

Jump\$tart National Educator Conference 2024 Exhibitor Agreement

1. Parties

The Jump\$tart Coalition for Personal Financial Literacy (hereinafter also referred to as "JUMP\$TART") shall mean it and its officers, agents or employees active for it, in the management of the National Educator Conference. "EXHIBITOR" shall mean the individual/organization/agency named here and its officers, agents, representatives or employees participating in the National Educator Conference.

2. Agreement

EXHIBITOR accepts the terms of this agreement upon submission of the online EXHIBITOR registration, which references this agreement. The EXHIBITOR shall comply with all instructions of the Omni Hotel Louisville management, concerning use of the premises and services provided by the hotel. Additional hotel fees may apply.

3. Conference Objectives

The principal purpose of the National Educator Conference Exposition is to offer educators the opportunity to examine the latest financial education products and services available for use in their classrooms. Programs and materials need to be national in scope and distribution since educators from across the United States are expected to attend. No EXHIBITOR shall engage in any activity inconsistent with this principal purpose. JUMP\$TART reserves the right to refuse space to any applicant for exhibition space, or to restrict the use of any materials, that, in the sole discretion of JUMP\$TART, are unlikely to contribute to the overall objective(s) stated above.

4. Assigning Exhibit Space

JUMP\$TART reserves the right to assign exhibit space locations and to make changes at any time, as it may in its sole discretion deem necessary.

5. Exhibitor Door Prizes

EXHIBITOR has the option to conduct a door prize contest at its exhibit table. Conference attendees will be instructed to enter the EXHIBITORS' drawings by submitting their names at each EXHIBITOR'S table. EXHIBITOR agrees to draw a winner BY Sunday at 5:30 pm. A Jump\$tart staff member will come by the EXHIBITOR table to collect the name(s) as well as the raffle prize. Prizes will be distributed Monday morning.

6. EXHIBITOR Schedule*

All shipments and delivery information will be provided to the EXHIBITOR directly by Stacey Gardiner, Jump\$tart Exhibit Hall Manager.

Saturday, November 2

6:00 p.m. – 8:30 p.m. Welcome Reception and Dinner (*Registered exhibitors welcome.*)

Sunday, November 3

7:00 a.m. – 12:00 p.m. Exhibitor Set Up

12:00 p.m. – 2:00 p.m. Lunch (*Exhibit Area will be closed. Registered exhibitors welcome to attend luncheon.*)

3:00 p.m. – 5:30 p.m. Exhibits Open

5:30 p.m. Exhibitor Raffle

5:30 p.m. – 6:30 p.m. Exhibitor Tear Down

6:30 p.m. – 11:00 p.m. Jump\$tart Special Event (*location tbd*)

Monday, November 4

7:30 a.m. – 9:00 a.m. Breakfast with Educators

**As of January 31, 2024. Subject to change.*

7. Installation and Removal

EXHIBITOR must set up and be fully operational by 12:00 p.m. on Sunday, November 3. All exhibits shall be operational for all exhibit hours. Packing and removal shall be done as quickly as possible and must be completed by 7 p.m. on Sunday, November 3.

All internet and electrical service must be purchased from the hotel and coordinated through Stacey Gardiner.

Jump\$tart National Educator Conference 2024 Exhibitor Agreement

Please contact Stacey Gardiner for details. stacey.gardiner@jumpstart.org

Any tape applied to walls, floors, carpets, furnishings, etc., must be approved by management in advance. Any property damaged or destroyed by EXHIBITOR must be replaced in its original condition by the EXHIBITOR at the EXHIBITOR's expense. This includes the removal of all tape residue. The use of packaging tape is prohibited on floor surfaces. No painting of any kind is allowed inside the hotel.

EXHIBITOR shall not deface or harm the property in which the exhibits are housed. Nothing shall be tacked, nailed or screwed to walls, floors, columns or other parts of the hotel without the permission of JUMP\$TART and the OMNI HOTEL LOUISVILLE. EXHIBITOR will be responsible for any and all damages to site and must deal directly with the OMNI HOTEL LOUISVILLE in determining those charges and making arrangements for payment.

EXHIBITOR must remove all materials and displays from the exhibit space at the end of the conference. Anything left over will be discarded.

8. Storage

EXHIBITOR shall be responsible for hauling all crates, boxes and packing materials away from the exhibit hall and storing them out of sight, under the EXHIBITOR's own assigned skirted table or in an area assigned by the Omni Hotel Louisville for the duration of the Conference. EXHIBITOR shall be responsible for ensuring that all packing materials are kept in crates or boxes.

9. Handling

EXHIBITOR shall make its own arrangements for shipment, delivery, and/or receipt of all materials and empty crates. JUMP\$TART and OMNI HOTEL LOUISVILLE will not accept or store display materials or empty crates. All shipments and deliveries to and from OMNI HOTEL LOUISVILLE shall be prepaid and shall be delivered no earlier than October 30, 2024 and no later than November 1, 2024. Packages should be addressed as follows:

(Your Name)
(Your Company) & Date of Function (November 4-6)
(Indicate how many packages. E.g. Box 1 of 3.)
Jump\$tart National Educator Conference
The Omni Hotel Louisville
400 S 2nd Street
Louisville, KY
Telephone (502) 313-6664

10. Use and Care of Exhibit Space

Exhibits must fit on and be suitable for a 6-foot skirted table. Standing floor displays are not permitted. No part of an exhibit shall obstruct the view of adjacent exhibits. Exhibits shall not be unduly noisy, glaring, or otherwise objectionable. Audio-visual and other sound effects will be permitted only where and when they do not interfere with activities in adjacent exhibits. The EXHIBITOR shall maintain his exhibit in good order at his own expense. EXHIBITOR shall comply with any municipal, state, and federal laws, rules and regulations, including, but not limited to, fire and safety codes, building codes, the requirements of the Americans with Disabilities Act, and all laws relating to access by disabled persons, and the terms of this agreement.

11. Prohibited Activities

EXHIBITOR is expressly prohibited from conducting any sales, marketing or promotional activities outside of its exhibit area including, but not limited to, the following: selling goods or taking orders for equipment, products, services or supplies; distribution to delegates and visitors of printed matter, samples, souvenirs or other promotional items or materials. In addition, EXHIBITOR is expressly prohibited, both within its rented exhibit space and elsewhere in the Conference area, from selling or distributing alcoholic beverages and conducting lotteries, raffles or drawings except for the exhibitor conference raffle on Saturday.

Jump\$tart National Educator Conference 2024 Exhibitor Agreement

12. Subletting Space

EXHIBITOR may not sublet or assign any part of its assigned exhibit space, nor advertise or display goods or services other than its own without the expressed, written consent of JUMP\$tART. Exhibition advertisements and displays must conform to the statement in the EXHIBITOR'S application describing displays.

13. Failure to Occupy Space

Unless EXHIBITOR receives prior approval for delayed occupancy from JUMP\$tART, any exhibit not occupied by 12:00 p.m. Sunday, November 3, 2024 will be forfeited by the EXHIBITOR, and it may be reassigned or used by JUMP\$tART without refund to EXHIBITOR.

14. Security

JUMP\$tART, the OMNI HOTEL LOUISVILLE, and officers or staff members thereof are not responsible for the safety of the property or the EXHIBITOR, its agents, or employees, or harm or damage to such persons resulting from theft, fire, accident, or any other cause. EXHIBITOR is required to provide all insurance and/or policy riders necessary to cover all exhibits. JUMP\$tART advises removal of all valuables (i.e. laptop computer, cell phones, etc.) at the end of each exhibit session.

15. Cancellation or Relocation of Conference

If JUMP\$tART fails to hold its conference as herein provided, relocates its conference site to another hotel or city, or fails to furnish EXHIBITOR the exhibit as stated herein, it shall refund to EXHIBITOR any charges paid to JUMP\$tART hereunder, less expenses as set forth in Section 17. Such refund shall be accepted by EXHIBITOR in full settlement of any loss or damage suffered or claimed by EXHIBITOR.

16. Cancellation by Exhibitor

If the EXHIBITOR notifies JUMP\$tART in writing by October 4, 2024, that it will not occupy the exhibit space stated herein, all fees paid by the EXHIBITOR will be refunded. No refund of any fees will be made if such notice is received after October 4, 2024.

17. Liability and Indemnity

EXHIBITOR assumes sole responsibility and liability for all damages or injuries arising out of, resulting from, or in any manner connected with its exhibit (including installation and dismantling) that may be suffered by (a) EXHIBITOR and its employees and representatives, (b) other EXHIBITORS and their employees and representatives, (c) conference attendees, guests or visitors, (d) the OMNI HOEL LOUISVILLE and the owners, employees and representatives thereof, and (e) any other persons lawfully on or about the convention premises.

EXHIBITOR assumes all risks associated with, resulting from or arising in connection with EXHIBITOR'S participation or presence at the CONFERENCE, including all risks of theft, loss, damage or injury to person, property or business, whether caused by negligence, intentional act, accident, act of God or otherwise. EXHIBITOR has sole responsibility for its property and any theft, damage or other loss to such property, including any subrogation claims by its insurer. EXHIBITOR hereby releases JUMP\$tART from any and all risks, losses, damages and liabilities whether described in this section or not.

EXHIBITOR agrees to indemnify, defend and hold harmless JUMP\$tART and its subsidiaries and affiliates, directors, officers, employees, agents, representatives, volunteers, successors and assigns, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, including reasonable attorney's fees, or disbursements of any kind or nature whatsoever, which may be imposed on, incurred by, or asserted against JUMP\$tART or any of such indemnities in any way relating to or arising out of this Agreement (including EXHIBITOR'S breach of this Agreement) and/or EXHIBITOR'S use of exhibits or attendance at the Conference. EXHIBITOR further agrees to obtain, maintain and pay for general insurance coverage in amounts sufficient to insure against the liability assumed pursuant to the provisions of this section. Proof of such insurance shall be provided to JUMP\$tART upon request.

Jumpstart National Educator Conference 2024 Exhibitor Agreement

JUMPSTART shall not be liable for failure to deliver exhibit space to EXHIBITOR as contracted for herein due to causes beyond JUMPSTART'S control. In such event, JUMPSTART will reimburse fees paid hereunder, less expenses incurred by JUMPSTART, including advertising, administration and related expenses.

Under no circumstances shall JUMPSTART be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever. JUMPSTART makes no representations or warranties, express or implied, regarding the CONFERENCE or regarding any other matters.

18. Insurance

EXHIBITOR assumes responsibility and agrees to indemnify and defend JUMPSTART and OMNI HOTEL LOUISVILLE, and the Hotel's Owner, and their respective owners, managers, subsidiaries, affiliates, employees and agents against any claims or expenses arising out of the use of the exhibition premises.

The EXHIBITOR understands that neither JUMPSTART nor the Hotel Parties maintain insurance covering the EXHIBITOR'S property and it is the sole responsibility of the EXHIBITOR to obtain such insurance, if desired.

19. Violations

In the event of violation or breach of this Agreement (including failure to make payment), JUMPSTART may evict EXHIBITOR from the exhibit or refuse EXHIBITOR admission and/or have exhibit materials removed. No fees will be returned to EXHIBITOR and the EXHIBITOR shall be liable to JUMPSTART for the costs associated with such eviction and refusal, less fees paid. In addition to the remedies provided in this Agreement, JUMPSTART shall have and may exercise all other remedies afforded to it by law for costs or damages suffered on account of such violations.

20. Marketing

JUMPSTART reserves the right to use photos that may show your company name or representatives in future marketing materials.

21. Interpretation and Amendments

JUMPSTART reserves the right to interpret or amend the rules in the Jumpstart National Educator Conference Exhibitor Agreement as it deems proper, to ensure the success of the National Educator Conference and further its educational purposes.

22. Rules

EXHIBITOR agrees to abide by all exhibit terms and conditions as stated in this agreement. JUMPSTART may adopt rules or regulations from time to time governing the Conference and the exhibits and may amend or revoke them at any time, upon notice to Exhibitor. Any such rules and regulations are incorporated herein by reference. All matters, issues or questions not covered by these Rules are subject to the sole decision of JUMPSTART.

23. Governing Law

This Agreement shall be construed in accordance with the laws of the District of Columbia without giving effect to principles of conflicts of law thereunder. In addition, all disputes arising under this Agreement shall be resolved in any local or federal court in the District of Columbia, and EXHIBITOR agrees, solely for purposes of this Agreement, to submit to the personal jurisdiction of that court.