



Learning Impact Leadership Institute, May 18-21, 2020 Vendor Table Terms and Conditions

LOCATION:

Sheraton Denver Downtown Hotel
1550 Court Place, Denver, Colorado, 80202

By agreeing to exhibit you accept these terms and conditions pertaining to the Learning Impact Leadership Institute 2020.

For the 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 Sheraton Denver Downtown Hotel.

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 the IMS Global by April 15, 2020. There are no refunds of sponsorship fees if sponsor decides to cancel attendance.

TABLE TOP ASSIGNMENT AND SECURITY

Vendor tables will be in the Plaza Exhibit Foyer on the Concourse Level in the Plaza Building of the Sheraton Denver Downtown Hotel. Table assignments will be made by IMS staff once onsite and 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 wireless internet. Contact the hotel directly to order electricity or a dedicated Internet connection. Only tabletop displays and pop-up banners are permissible. Pop up banners must be placed behind the table and not obstructing the view of neighboring exhibitors. 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 <https://www.imsglobal.org/event/li/2020/agenda> There is no need to staff the table outside of the posted break and reception times, as everyone will be in sessions.

Set-Up Hours:

Monday, May 18 | 10:00 am - 1:00 pm

Dismantle Vendor Tables:

Thursday, May 21 | 10:30 am - Noon

Vendor Table Hours of Operation

- Monday, May 18 | 2:15 pm - 2:45 pm (Break)
- Monday, May 18 | 5:00 pm - 6:30 pm (Opening Reception)
- Tuesday, May 19 | 10:00 am - 10:30 am (Break)
- Tuesday, May 19 | 3:00 pm - 3:30 pm (Break)
- Tuesday, May 19 | 5:00 pm - 6:00 pm (Reception)
- Wednesday, May 20 | 10:00 am - 10:30 am (Break)
- Wednesday, May 20 | 3:00 pm - 3:30 pm (Break)
- Thursday, May 21 | 10:00 - 10:30 am (Break)

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 when 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.

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 Learning Impact Leadership Institute. Permitted Promotional Materials must be distributed within the limits of the Exhibitor's table space only, except for Promotional Materials approved by IMS Global for inclusion in conference bags or presentations. 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, odors, methods of operation or any other reason become objectionable or otherwise inconsistent with a business-like atmosphere or out of keeping with the character of the Learning Impact Leadership Institute 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. You can download the order forms from the IMS Exhibitor Kit at <https://www.msglobal.org/vendor-table-information-and-order-forms>. **NOTE: IMS does not provide booth or table numbers. Tables will be identified onsite with a tent card with the organization name. Tables will be in the Plaza Exhibit Hall.**

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 not arrive at the Hotel prior to THURSDAY, MAY 14, 2020.**

Exhibitor is responsible for handling and drayage fees for all inbound and outbound shipping. Penfield's Office handles all shipping and receiving for the hotel. Download the shipping instructions and order form from the IMS Exhibitor Kit at <https://www.msglobal.org/vendor-table-information-and-order-forms>. Please contact Penfield's Office at 303-626-2547 with any service requests or questions. yage or for questions.

Shipping details (Items should not arrive prior to May 14, 2020):

Attn: (Guest Name) / Arrival Date

Sheraton Denver Downtown

1550 Court Place

Denver, CO 80202

Ref: Learning Impact Leadership Institute, May 18-21, 2020

Sheraton Event Manager: Kimberly Petrucci

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 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, screwed 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 any and 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.

Exhibitor Signature

Sponsor / Exhibitor Organization

Date