



Learning Impact Conference, June 13-16, 2022 Vendor Table Terms and Conditions

LOCATION:

Grand Hyatt Nashville
1000 Broadway
Nashville, TN 37203

By agreeing to exhibiting you accept these terms and conditions pertaining to the Learning Impact Conference 2022.

For purpose of this contract, "IMS Global" means IMS Global Learning Consortium, Inc., "Exhibitor" means the participating company, its attendees, personnel, representatives, presenters, contractors, and agents, and "Exhibit Facility" means the Grand Hyatt Nashville.

ELIGIBILITY

IMS Global has the sole right to determine the eligibility of Exhibitors and exhibits, including, but not limited to participating entities, products, systems, services, graphics, printed matter distributed at the conference, giveaways, costumes and booth personnel attire, and all other exposition features and activities.

PAYMENTS AND CANCELLATION POLICY

To be officially accepted as an exhibitor, you must complete these terms of conditions and full payment of any outstanding sponsorship/exhibit fees must be received by May 1, 2022. There are no refunds of sponsorship fees if sponsor decides to cancel attendance. If the in-person event is cancelled by IMS Global due to government regulations related to a pandemic or some other force majeure occurrence that prevents the event from occurring at the Exhibit Facility, IMS Global will proceed if feasible with a fully virtual event and will adjust sponsorship benefits accordingly. The sponsor will have the option to continue with sponsorship for the virtual event, change sponsorship level or cancel sponsorship to receive a full refund.

REGISTRATION

IMS Global shall always have sole control over admission policies. All sponsor representatives, including all exhibit staff or any person visiting the exhibits, must be registered and wear a conference badge at all times they are in the Conference Facility. Badges are specific to individuals and are not transferable. **IMS Global does not waive registration or provide "exhibitor only" passes for marketing personnel who are attending to set-up or staff the vendor table.**

TABLETOP ASSIGNMENT AND SECURITY

Vendor tables will be on the Grand Hall Level of the Grand Hyatt Nashville in the Grand Foyer. **There are no table/booth numbers. Table assignments will be made onsite by IMS staff. Assignments will be designated with a table tent card.** Organizer shall use its best effort to locate table to provide physical separation from tables of those competitors from whom exhibitor has requested such separation.

IMS Global will provide a 6ft table, 2 chairs, and basic meeting space wireless internet access. Contact the hotel directly if you wish to order electricity or a dedicated Internet connection. **Only tabletop displays and pop-up banners are permissible.** Free standing floor displays are not permissible. Note that there will be no security, so any valuable items must be removed at night. IMS Global is not liable for maintaining security. Exhibitor is solely responsible for maintaining the security of all materials at their table.

VENDOR TABLE HOURS

Vendor tables should be staffed during the times listed below. Staffing is optional during breakfast and lunch as published online at www.imsglobal.org/learning-impact-2022-agenda. There is no need to staff the table outside of the posted break and reception times, or optional staffing during breakfasts and lunches, as everyone will be in sessions.

Setup Hours

- Monday, June 13 | 10:00 AM - 2:00 PM

In-Person Vendor Table Hours of Operation

- Monday, June 13 | 5:00 PM - 6:30 PM (Opening Reception)
- Tuesday, June 14 | 10:00 AM - 10:30 AM (Break)
- Tuesday, June 14 | 2:30 PM - 3:00 PM (Break)
- Wednesday, June 15 | 10:00 AM - 10:30 AM (Break)
- Wednesday, June 15 | 3:00 PM - 3:30 PM (Break)
- Wednesday, June 15 | 5:15 PM - 6:30 PM (Reception)
- Thursday, June 16 | 10:30 AM - 11:00 AM (Break)

Note: You can opt to be at your table during breakfast and lunch, but not required.

Dismantle Vendor Tables

- Wednesday, June 16 | 11:00 AM - 1:00 PM

PROMOTIONAL AND MARKETING MATERIALS

Without limiting its rights as otherwise provided for herein, IMS Global reserves the right to approve and/or to disapprove, in its absolute and sole discretion (for any reason or no reason whatsoever) the use and distribution of premiums, novelties, publications, printed materials, and any other literature pertaining to Exhibitor's products and services ("Promotional Materials") at or around the vendor area or in hotel areas immediately prior to and during the Learning Impact Conference. Permitted Promotional Materials must be distributed within the limits of the Exhibitor's table space only or during a presentation given by the sponsor. Any food or beverage distribution must be approved in advance by the Exhibit Facility.

CONDUCT & RESTRICTIONS

IMS Global reserves the right to restrict exhibits which, because of noise, methods of operation or any other reason considered objectionable or otherwise inconsistent with the professional nature of the Learning Impact Conference as a whole. All promotional activities, including but not limited to, live demonstrations, signs and banners, and the use of costumed representatives are subject to approval by IMS Global and must be confined to the limits of the Exhibitor's tabletop space. IMS Global reserves the right to alter or close any exhibit that does not conform to the provisions of this contract.

UTILITIES AND INTERNET

Any electricity or utility requirements needed by Exhibitor must be ordered through the Conference Facility and will be charged to Exhibitor. Wireless internet will be provided to all attendees throughout the meeting space, including vendor table area. Dedicated Internet can be ordered through the Conference Facility and will be charged to Exhibitor. **NOTE: IMS does not provide booth or table numbers in advance of the event. Tables will be identified onsite with a tent card with the organization name. Event orders should note to look for table with tent card with your organization's name.**

SHIPPING

The Exhibitor agrees to ship, at its own risk and expense, all articles to be exhibited and agrees to conform to the

rules for shipping as provided. The Conference Facility has limited facilities for receiving and storing materials prior to the opening of the conference. **Items should arrive 3 days before the start of the event on June 13, 2022.** Packages received outside of this window will incur a storage fee charged by the FedEx Office at the Grand Hyatt Nashville.

Exhibitor is responsible for handling and drayage fees for all inbound and outbound shipping. Please contact the FedEx Office at Grand Hyatt Nashville at 615-622-1234 to arrange for drayage or answer questions about shipping.

Shipping details (Items should not arrive prior to June 9, 2022):

(Guest Name) (Guest Cell Number)
c/o FedEx Office at Grand Hyatt Nashville
1000 Broadway
Nashville, TN 37203

In addition to the above shipping address, please include the following information on all packages

Learning Impact Conference
Box ___ of ___

HOSPITALITY SUITES

All hospitality suites must be approved by IMS Global and arranged through the conference facility.

SUB-LEASING

Exhibitor shall not allow any third-party person or entity whatsoever to use the space allotted to the Exhibitor for any reason whatsoever, nor shall the Exhibitor display articles that are not manufactured, or normally sold by the Exhibitor. Co- participation by any other company or entity or its representatives in space assigned to the original sponsor must be authorized by prior written permission from IMS Global (which permission IMS Global reserves the right to deny for any reason or for no reason whatsoever) and shall be subject to an additional charge of 25% of the total cost for exhibit space for each additional participant.

USE OF MUSIC

Due without limitation to ASCAP and BMI regulations, any Exhibitor who uses copyrighted music as part of, or in conjunction with, any function connected with this Conference & Exposition, may be subject to a music license fee.

COMPLIANCE WITH LAW

Exhibitor agrees to abide by all applicable rules, regulations, ordinances, statutes, and federal, state, and local laws that may be applicable, including the rules of the Exhibit Facility and fire and safety regulations. All booth decorations and construction, including cloth or other flammable materials, must be flame-proof.

PROTECTION OF PROPERTY

Nothing shall be pasted, tacked, nailed, or otherwise affixed to columns, walls, floors or other parts of the building or furniture. If the premises are defaced or damaged by an act of any Exhibitor, its agents or guests, the Exhibitor will pay for all expenses incurred for damages to physical property, caused by Exhibitor or other contractors engaged by Exhibitor for the purpose of moving exhibits and equipment into and out of the building.

INSURANCE

The Exhibitor understands and agrees that neither IMS Global nor the Exhibit Facility maintains insurance covering Exhibitor's property. During the dates of the exhibit, including move-in and move- out dates, Exhibitor shall obtain and maintain insurance against personal injury, property damage, fire, and theft. This policy will have minimum coverage as required by the Exhibit Facility and shall name IMS Global and the Exhibit Facility, their officers, directors, employees, and agents as additional insured's. A certificate of insurance evidencing such coverage may be required by IMS Global.

LIABILITY

Exhibitor assumes full responsibility for the acts, errors, omissions and/or conduct of its employees, representatives, contractors, and agents. Exhibitor agrees to indemnify, defend, save and hold harmless IMS Global and the Exhibit Facility, their officers, directors, employees and agents from and against any and all claims,

losses, damages, injuries, including deaths, fines, penalties, costs and/or expenses (including court costs, interest and attorney's fees) of any kind whatsoever arising out of or attributable to: (i) Exhibitor's violation of any law, statute, rule, regulation or ordinance; (ii) such acts, errors, omissions and/or conduct whether occasioned by the negligence of Exhibitor or those holding under the Exhibitor and/or; (iii) Exhibitor's failure to strictly comply with the terms of this contract or any applicable terms in the agreement between IMS Global and the Exhibit Facility.

INTERPRETATION

These Terms and Conditions become a part of the contract between Exhibitor and IMS Global, and all matters and questions not covered herein are subject to the sole interpretation of IMS Global. Exhibitors or their representatives who fail, in the sole opinion of IMS Global, to observe the conditions of the contract and/or fail to adhere to ethical and/or business-like codes of conducts may be dismissed from the conference without refund.

ENTIRE CONTRACT

These Terms and Conditions constitute the entire agreement of the parties and shall not be amended or supplemented at any time, except by IMS Global. IMS Global reserves the right to make unilateral changes in this contract and any additions, deletions or amendments made by IMS Global, upon reasonable notice to Exhibitor, shall be as equally binding as the original Terms and Conditions.

Return signed contract to Sandra DeCastro via email at sdecastro@imglobal.org.

Signed

Sponsor / Exhibitor Organization

Date