

## OSBA RULES AND REGULATIONS

1. Rules and Regulations. Exhibitors agree to abide by the following Rules and Regulations. The Rules and Regulations herein are fully incorporated into the Booth Application submitted by Exhibitor.
2. Booth Application. Exhibitor's Booth Application constitutes a request for exhibit space. An Exhibitor does not have a confirmed reservation unless and until they receive a Confirmation Letter from OSBA. OSBA considers each request for exhibit space individually and reserves the right to grant or refuse exhibit space to any requesting Exhibitor.
3. Payment Policy. Payment is due in full upon booth application. Current exhibitors who wish to reserve their booth space for the following year will need to submit their application and pay in full by February 13. Failure to meet this deadline may result in loss of the Exhibitor's reserved space for this year's conference and/or being assigned a different space the following year.
4. Cancellation Policy/Exhibitor Default. If Exhibitor desires to cancel all or part of their exhibit space, Exhibitor shall do so by informing OSBA in writing. If Exhibitor fails to pay, when due, any sum required to be paid by these Rules and Regulations or if Exhibitor fails to observe or abide by these Rules and Regulations, OSBA reserves the right to withhold from Exhibitor possession of the space involved or to take immediate possession thereof. If Exhibitor cancels, fails to pay or fails to observe or abide by these Rules and Regulations, OSBA shall be entitled to retain the following fees as liquidated damages and not as a penalty (it being agreed that actual damages would be difficult to ascertain under the circumstances): 50% of total booth costs if the cancellation occurs before July 6 and 100% of total booth costs if the cancellation occurs on or after July 6.
5. Booth Units. Included in booth rental charges are the following: Standard booth unit with an area of 10' x 10', consisting of 8' flame-retardant drape background, sleeved on aluminum pipe and rails, and where needed, 3' high dividing rails, sleeved with matching fabric. No exhibit material may extend beyond the boundaries of the exhibit space. A four-foot window must be provided at the front sides of the exhibit to provide an unobstructed view of neighboring exhibits.
6. Booth Furnishings. **Furniture (including tables, chairs and trash cans) and carpet are not included in the booth rental cost.** Exhibitor may either bring their own furnishings or order furniture, carpet, risers and other items by separate contract with conference decorator. A rental order form will be sent to Exhibitor from the contracted decorator. All decorative materials must be flame-retardant and comply with Greater Columbus Convention Center (GCCC) rules and regulations.
7. Shipping Instructions. Complete shipping information will be sent to the Exhibitor from the contracted decorator.
8. Set-up and Dismantling of Exhibits. Displays must be set up between the hours of 11 a.m. and 7 p.m. on Sunday, Nov. 15, or between 7 a.m. and 9:30 a.m. on Monday, Nov. 16.

All exhibits must remain in place until Noon on Tuesday, Nov. 17, at which time dismantling may begin. Due to safety and liability issues, the Exhibitor may not begin dismantling, packing up materials, or moving out until Noon on Nov. 17. **Any exhibitor dismantling, packing up materials, or moving out before Noon on Nov. 17, will be subject to penalties including, but not limited to, loss of booth preference or exhibiting privileges in subsequent years.** Move out is Noon to 5 p.m. on Tuesday, Nov. 17. Special arrangements must be made with the decorator for Tuesday pickup. You may not exit through the main concourse during moveout time due to the safety of the attendees in the hallway.

NOTE: The decorator will begin removing aisle carpet when the show closes. Exhibitor agrees not to hamper this operation by placing equipment on the aisle carpet. Shipping crates will not be delivered to the booths until the aisle carpet has been removed.

9. Loading Dock Procedure. The Hall A Loading dock will be used for moving in and out. Passes will not be required to admit Exhibitor vehicles into the loading dock area. Exhibitor equipment should be unloaded and reloaded in a speedy and orderly fashion. Carts will not be provided to move items from the loading dock to Exhibitor booth. Exhibitor may bring a cart or make arrangements with the decorator to move equipment.

Truck yards and loading dock areas are for the loading and unloading of vehicles only. All vehicles parked in these areas will be removed at the owner's expense.

Loading docks will be unavailable for move out until the close of the trade show on Tuesday at Noon.

10. Exhibit Hours.  
All booths must be open and staffed during the following hours:  
Monday, Nov. 16, 10 a.m. to 5 p.m. (Network with attendees during the President's Reception in the Main Concourse 5-6 p.m.)  
Tuesday, Nov. 17, 9 a.m. to Noon

Exhibitor will be permitted access to their booth(s) beginning at 8 a.m. on Tuesday, Nov. 17.

11. On Premises Sales. On-premises selling will not be permitted. Violation of this rule will result in removal from the event. Order taking is acceptable in all booths. No cash, checks or credit cards can be processed on site.
12. Liability and Insurance. Exhibitor and its officers, agents, employees and representatives agree to indemnify and hold harmless OSBA, its officers, employees and/or agents from any type of loss, injury, claim, liability, cost and/or expense, including but not limited to claims for attorney fees, arising out of or in any way related to Exhibitor's space or these Rules and Regulations. In addition, Exhibitor acknowledges that OSBA does not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain insurance covering losses by Exhibitor.
13. Exhibitor Guests. Exhibitors and their guests who are not an employee or official of a public school and otherwise registered

to attend the Conference may be admitted to the exhibit hall only if they have been issued and are wearing an exhibitor badge or exhibitor guest badge. Exhibitor may receive up to 6 complimentary guest badges for each booth purchased. Additional guest badges may be purchased in advance and onsite by contacting OSBA. Unless Exhibitor has received prior written approval from OSBA, children under the age of 18 are prohibited from attending the trade show as guests.

14. Space Assignment. Efforts will be made to assign space in accordance with Exhibitor's choices. OSBA reserves the right to alter the exhibit floor plan or change space assignments in case of an emergency and/or in any manner which OSBA believes to be in the best interest of the Trade Show or Conference. OSBA will not guarantee reassignment of booth locations because of close proximity to business competitors.
15. Give-away Restrictions. Exhibitors are asked to refrain from giving away any items that create trash in the aisles and in other exhibitor's booths. Exhibitor recognizes that many attendees are public officials and are restricted under the Ohio Ethics Laws with regard to the items they may receive.
16. Concourse and Trade Show Hall. Exhibitor may not distribute or display any material in the GCCC concourse or Trade Show Hall outside of Exhibitor's booth space. Distribution of literature is only permitted within Exhibitor's booth space.
17. Drones. The use of unmanned drones in the Exhibit area and other areas of the GCCC used by OSBA during the Conference is strictly prohibited.
15. Music License Fee. OSBA has assumed responsibility for securing music licensing for any recorded music played in the trade show. Exhibitor is responsible for securing the rights for any music played in or around their booth.
16. GCCC Rules and Regulations. Exhibitor is bound by the rules and regulations of the host facility, GCCC. The GCCC Exhibitor Rules and Regulations rules are incorporated herein.
17. Right to Inspect. OSBA, the contracted decorator, GCCC, and/or security personnel reserve the right to inspect any carton, satchel, briefcase, luggage, or package brought into or taken out of the GCCC.
18. Food and Beverage Service. Levy has exclusive catering rights at the GCCC. Exhibitors wishing to bring in sample-sized foods as handouts in their booths during the OSBA Capital Conference and Trade Show must make arrangements with Levy. For more information, contact Levy at (614) 827-2730.
19. Escalator/Elevators. Escalators and passenger elevators are for use by the general public and may not be blocked or used to transport equipment or freight.
20. Vacuuming. OSBA will provide vacuuming in Exhibitor booth once a day on Sunday night and Monday night. If Exhibitor would like the booth vacuumed more often (at Exhibitor's expense), Exhibitor will need to notify the GCCC representative to make any such arrangements at Exhibitor's expense. OSBA will not provide vacuuming of the aisles around the booths during the event.
21. Restrictions, prohibitions and/or evictions. OSBA reserves the right to restrict, prohibit or evict exhibits that are not consistent with the purpose(s) outlined in Exhibitor's application for exhibit space. OSBA also reserves the right to restrict, prohibit or evict exhibits that become objectionable because of noise, method of operation, materials, or for any other reason. This restriction includes persons, things, conduct, printed materials, or anything of a character that OSBA determines is objectionable. In the event of such restriction or eviction, OSBA is not liable for any refunds or other exhibit expenses.
22. Disclaimer. OSBA assumes no responsibility for any arrangement, contract or agreement that Exhibitor enters into with the contracted decorator, GCCC, or any other entity identified in these rules.
23. Legal compliance. The Exhibitor warrants it will carry on its activities in compliance with federal, state and local law.
24. Entire agreement. The "Exhibitor Application," these "Rules and Regulations" and the "Confirmation Letter" set forth the entire understanding of the parties with respect to the subject matter hereof and supersede all previous discussions, understandings and negotiations, whether oral or written.
25. Amendments and Enforcement. Exhibitor agrees that OSBA shall have the right to make such rules and regulations as it shall deem necessary and to amend same from time to time. OSBA reserves the right to amend, interpret and enforce all rules and regulations. Exhibitors, on behalf of themselves, their agents, and their employees, agree to abide by the rules and regulations, set forth herein, or by any subsequent amendments or interpretations.
26. Fully Understand and Freely Enter. Exhibitor acknowledges that they have read and understand these Rules and Regulations. Exhibitor acknowledges that signing the Exhibitor Application is a free and voluntary act, done in the belief that these Rules and Regulations are fair and reasonable. Exhibitor acknowledges that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of their own choosing in the negotiation and execution of these Rules and Regulations.
27. Governing law. These Rules and Regulations shall be interpreted under Ohio law. The Exhibitor and OSBA irrevocably submit to the jurisdiction of the courts of the state of Ohio, with venue in Franklin County, over any dispute and agree that all claims in such a dispute shall be determined in those courts.
28. Successors/assigns. These Rules and Regulations are binding upon the parties and their respective successors and assignees, except that they may not be assigned by the Exhibitor, other than to a parent, subsidiary or co-owned company, without the prior written approval of OSBA.
29. Notices. All notices and other communications called for by these Rules and Regulations shall be in writing and shall be deemed to be received (i) on the date given if delivered personally or (ii) on the date received if mailed by registered or certified mail (return receipt requested). Notice shall be sent to

OSBA at: Ohio School Boards Association, Attn: Mel Price, 8050 North High Street, Suite 100, Columbus, OH 43235-6482. Exhibitors may also send notices and communications via email to [mprice@ohioschoolboards.org](mailto:mprice@ohioschoolboards.org).

other than by OSBA staff and its designees. OSBA and its designees may record, photograph and/or stream various aspects of this event for archival and promotional purposes. Registration, attendance and/or participation at the OSBA Capital Conference constitutes an agreement by the individual to OSBA's use and distribution (both now and in the future) of the individual's image or voice in photographs, videos, and print and electronic reproductions of the conference. Exhibitor agrees to comply with this provision.

**30. Waiver.** No waiver by OSBA of any provision of these Rules and Regulations shall be considered a waiver of any prior or subsequent breach of the same or of any other provision.

**31. Full force and effect.** If any provision of these Rules and Regulations are rendered invalid or unenforceable by any duly promulgated state or federal statute or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this document shall remain in full force and effect.

**32. Disruption of show.** In the event the GCCC or any part thereof shall be destroyed, damaged by fire or other cause, or become unavailable in whole or in part, for a portion or for the entirety of the show for any reason, or if any casualty or unforeseen occurrence shall render the fulfillment of this Agreement impossible or commercially unfeasible, then OSBA shall modify the Agreement to accommodate the facility being unavailable and Exhibitor shall accept such modifications, or the Agreement shall be terminable by OSBA at its option. Exhibitor hereby waives any claim against OSBA for damages or compensation for such termination. In the event the trade show is interrupted or canceled for any reason, OSBA, at its option, may return a portion of the amount paid for space after deduction of any amounts necessary to cover expenses incurred by OSBA in connection with the trade show. No monies will be returned should the dates or location of the trade show be changed by OSBA, but Exhibitor will be assigned space which Exhibitor agrees to use under these same Rules and Regulations. OSBA shall not be financially liable in the event the trade show is interrupted, canceled, moved or dates changed, except as provided herein.

**33. Independent Contractor.** The parties acknowledge and agree that, in the performance of their respective duties and obligations, they are solely independent contractors of each other. Neither party will represent that an employer/employee, partnership, joint venture, or other agency relationship exists between them, nor will either party have the power, or represent that it has the power, to bind the other party in any manner.

**34. Use of Logos.** Using, reproducing, copying, or redistributing OSBA logos and conference promotional logos is strictly prohibited without prior written permission from OSBA.

**35. Non-endorsement.** OSBA endorses no speaker, exhibitor, sponsor, attendee or other participants in the conference by virtue of their participation. The views expressed in presentations and materials are the views of the presenters and do not necessarily reflect the views of OSBA or its members, officers, trustees, employees, agents or representatives.

**36. Recording Prohibited.** No taping or recording with any electronic device of any session or conference event is allowed