during the Seminar Exhibition; however, the exhibitor may accept an order at the tabletop where the sales transaction is consummated and then appropriately invoice at a later date.

### 8. Errors and Omissions

UPCEA assumes no responsibility or liability for any services performed or materials delivered by other suppliers to the Exhibit Area, their personnel or their agents.

### 9. Liability/Insurance

Notwithstanding the security provided under Section 9 above, the exhibitor understands and agrees that UPCEA and The Grand Hyatt San Antonio, including their respective officers, directors, employees, staff, agents or volunteers, shall not be responsible for the safety of property of the exhibitor from theft, damage by fire, accident, vandalism or other causes, and the exhibitor hereby waives and releases any claims or demands it may have against any of them by reason of any damage to or loss of any property of the exhibitor. The exhibitor further understands and agrees that UPCEA and The Grand Hyatt San Antonio, including their respective officers, directors, employees, agents, staff and volunteers, shall not be liable for injury of any type from any cause to persons conducting or otherwise participating in the Seminar Exhibition or to invitees, guests or employees of the exhibitor. The exhibitor understands and agrees that UPCEA and The Grand Hyatt San Antonio, including their respective officers, directors, employees, agents or volunteers, do not carry business interruption or property

damage insurance coverage for loss or damage of exhibitor's property. It is strongly recommended that the exhibitor obtain adequate insurance coverage, at its own expense, for property loss or damage and liability for personal injury or death. The exhibitor understands and agrees that UPCEA, including their respective officers, directors, employees, agents or volunteers, shall not be liable to exhibitor in excess of consideration paid by exhibitor, exclusive of deposit, for breaches of conduct or tortuous conduct by UPCEA.

10. Hold Harmless and Indemnification  
Exhibitor agrees to indemnify, hold harmless and defend UPCEA and The Grand Hyatt San Antonio, and their respective officers, directors, employees, agent, staff and volunteers from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever as they arise (including, but not limited to court costs, reasonable attorneys' fees and interest) which UPCEA and The Grand Hyatt San Antonio may incur, suffer, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act, error or omission or breach of these terms, conditions, rules or regulations by the exhibitor, its officers, directors, employees, staff, volunteers, agents or representatives. Exhibitor assumes full responsibility and liability for the actions of its agents, employees, representatives and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless and defend UPCEA and The Grand Hyatt San Antonio, as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of acts, errors or omissions of the exhibitor, its agents, employees, representatives or independent contractors whether acting within or without the scope of their authority.

11. Enforcement of Regulations  
UPCEA retains full power and authority to interpret and enforce all rules and regulations of the Seminar Exhibition and power to make amendments and/or further rules and regulations that are considered necessary for proper conduct in the Exhibit Area and at the Seminar. Such decisions shall be binding upon all exhibitors. Failure to comply with these or any other regulations or amendments may be sufficient cause for UPCEA to require immediate removal of the exhibit and/or offending exhibitor. Failure to comply may also result in forfeiture of all further rights to exhibit at future seminars and conferences sponsored by UPCEA, together with all fees paid. UPCEA may lease any space so forfeited to another exhibitor and retain all revenue collected.

12. Cancellation or Postponement of Show  
In the event the Seminar Exhibition is postponed due to any occurrence not occasioned by the conduct of UPCEA or The Grand Hyatt San Antonio or exhibitor, whether such occurrence be an Act of God, common

enemy, result of war, riot, civil commotion, act of terrorism, public health emergency, labor dispute, government act, or act or conduct of any person or persons not party or privy to this agreement, then performance of the parties under this agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation of the Seminar Exhibition, the obligations of the parties under this agreement shall automatically be terminated and all rental payments made under this agreement shall be refunded to the exhibitor, less a pro rata share of expenses actually incurred by UPCEA in connection with the Seminar Exhibition. UPCEA reserves the right, with no liability to the exhibitor for refunds, additional expenses or otherwise, to change the date or place of the Seminar Exhibition upon two weeks written notice to the exhibitor, effective from the date of mailing of such notice.

#### 13. Waiver

Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of their agreement. Any rights of UPCEA shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of UPCEA.

#### 14. Applicable Law and Jurisdiction

Exhibitor agrees that the laws of the District of Columbia shall control the construction and enforceability of this agreement and hereby consents to the jurisdiction of the District of Columbia and Federal District Court within the District of Columbia with respect to any right of action arising under this agreement.

#### 15. Severability

In the event any provision of this Agreement is held invalid or unenforceable, then neither remaining provisions of this agreement nor other applications of provisions involved shall be affected thereby.

#### 16. Agreement subject to Terms of Facility Lease

This agreement between the exhibitor and UPCEA is subject to the terms and conditions of the lease agreement between UPCEA and the exhibition facility, and to the terms of any and all agreements between UPCEA and any other party relating to the Seminar Exhibition. The exhibitor shall not undertake any act or fail to fulfill any obligation which shall be in violation of said lease or agreements.

#### 17. Conference Photo Policy

Registrants of UPCEA Events agree to allow UPCEA and its official photographer to photograph them in the context of the conference. Footage captured by the official UPCEA photographer may be used in future print and electronic promotional and archival materials. For questions or concerns, please call 202.659.3130 or email [info@upcea.edu](mailto:info@upcea.edu).