



**Exhibitor Program Rules and Regulations
2023 AAHHE National Conference | Hybrid Format**

La Lucha Sigue: Refusal, Resistance, and Praxis at Critical Junctures
The Fight Continues: Refusal, Resistance, and Praxis at Critical Junctures
March 1 - 3, 2023 / College of Southern Nevada, North Las Vegas Campus, Las Vegas, NV

AAHHE will host a limited in-person Exhibitor Program at its 2023 Annual Conference. If you're interested in participating in the Exhibitor Program, please complete the exhibitor application [here](#).

General Information

A Participant's activities in the Exhibitor Program shall serve the interest of AAHHE's annual conference attendees and shall not be presented in a way that detracts from other Participants or the annual conference.

Exhibits must be manned at all times during exhibit hours by Participants who are well prepared to effectively discuss all products and services. Exhibit Hall hours are from 8 am to 5 pm on Wednesday March 1 and Thursday March 2, 2023 and from 8 am to 3 pm on Friday March 3, 2023. Set-up begins at 7:00 AM on Wednesday March 1, 2023 and must be completed by 8:00 AM. All exhibits must be removed no later than 3:00 PM on Friday March, 3, 2023.

These Rules and Regulations apply to the entirety of a Participant's participation in the Exhibitor Program. These Rules and Regulations are to be construed as a part of the agreement between Participants and AAHHE. AAHHE reserves the right to interpret all matters and questions not covered by these Rules and Regulations. Participants in the Exhibitor Program agree that AAHHE shall have the right to make such additional rules and regulations or changes in arrangements as it shall deem necessary, and to amend same from time to time, and all amendments shall be equally binding on all parties affected by them as the original Rules and Regulations. In the event of any amendments or additions to these Rules and Regulations, AAHHE will give written notice to those Participants affected by them. AAHHE shall have the final determination and enforcement of all rules, regulations, and conditions.

AAHHE reserves the right to immediately terminate the participation of any Participant in the Exhibitor Program for failure to abide by these Rules or Regulations or for other reasonable cause, without refund, as determined in the sole discretion of AAHHE. Additionally, AAHHE may suspend a Participant's participation in the Exhibitor Program for failure to abide by these Rules and Regulations until the failure is remedied and/or may exclude a Participant from future participation in the Exhibitor Program or from otherwise exhibiting at future AAHHE meetings and events.

Participation Guidelines

All Participants are entitled to participate in the Exhibitor Program at the sole discretion of AAHHE. AAHHE has sole discretion to accept or refuse applications to participate in the Exhibitor Program.

Participation in the Exhibitor Program is limited to Participants that have submitted an application and have been approved by AAHHE. Participant may not share or otherwise transfer their right to participate in the Exhibitor Program at the 2023 Annual Conference. All decisions as to assignment of space or location, including re-location, whether in-person or virtually, are at the discretion of AAHHE.

Exhibit Program Rates and Payment

Rates and application and payment deadlines for the Exhibitor Program, are published on the Exhibitor Program application website and Sponsorship Prospectus. Submitted applications must be accompanied by full payment to secure participation in the Exhibitor Program. Participants will be able to pay by credit card upon completion of the online application or by check. Payment is due upon receipt of invoice.

The Participant agrees to pay any and all costs incurred by AAHHE to collect any and all portions of fees and dues owing to AAHHE that have not been paid in full prior to the Annual Conference. Failure to pay all fees by the due date indicated on the invoice entitles AAHHE to cancel the reservation for participation in the Exhibitor Program and retain the nonrefundable deposit. No Participant will be allowed to participate in the Exhibitor Program until the Participant has made final payment to AAHHE.

Reservations will not be confirmed for future events if there are any outstanding amounts due from previous events.

No Sales

The Exhibitor Program provides an opportunity to promote products and services either specifically designed for or customarily used in higher education. The Exhibitor Program is held as a means of informational exchange. Sales, product demonstrations and order taking are strictly prohibited, unless approved in advance in writing by AAHHE. Participants may not make sales or take orders unless previously approved by AAHHE. Promotional activity is limited to the confines of the space assigned by AAHHE.

Circulars and Other Promotional Materials

Circulars or other promotional materials may be distributed only by Participants and only from the Participant's assigned space. Distribution of small plastic bags is permissible. AAHHE reserves the right to discontinue distribution of materials that may be deemed as not contributing to the educational nature of the Exhibitor Program or as hazardous or offensive to other Participants, attendees of the Annual Conference, or AAHHE.

Recording and Use of Music

Participants will not record any interactions with attendees occurring within the Exhibitor Program. This includes, but is not limited to, screen shots, audio recording and video recording. No music will be allowed to be used by a Participant in the Exhibitor Program.

Extremely loud noises, such as bells, sirens, buzzers, etc., will not be permitted in order to maintain a professional atmosphere. Participant must maintain and keep in good order any assigned space and surrender the space in the same condition as it was at the commencement of the occupation, ordinary wear excepted.

Individual Drawings, Promotions, Giveaways or Distribution of Gifts

Participants seeking to conduct a drawing, contest or prize giveaway will be permitted to do so only with prior written approval from AAHHE. Participant may be asked to sign a separate agreement with AAHHE concerning such activity. Participants having a contest or drawing of any kind must follow all

governmental laws, ordinances, rules and regulations. It is the Participant's responsibility to make sure they correctly follow all rules and regulations related to drawings and promotions. Any violations will be the sole expense and fault of the exhibitor. AAHHE is not responsible or liable for any contests, drawings or giveaways held prior, during or after the meeting.

Ancillary Events

Participants may not schedule other events such as breakfasts, luncheons, dinners or hospitality receptions during official AAHHE program hours. In addition, Participants may not invite attendees to or host attendees in any other spaces, including in any other virtual spaces outside of the event platform, during official hours of the Annual Conference.

Equipment and Care of Building

The exhibitors or their agents must not injure or deface the walls or floors of the facility, the booths or booth equipment. If defacement or damage occurs, the exhibitor is liable to the owner of the property for cleaning and/or repairs. No signs or articles can be affixed, nailed or otherwise attached to walls, doors, etc., in such a manner as to deface or destroy them. Likewise, no attachments can be made to the floors by nails, screws or any other devices that would damage them.

No heavy equipment or machines requiring any more electrical power than the regular 120-volt current will be allowed. Exhibitors must provide their own electrical extension cords and surge protectors.

No sample food or beverage products may be distributed or permitted. Alcoholic beverages may not be displayed or served.

Participants may not allow any equipment to be brought into the property or allow any act done on the premises which will invalidate the insurance or increase the premium on the policies held by the management of the property, nor permit anything to be done through which act the premises, property or equipment of other Participants will be damaged.

An electrical outlet will be provided. Exhibitors must bring their own extension cords.

Compliance with Laws

Participant must comply with the requirements of all inspection and other governmental authorities having jurisdiction and with all applicable laws, ordinances, and regulations.

Cancellations/Withdrawals

IF THE EXHIBITION SPACE WAS APPROVED AS PART OF A CONFERENCE SPONSORSHIP PACKAGE, NO REFUNDS WILL BE PROVIDED IF THE PARTICIPANT CANCELS OR WITHDRAWS FROM THE EXHIBITOR PROGRAM.

FOR INDIVIDUAL EXHIBITORS NOT PART OF A CONFERENCE SPONSORSHIP PACKAGE, CANCELLATION OF RESERVATION(S) MUST BE RECEIVED IN WRITING BY EMAIL TO AAHHE AT INFO@AAHHE.ORG PRIOR TO JANUARY 3, 2023 (OR THE DEADLINE STATED IN THE EXHIBITOR PROGRAM APPLICATION WEBSITE, IF LATER). IF TIMELY CANCELLED THEN REFUNDS, LESS \$1,000 PER PARTICIPANT, WILL BE MADE AT THE DISCRETION OF AAHHE, BUT ONLY IN VERY LIMITED CASES. IN NO CASE WILL A REFUND BE MADE FOR A CANCELLATION RECEIVED ON OR AFTER JANUARY 3, 2023 OR THE DEADLINE INDICATED IN THE EXHIBITOR PROGRAM APPLICATION WEBSITE, IF LATER.

TELEPHONE CANCELLATIONS WILL NOT BE ACCEPTED. AAHHE WILL CONFIRM, IN WRITING, RECEIPT OF ALL WRITTEN CANCELLATION NOTICES. ONLY CONFIRMED CANCELLATIONS WILL BE CONSIDERED VALID.

No-Show Policy

Participants must be ready, willing, and able to participate as assigned by AAHHE. A Participant will also, as applicable, complete its Exhibitor Portal tasks and otherwise finalize details for participation as required by AAHHE and according to required timelines. In instances that a Participant fails to respond as required, a Participant shall be deemed to have cancelled their participation in the Exhibitor Program. No refund shall be made to Participant.

Accessibility

As applicable based on the type of offering, all offerings within the Exhibitor Program must be accessible to individuals with disabilities and in compliance with the Americans with Disabilities Act and any other applicable laws.

Endorsements and Use of the AAHHE Logo

If Participants provide products, services of other items to attendees, Participant must expressly inform attendees that there is no expressed or implied endorsement or warranty by AAHHE of Participant or of the product, service or item. The AAHHE logos are reserved for AAHHE- produced or officially endorsed materials. AAHHE logos and images are not to be used on materials, including websites, presented by Participants. This includes prohibition of the logo use in social media posts and other digital reproductions not originating from AAHHE. AAHHE will provide a conference logo, distributed to Participants upon request, which shall be the only logo used by Participants to represent their participation in the Exhibitor Program in any medium.

Data Privacy

AAHHE will not provide attendees' contact information to any Participant.

Exhibitor Space and Equipment

AAHHE strives to produce professionally designed and coordinated exhibits. AAHHE is limiting the number of Participants in the Exhibitor Program to 10 only. AAHHE will provide a 6-foot table and two chairs. Participants can use the 6" space behind the table. No additional exhibition equipment including lighting, audio visual, Wi-Fi, or internet service will be provided.

Fire Protection

Exhibits may not have a closed ceiling. All materials used in decoration must be flameproof.

Electrical wiring must conform to National Electrical Code Safety Rules. If inspection indicates that any exhibitor has neglected to comply with these regulations or otherwise incurs fire hazards, AAHHE reserves the right to cancel all or such part of the exhibit as may be out of compliance. Exhibits must comply with city fire regulations.

Combustible materials or explosives are not permitted in the Exhibit Area. Use of propane, butane or other combustible bottled gas is prohibited. Helium balloons are not permitted.

Security

The exhibitor is solely responsible for their own exhibit materials and should insure the exhibit against loss, theft, damage or destruction of goods.

Waiver of Liability and Insurance

TO THE GREATEST EXTENT PERMITTED BY LAW, PARTICIPANT AGREES TO MAKE NO CLAIM FOR ANY REASON WHATSOEVER AND HEREBY WAIVES ANY CLAIM AGAINST AAHHE, THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ITS OFFICERS OR ITS EMPLOYEES, THE COLLEGE OF SOUTHERN NEVADA, AMC SOURCE, INCLUDING EACH OF THE FORGOING'S AGENTS, CONTRACTORS, EMPLOYEES, OWNERS, MANAGERS, OFFICERS OR DIRECTORS, SUBSIDIARIES AND AFFILIATES (HEREINAFTER THE "RELEASED PARTIES") FOR LOSS, THEFT, DAMAGE, OR DESTRUCTION OF GOODS; NOR FOR ANY INJURY, INCLUDING DEATH, TO THEMSELVES, EMPLOYEES, AGENTS OR REPRESENTATIVES; NOR FOR ANY DAMAGE OF ANY NATURE, INCLUDING DAMAGE TO ITS BUSINESS FOR FAILURE TO PROVIDE THE EXHIBITOR PROGRAM OR TO HOLD THE ANNUAL CONFERENCE AS SCHEDULED; NOR FOR ANY ACTION OR OMISSION OF THE RELEASED PARTIES. PARTICIPANT AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY DAMAGES OR CHARGES IMPOSED FOR VIOLATION OF ANY LAW OR ORDINANCES. PARTICIPANT SHALL AT ALL TIMES PROTECT AND HOLD HARMLESS THE RELEASED PARTIES AGAINST AND FROM ALL LOSS, COST, OR LIABILITY ARISING FROM OR BY REASON OF THE EXHIBITOR'S OCCUPANCY AND USE OF THE EXHIBITION PREMISES OR ANY PART THEREOF. THE TOTAL LIABILITY OF THE RELEASED PARTIES TO EACH PARTICIPANT SHALL NOT EXCEED THE DEPOSIT PAID BY PARTICIPANT.

Participant is solely responsible for their own material/products for the Exhibitor Program and shall, as it deems necessary, insure products from loss or damage from any cause whatsoever. It is understood that, as applicable, all property of Participant is in their care, custody, and control in transit to, or from, or within the confines of the Exhibitor Program. The Released Parties shall bear no responsibility for the safety of the Participants, their personnel, employees, agents or representatives or personal property. The Released Parties are not liable for any loss sustained by participant as a result of Participant's access of the Exhibit Program or any virtual or physical space in which the Annual Conference is held, or as a result of any failure of utilities, breakdowns, software errors, incomplete or inaccurate transfer of information. The Released Parties will use reasonable care and take security measures to protect the Participants' property in the Exhibit Hall from such loss. No responsibility is assumed for unpacked materials left in the exhibit area after the closing hour of the exhibit.

Participant agrees to defend, indemnify, and hold harmless the Released Parties for any losses, costs, damages, liability, charges, fees, or expenses (including, but not limited to, attorney's fees and court costs) arising from or out of or by reason of Participant's participation in the Exhibitor Program. This includes, but is not limited to any claims of intellectual property infringement, fraud, misrepresentation, false advertising, data security and data privacy claims, or violations of any law or ordinance.

AAHHE may but is not required to request a certificate of insurance from the Participant in compliance with these Rules and Regulations.

Participants shall carry, and shall require any of its independent contractors to carry, \$1 million in commercial general liability insurance to cover against damage and loss and liability insurance against

injury to the person and property of others related to participation in the Exhibitor Program. AAHHE shall not be obligated to carry any insurance for the benefit of the Participant.

On the Certificate of Insurance Form the following information will be required:

Minimum coverage amounts of \$1,000,000 per occurrence and \$2,000,000 annual aggregate

Board of Regents/CSN named as additional insured

Certificate Holder: College of Southern Nevada

Board of Regents

3200 E Cheyenne

North Las Vegas, Nevada 89030

College of Southern Nevada Facility Use Guidelines

Participants must abide by all of the facilities use guidelines below in Attachment I.

Shipping

Shipping information will be provided to those planning on shipping items for their exhibit.

Immunizations

Participants at the conference must have completed a COVID-19 vaccination series before they will be permitted access to the College of Southern Nevada. Participants will be required to provide records of COVID-19 vaccination via CrowdPass prior to arrival. For more information, please see AAHHE Covid policy for the 2023 conference [here](#).

For questions, contact AAHHE Executive Director Dr. Lucia Gutiérrez at info@ahhe.org.