

EXHIBITOR TERMS, CONDITIONS & RULES

Palm Springs Convention Center | March 14 - 17, 2018

Exhibit Space Size & Fees

Standard, Aisle/Corner, Priority booths are 10' x 10', the cost is based on location within the hall. Standard booths are \$1150, Aisle/Corner booths (+) are \$1300, and Priority booths (*) are \$1450. Booth space is assigned on a first-come, first-serve basis. No booth space will be held without full payment. *Booths on outer walls of exhibit floor are 8x10 in size and sold at Standard price of \$1150 without recharging.*

California Reseller's License

No exhibitor will be permitted to sell merchandise in the Exhibit Hall unless the company has submitted a California Reseller's Permit number to CUE, Inc. To obtain a permit for the CUE Conference call (760) 346-8096 (California) and (916) 227-6600 (out of state).

Installation & Dismantling

Exhibitor Set Up Hours:
Wednesday, March 14, 8:00 am – 6:00 pm
Thursday, March 15, 8:00 – 9:30 am

TENTATIVE SCHEDULE: Booth set-up must be completed prior to 9:30 am on Thursday, March 15. Break-down will start on Saturday, March 17, at 1:00 pm. Exhibitors who wish to unload hand-carriable materials from their vehicles should check directly with Total Expo regarding union regulations. Specific questions related to union labor for booth set-up and dismantling may be directed to Exhibitor Services at TotalExpo, (310) 320-4203 or csr@totalexpo.com. CUE, Inc. cannot intercede in union matters. Any space not claimed and occupied by 9:30 am, Thursday, March 15, may be reassigned without refund. The exhibitor expressly agrees not to dismantle his or her exhibit or to do any packing before the closing of the exhibits at 12:00 pm Saturday, March 17. Exhibitors in violation of these rules will be fined \$500 and not be allowed to exhibit at future CUE Conferences until fee is paid.

Operation Restrictions

- All giveaways, promotions, contests and events must be approved by CUE, Inc. 60 days prior to the Conference.
- Any booth display or sign that exceeds 8' in height must be approved by CUE, Inc. 60 days prior to the Conference.
- Distribution of promotional material and solicitation of business may be made only within the booth assigned to the exhibitor.
- Vendors with 400 square feet of booth space or requiring hanging signs or banners must contact Total Expo prior to the conference to make special arrangements.

Lead Retrieval

We are again using the 1st Sales lead retrieval and qualification system for our upcoming conference! Using a very cool one-button wireless scanner, you can easily set up your own custom tagging of leads for product interest, follow-up plans, purchasing time-frame, etc., and you can even take hand-written notes.

The scanner is small enough to slip into your pocket and yet stores 10,000 scans without recharging. Use the scanners at your concurrent sessions and say good-bye to the dreaded hand-written sign-in sheets! Check them out at www.1stsales.com



CUE 2018
NATIONAL CONFERENCE
PALM SPRINGS, CALIFORNIA | MARCH 14-17

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1. Purpose of Exhibit. The CUE 2018 Conference is one of the top National Shows and currently the largest Ed Tech Conference in the West Coast. The Exhibition staged in conjunction with the Conference sessions is a vital element of this educational process. Selling, price posting and order taking will be permitted on the floor during posted exhibit hours.

2. Assignment of Exhibit Space. Exhibit Management shall assign space to the Exhibitor for the period of the Exhibit in priority order based on receipt of enclosed Contract and full payment. Such assignment is made for the period of this Exhibit only and does not imply that the same or similar space be held or offered for future exhibits. Every effort will be made to respect the Exhibitor's space choices whenever possible, but Exhibit Management decisions will be final. Exhibit Management reserves the right to transfer assignments when such action is deemed to be in the best interest of the total Exhibition. Furthermore, Exhibit Management reserves the right to withdraw its acceptance of this Application/Contract if it determines in its sole discretion that the Exhibitor is not eligible to participate or the Exhibitor's products or services are not eligible to be displayed in this Exhibit. CUE offers 50% off an 8x10 standard booth pricing to non profit organizations who provide proof of 501 (c) (3) status. CUE has the right to limit the number of non profit booths it accommodates.

3. Rental of Space and its Use. Standard, Corner/Aisle and Priority booth rental includes the following exhibit equipment: 4 exhibitor conference badges, 8' high back wall, 36" high side rails, plus a sign featuring the Exhibitor's company name, 6' draped table, and 2 side chairs. Twenty-four-hour general security is provided. Selection of booth space is on a first-come, first-serve basis. The entire fee for space must accompany the application in order to be considered.

4. Subletting of Space. The Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned or have representatives, equipment, or materials from firms other than his or her own in the Exhibit Space without written consent of the Exhibit Management. Only one company shall be considered as the Exhibitor; any other company or unity in the Exhibit space shall be considered a subsidiary or affiliate.

5. Installation and Dismantling. The Exhibitor explicitly agrees that in the event he or she fails to install his or her products in assigned Exhibit Space or fails to remit payment for required space rental at time specified, Exhibit Management shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper. In addition, the Exhibitor shall not dismantle or otherwise interfere with the orderly conduct and display of the Exhibits until the Exhibit Floor is finally closed to the Conference attendees. Any space not claimed and occupied by 9:30 am, Thursday, March 15, 2018, may be reassigned without a refund. Exhibitors who dismantle their exhibit prior to 1:00 pm Saturday, March 17, 2018 will be fined \$500 and will not be allowed to exhibit at any future CUE Conferences until fee is paid.

6. Fire and Safety Regulations. Exhibitor shall not pack merchandise in paper, straw, excelsior, or any other readily inflammable material. All cartons stored in the Exhibit building shall be emptied of contents. Exhibitor shall use no inflammable decoration or covering for display fixture, and all fabrics or other material used for decoration or covering shall be flameproof. If required by local law or ordinances, Exhibitor shall have on hand in its Exhibit Space a notarized affidavit establishing that its display materials have been treated during the last year by an approved chemical. All wiring devices and sockets shall be in good condition and meet the requirements of local law.

7. Union Labor. If required by local ordinances, Exhibitor must comply with all union regulations applicable to installation, dismantling, and display of the Exhibits. If you have specific questions relating to Union Labor please contact the Decorating Company.

8. Exhibitor Conduct. Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The proper written consent of Exhibit Management is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. Exhibit Management, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity immediately. All promotional plans must be submitted to Exhibit Management for approval. Distribution of pamphlets, brochures, or any advertising matter must be confined to the Exhibit Space. Exhibitor shall refrain from any action that will distract attendees from attendance at the Exhibit during open hours. Exhibitor shall not lead attendees from one Exhibit Space to another or to elevators or escalators. Exhibitors or any of their representatives shall not conduct themselves in a manner offensive to standards of decency or good taste.

9. Film, Sound Devices, and Lighting. If moving pictures, loud speakers, or sound devices are used, the Exhibitor agrees to comply with the union requirements for the operation of the equipment. Equipment will be permitted only if tuned to conversational level and is not objectionable to neighboring Exhibitors. Operating equipment that emits excessive noise must be run intermittently for specific demonstrations only. The Exhibit Management reserves the right to restrict the use of glaring lights or objectionable lighting effects.

10. Contractor Services and Information. Where an Official Contractor has been designated to perform services for an Exhibitor — such as the rental of furniture, set-up of Exhibits, electrical work, plumbing, labor, or any other service — no Exhibitor or representative shall contract for such services with other than the said Official Contractor unless permission has been secured in writing in advance from the Exhibit Management. Exhibit Management assumes no responsibility or liability for any of the services performed or materials delivered by the contractors.

11. Storage. Exhibitor will not be permitted to store packing crates and boxes in the booth or the Exhibit Hall during the Exhibition, but these, when properly marked, will be stored and returned to the booth by Service Contractors. It is the Exhibitor's responsibility to mark and identify all crates and boxes. Crates and boxes not properly labeled may be destroyed. No trunks, cases or packing material shall be brought into or out of the Exhibit Space during Exhibit Hours.

12. Photographs. No photographs shall be taken without the prior consent of Exhibit Management or the Exhibitors involved.

13. Copyright Policy
The copyright laws require the payment of a user fee before any performance of copyrighted work (such as music or literature) is used. Exhibitors are responsible for procuring permission to use any copyrighted work that is performed, broadcast, or displayed by such exhibitors during the TCEA exposition.

14. Release of Responsibility Clause. Exhibitor agrees to observe and abide by the foregoing Terms, Conditions, and Rules and by such additional Terms, Conditions, and Rules made by Exhibit Management from time to time for the efficient or safe operation of the Exhibit, including, but not limited to, those contained in this Contract. There is no other agreement or warranty between the Exhibitor and Exhibit Management except as set forth in this document. The Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arriving out of injury or damage to the Exhibitor's displays, equipment, and other property brought upon the premises of the Convention Center and shall indemnify and hold harmless the Convention Center and CUE, Inc., servants, and employees of any and all losses, damages, and claims.

CUE, Inc. and their respective officers, employees, and agents assume no responsibility whatsoever for any property, equipment or software sent to, installed in, shipped from, or otherwise in the custody of CUE, Inc. or its agents, or the Convention Center, and is hereby expressly relieved and discharged from any and all liabilities for any loss, injury, or damage which may be sustained for any reason.

15. Cancellation or Termination of Exhibit. If because of war, fire, strike, Exhibit Facility construction or renovation project, government regulation, public catastrophe, act of God, or the public enemy, or other cause beyond the control of Exhibit Management, the Exhibition or any part thereof is prevented from being held, is cancelled by Exhibit Management or Exhibit Space becomes unavailable, Exhibit Management's sole discretion shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate Exhibit fees received which remains after deducting expenses incurred by Exhibit Management and reasonable compensation to Exhibit Management. In no case shall the amount of refund to Exhibitor exceed the amount of the Exhibit fee paid.

16. Exhibitor Cancellation. Cancellation of any portion of this Application/ Contract by the Exhibitor will be accepted only at the discretion of Exhibit Management and then only based upon the following refunds: Prior to December 16, 2017 — 25% fee on cancelled space; between December 16, 2017, and January 6, 2018 — 40% fee on cancelled space; after January 6, 2018 — no refund. Except as the Exhibitor's rental obligation may be reduced as set forth in the preceding sentence, the Exhibitor is responsible for total booth rental irrespective of the reason for the cancellation by the Exhibitor because of the failure of an Exhibit to arrive for any reason. *Sessions and Rooms are non-refundable*

17. Agreement of Terms, Conditions & Rules. Exhibitor agrees to observe and abide by the foregoing Terms, Conditions, and Rules and by such additional Terms, Conditions, and Rules made by Exhibit Management from time to time for the efficient or safe operation of the Exhibit, including, but not limited to, those contained in this Contract. In addition to Exhibit Management's right to close an Exhibit and withdraw its acceptance of this Application/Contract, Exhibit Management in its sole judgment may refuse to consider for participation in future Exhibits an Exhibitor who violates or fails to abide by all such Terms, Conditions, and Rules. There is no other agreement or warranty between the Exhibitor and Exhibit Management except as set forth in this document. The rights of Exhibit Management under this Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Exhibit Management.