



The SCUP Commons

Exhibitor Contract Rules and Regulations

Purpose – The SCUP Commons is designed to provide an opportunity to exhibit products and services related to higher education planning. The SCUP Commons is held strictly as a means of product/service display and not of selling.

Exhibit Space Assignment - The Society for College and University Planning (SCUP) reserves the right to exercise sole discretion in the acceptance or refusal of applications for exhibit space. Space assignments will not be made on a first-come, first-serve basis. Booths are shown on the floor plan with dimensions and locations believed, but not warranted, to be accurate. Exhibitor agrees that SCUP shall have the right to make changes in the floor plan, if necessary. Exhibitor agrees that SCUP and the Nashville Music City Center shall have final determination and enforcement of all rules and regulations and conditions.

Installation and Dismantling - Installation of exhibits may begin at 8:00 am Sunday, July 15 and must be completed no later than 5:00 pm. Exhibitor must have an authorized representative present during installation and dismantling of its exhibit. Exhibitor may forfeit any space unoccupied by 5:00 pm on July 15 and the space will be reassigned or used by SCUP. No refund will be made to the original contracting firm. No displays may be dismantled before 1:30 pm on Tuesday, July 17. It will be each exhibitor's responsibility to see that all of its materials are removed from the exhibit floor by 10:00 pm July 17.

Use of Exhibit Space - Exhibitor must confine activities to the space contracted. Exhibitor will not be permitted to use strolling equipment or distribute samples of souvenirs outside its booth. Any actions that may undermine the efforts of another exhibitor such as loud music or obstructing walls will not be permitted. Signs/posters are allowed only within each exhibitor's booth. Signs, posters, or booth parts may not impede the view of a neighboring booth (3' from back of back drape is maximum.) No signs or other articles can be fastened to walls or electrical fixtures. The use of thumbtacks, tape, nails, screws, bolts or any tool or material that could mark the floor or walls is prohibited. All products (or balloons) that could rise to the ceiling because of the products' physical properties are prohibited. There will be no objectionable noise or odor or other disagreeable feature attendant to any exhibit.

Fire and Safety Regulations - All materials used for decorative purposes shall be flameproof. Explosive and flammable materials conflicting with the Nashville Fire Department Fire Marshal's Office rules shall not be permitted.

Sound - Exhibitor is prohibited from using amplifying equipment of any nature without permission of SCUP and, if permission is granted, its use must not interfere with adjacent exhibitors or other activities on the SCUP Commons floor.

Raffles Or Promotional Plans - The SCUP Commons Manager must approve raffles, donations, and all other promotional plans. Exhibitor shall not distribute any food or beverage items or any throwaway-type items without prior approval of the SCUP Commons Manager.

Exposition Contractor - SCUP has selected GES Services as its official decorator. Exhibitors will receive an electronic exhibitor kit containing information from GES, the convention center, and others about rates and order forms for additional furniture, electrical services, plants, labor, shipping, and other services. Union regulations in force will apply.

Security – Security will be provided on a 24-hour basis during installation, showing, and dismantling of displays. Please secure or take with you any valuable or propriety items during non-exhibit hours.

Hold Harmless and Indemnification - Exhibitor assumes entire responsibility and hereby agrees to protect, defend, indemnify and hold harmless SCUP and the Nashville Music City Center and subsidiary companies and their respective partners, directors, officers, employees, and agents (the “indemnitee”) against all claims, losses, and damages to persons or property, governmental charges or fines and attorney’s fees arising out of or caused by exhibitor’s installation, removal, maintenance, occupancy, or use of the exhibition premises or part thereof, excluding only any such liability caused by the sole negligence of the indemnitee. In addition, exhibitor acknowledges that neither SCUP nor the Nashville Music City Center nor any of the other indemnitees maintain insurance covering exhibitor’s property and that it is the sole responsibility of the exhibitor to obtain business interruption and property damage insurance covering such losses by exhibitor.

Insurance - Exhibitor understands that neither SCUP, GES, nor Nashville Music City Center carry business interruption and/or property damage insurance coverage for loss or damage of exhibitor’s property. The exhibitor 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 GES 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.

Copyright - Exhibitor agrees to assume full responsibility for complying with the US Federal Copyright Law of 1978 (17 USC 101, et seq.) and any regulations issued thereunder including, but not limited to, the assumption of any and all responsibilities for paying royalties that are due for the use of copyrighted work in exhibitor’s performances or exhibitions to the copyright owner, and exhibitor agrees to defend, indemnify, and hold harmless SCUP and the Nashville Music City Center, their officers, employees, and agents, for any claims, losses, expenses, or damages growing out of exhibitor’s infringement or violation of the copyright law and/or regulations.

Cancellation, Postponement or Relocation - In the event that the conference is cancelled, postponed, or relocated on account of fire, strikes, government regulations, casualties, acts of nature, or other causes beyond the control of SCUP, exhibitor waives any and all damages and claims for damages.

Age Restriction - No one under the age of 18 will be allowed on the show floor during set-up and tear down.

Payment - Final payment for all reserved booth space must be received by the Accounting Department at the SCUP Office by March 1, 2018. Any reservations taken after that date will require full, immediate payment. Cancellations for activities in the SCUP Commons will be accepted for a full refund on or before March 1, 2018. Refunds will not be granted after that date unless cancelled space can be resold. No refunds can be given if conference material has been printed.

Hosting Events – Exhibitors are not permitted to host events that conflict with SCUP events that are listed in the conference schedule.

Agreement of Terms, Conditions and Rules - Exhibitor agrees to observe and abide by the foregoing terms, conditions and rules and by such additional terms, conditions and rules made by SCUP from time to time for the efficient or safe operation of the exposition, including, but not limited to, those contained in this contract. In addition to SCUP’s right to close an exhibit and withdraw its acceptance of this application/contract, SCUP in its sole judgment may refuse to consider for participation in future expositions 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 SCUP except as set forth in this document. The rights of SCUP and the exhibitor under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of the respective parties.

Contact the SCUP Commons Manager, **Martha Marotta**, at SCUP with any questions. 734.669.3283 or martha.marotta@scup.org. This information can also be found on SCUP’s website at www.scup.org/nashville/corporatevisibility.