

1. Purpose of meeting rooms rental

ISTE 2017 is an educational event, and the exposition staged in conjunction with the professional conference is a vital element of this educational process. No selling, price posting, or order taking will be permitted on the Exhibit Floor, in Meeting Rooms or other areas controlled by Exhibit Management and ISTE during the exposition.

2. Assignment of meeting space

Meeting space will be assigned in the order reservations are received based on availability and space configuration. Notwithstanding the above, Exhibit Management reserves the right to change location assignments when such action is deemed to be in the best interest of the exposition. Instances involving relocation of a meeting room due to unforeseen circumstances, force majeure, or acts of God or war shall be governed by the provision "Cancellation, Postponement, or Relocation of Meeting Room" below. Exhibitor agrees that its meeting room shall be admitted into the exposition and shall remain from day to day solely on strict compliance with all the rules herein described. Exhibit Management reserves the right to reject, eject, or prohibit any meeting room in whole or in part, or any Exhibitor with cause if exhibit is unsuitable to or not consistent with the character of the exposition. Exhibit Management's liability for rejection with cause shall be limited to a refund to the Exhibitor of the amount of rental unearned at the time of ejection. However, if meeting room or Exhibitor is ejected for violation of these rules or for any other stated reason, no return of rental shall be made.

3. Rental of space and its use

Rental includes the following, based on package purchased:

Standard room package

Room size: 4m x 5m (13' x 16')

Amenities

- Private hardwall room.
- Carpet.
- Standard conference seating for 6.
- (2) 4' draped tables.
- Wastebasket.
- Tree.
- Sign indicating room number and company name (size up to 22" x 28").
- Convenient location either inside the expo hall or outside the expo hall in adjacent public space.

Deluxe room package

Room size: 5m x 5m (16' x 16')

Amenities

- All Standard room amenities, plus:
- Upgraded seating
- Deluxe conference seating for 6.

Premium room package

Room size: 6m x 5m (19.5' x 16')

Amenities

- All Standard room amenities, plus:
- Upgraded seating
- Premium conference seating for 6.
- Floral centerpiece.

Hanging signs: all hanging signs require written approval from Exhibit Management.

4. Subletting of space

The Meeting Room Renter shall not assign, sublet, or apportion the whole or any part of the meeting space assigned or have representatives, equipment, or materials from firms other than its own in the Meeting Space without written consent of Exhibit Management. Only one company shall be considered as the renter of the meeting space; any other company or unity in the Meeting Space shall be considered a subsidiary or affiliate.

5. Installation and dismantling

The Meeting Room Renter explicitly agrees that in the event it fails to install its products in assigned Meeting Space or fails to remit payment for required space rental or payment for advertising 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 Meeting Room Renter 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.

6. Fire and safety regulations

The Meeting Room Renter 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. The Meeting Room Renter shall use no inflammable decoration or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof. If required by local law or ordinances, the Meeting Room Renter shall have on hand in its Meeting 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, the Meeting Room Renter must comply with all union regulations applicable to installation, dismantling, and display of the Meeting Room.

8. Code of conduct

The Meeting Room Renter and its representatives agree to abide by the ISTE code of conduct. In addition to the above, Meeting Room Renter and its representatives shall not congregate or solicit trade in the aisles or Meeting Space. The prior 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 Meeting Space. Exhibit Management, in its sole and absolute discretion, may withdraw its consent at any time, in which event Meeting Room Renter 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 Meeting Space. The Meeting Room Renters are prohibited from bringing alcoholic beverages into Henry B. Gonzalez Convention Center. The Meeting Room Renter shall refrain from any action that will distract attendees from attendance at the exposition during open hours. The Meeting Room Renter shall not lead attendees from one Meeting Space to another or to elevators or escalators.

9. Film, sound devices and lighting

If images, loudspeakers, or sound devices are used, the Meeting Room Renter agrees to comply with union requirements for the operation of the equipment. Equipment will only be permitted if tuned to conversational level and is not objectionable to neighboring meeting rooms. Operating equipment that emits excessive noise must be run intermittently for specific demonstrations only. 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 a Meeting Room Renter such as the rental of furniture, setup of exhibits, electrical work, plumbing, labor, or any other service, no Meeting Room Renter or representative shall contract for such services with other than the said Official Contractor unless permission has been secured in writing in advance from Exhibit Management. Exhibit Management assumes no responsibility or liability for any of the services performed or materials delivered by the contractors.

11. Storage

The Meeting Room Renter will not be permitted to store packing crates and boxes in the meeting space or Henry B. Gonzalez Convention Center during the Exhibition, but these, when properly marked, will be stored and returned to the meeting room by Service Contractors. It is the Meeting Room Renter'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 Exhibition during Exhibit Hours.

12. Photographs

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

13. Liability and insurance

All property of the Meeting Room Renter remains under its care, custody, and control in transit to and from Henry B. Gonzalez Convention Center, during installation and removal, and while it is within the confines of Henry B. Gonzalez Convention Center. Neither Exhibit Management, ISTE, the owners or management of Henry B. Gonzalez Convention Center, nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism, or other causes, and the Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Meeting Room Renter, except where the damage or loss is due to the gross negligence or willful misconduct of Exhibit Management, ISTE, the owners or management of the Exhibit Hall, or their agents or employees, arising out of Exhibit Management's, the owners or managers of Henry B. Gonzalez Convention Center, or ISTE's duties and responsibilities under this agreement. The Meeting Room Renter understands that neither Exhibit Management, Henry B. Gonzalez Convention Center, nor ISTE carry business interruption and/or property damage insurance coverage for loss or damage of the Meeting Room Renter's property. The Meeting Room Renter agrees to obtain the following insurance during the dates of the exposition, including move-in and move-out days, and shall be prepared to furnish a certificate of insurance to Exhibit Management if requested: (a) Commercial general liability insurance coverage including protective and contractual liability for bodily injury and property damage; (b) Employer's liability insurance; (c) Worker's Compensation/ Occupational Disease coverage in full compliance with federal and state laws; (d) Comprehensive General Liability Automobile insurance.

14. Hold harmless and indemnification

This agreement shall not constitute nor be considered a partnership, joint venture, or agency relationship between ISTE, Exhibit Management, and Henry B. Gonzalez Convention Center. The Meeting Room Renter hereby agrees to indemnify, hold harmless, and defend ISTE, Exhibit Management and Henry B. Gonzalez Convention Center, and their respective officers, directors, and employees (Indemnities) 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, interest, and attorney's fees) which the Indemnities may incur, suffer, be part to, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission or breach of these terms, conditions, and rules, or violation of any ordinance or statute by the Meeting Room Renter or any of its employees or agents. The Meeting Room Renter assumes full responsibility and liability for the actions of its agents, employees, and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless, and defend the Indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the acts or omission of its agents, employees, or independent contractors whether acting within or without the scope of their authority. ISTE and Exhibit Management hereby each agree to indemnify, hold harmless and defend the Meeting Room Renter and its respective officers, directors, and employees (Indemnities) 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 interest and attorney's fees) which the Indemnities may incur, suffer, be part to, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission or breach of these terms, conditions, and rules, or violation of any ordinance or statute by ISTE and/or Exhibit Management or any of their employees, or agents. ISTE and Exhibit Management assumes full responsibility and liability for the actions of their agents, employees, and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless, and defend the Indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the acts or omission of their agents, employees, or independent contractors whether acting within or without the scope of their authority.

15. Cancellation, postponement, or relocation of exposition

In the event that any unforeseen occurrence, force majeure, or acts of God or war, shall render the fulfillment of this agreement impossible by Exhibit Management or ISTE, the parties shall mutually amend or terminate the agreement at Exhibit Management's option. In such circumstances, Exhibit Management's sole responsibility to the Meeting Room Renter shall be a full refund of all rental fees paid by the Meeting Room Renter. No monies will be returned should the dates or location of the exposition be changed by Exhibit Management, but the Meeting Room Renter will be assigned space that the Meeting Room Renter agrees to use under these same rules and regulations. Exhibit Management shall not be financially liable in the event the exposition is interrupted, canceled, moved, or dates changed except as provided herein.

16. Meeting room cancellation

Cancellation of any portion of this Application/Contract by the Meeting Room Renter will be accepted only at the discretion of Exhibit Management and then only based upon the following refunds: Prior to or on April 1, 2017: 80% refund of deposit on cancelled space; after April 1, 2017, but before or on April 30, 2017: 20% refund of deposit on cancelled space; after April 30, 2017: no refund. Except as the Meeting Room Renter's rental obligation may be reduced as set forth in the preceding sentence, the Meeting Room Renter is responsible for total booth rental irrespective of the reason for the cancellation by the Meeting Room Renter including the failure of materials to arrive for any reason.

17. Agreement of terms, conditions and rules

The Meeting Room Renter 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 a meeting room space 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 or Meeting Room Renter who violates or fails to abide by all such Terms, Conditions, and Rules. There is no other agreement or warranty between the Meeting Room Renter and Exhibit Management except as set forth in this document. The rights of Exhibit Management and the Meeting Room Renter under this Contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of the respective parties.