



# Regulations, Terms, and Conditions

## General Information

OCALICON 2019 ("CONFERENCE") is hosted and managed by the Ohio Center for Autism and Low Incidence ("OCALI"), a project under the governing board of the Educational Service Center of Central Ohio ("ESCCO"). OCALI provides CONFERENCE exhibit space – at a cost – to an approved entity ("EXHIBITOR"). Exhibit space and/or advertising is assigned on a first-come, first-served basis as determined by OCALI Show Management ("SHOW MANAGEMENT"). Acceptance of EXHIBITOR is in no way to be construed or promoted as an endorsement by SHOW MANAGEMENT. SHOW MANAGEMENT makes no representation of warranties of any kind regarding the CONFERENCE, the number of attendees, merchantability, and/or fitness for EXHIBITOR purpose. Approval to exhibit or advertise at the CONFERENCE is contingent upon approval by SHOW MANAGEMENT under the guidance of the CONFERENCE Steering Committee ("STEERING COMMITTEE"). An approved EXHIBITOR must fulfill the spirit and intent of OCALI's Informed Choice policy and its emphasis on informed consumer choice. SHOW MANAGEMENT may restrict, prohibit, evict, or cancel any EXHIBITOR whose exhibit or advertisement does not comply with the policies, rules, and regulations outlined in this agreement ("CONTRACT") and associated with the CONFERENCE – including, but not limited to those published on the CONFERENCE website ("WEBSITE"); those published in the Exhibit Services Manual ("MANUAL"); is misleading or deceptive; is in poor taste or unsuitable to exhibit or advertise; or whose products, publications, or materials may detract from the general character of the CONFERENCE. In such an instance, EXHIBITOR shall cease and desist such action or forfeit the exhibit space, if appropriate, and dismantle, remove, and vacate the premises as requested or ordered by SHOW MANAGEMENT.

## CONTRACT Acceptance

Acceptance of EXHIBITOR is at sole and absolute discretion of SHOW MANAGEMENT under the guidance of the STEERING COMMITTEE. CONTRACT to exhibit or advertise is not considered accepted until applicant is notified in writing by SHOW MANAGEMENT of the acceptance. Upon receipt, SHOW MANAGEMENT will review CONTRACT – including requested exhibit package, exhibit booth number, and/or advertising – and assign and/or reserve exhibit booth(s) and/or advertising. A 50% deposit is required within thirty (30) days of submission of completed CONTRACT. Failure to provide 50% deposit may result in the termination of this CONTRACT and the reassignment of booth space or advertisement (if applicable) to another entity. Payment in full or 100% deposit is required by Wednesday, November 6, 2019. EXHIBITOR will not be permitted to erect a display until 100% payment is received. Checks should be made out to ESC of Central Ohio. Accepted CONTRACT is subject to the regulations, terms, and conditions contained within CONTRACT, WEBSITE, MANUAL, and/or set forth by the Greater Columbus Convention Center ("GCCC"). SHOW MANAGEMENT reserves the right to terminate this CONTRACT with written notice if EXHIBITOR breaches any of the regulations, terms, or conditions contained herein and in the WEBSITE or MANUAL, including failure to make payment when due under the terms of this CONTRACT.

## Representation

EXHIBITOR will name one (1) individual to act as its authorized representative ("REPRESENTATIVE") throughout the duration of this CONTRACT.

## OCALI Pass

By completing CONTRACT, REPRESENTATIVE and EXHIBITOR delegates ("DELEGATES") grant SHOW MANAGEMENT the right to create or modify an OCALI Pass on REPRESENTATIVE's and/or DELEGATE's behalf. OCALI Pass is an individual online user account system, accessible through ocalicon.org. Credit card payments collected through OCALI Pass ARE NOT processed or housed on OCALI or OCALI Pass servers. Such transactions occur and are archived on a site with Secure Socket Layer (SSL) security. This site is owned and maintained by an external service provider specifically employed to handle electronic credit card transactions. Furthermore, REPRESENTATIVE and/or DELEGATES agrees to the OCALI Pass terms and conditions, including the Multimedia Release as stated at [conference.ocali.org/rms\\_acct\\_addup.php](http://conference.ocali.org/rms_acct_addup.php)

## Communication and Privacy

SHOW MANAGEMENT collects personal information from all participants including first and last name, email address, mailing address, city, state, and zip/postal code. SHOW MANAGEMENT takes participant privacy very seriously and collects and stores such information using encrypted protocol and systems. Participant information is used exclusively for activities associated with CONFERENCE including communications via email and U.S. mail and the printing of name badges on-site at CONFERENCE. Note: SHOW MANAGEMENT does not typically communicate by international post. Any CONFERENCE participant may opt out of CONFERENCE communications at any time by sending an email request to [support@ocali.org](mailto:support@ocali.org) or calling Simon Buehrer (614.410.0995).

## Exhibit Hall Floor Plan

The Exhibit Hall Floor Plan is developed and maintained by SHOW MANAGEMENT and is the official floor plan for the CONFERENCE. SHOW MANAGEMENT reserves the right to edit or change the Exhibit Hall Floor Plan at any time to best accommodate the overall needs of the CONFERENCE. Exhibit space assignments will be determined at the sole discretion of SHOW MANAGEMENT and memorialized in this CONTRACT. SHOW MANAGEMENT reserves the right to reassign EXHIBITOR booth space with notice if determined by SHOW MANAGEMENT to be in the best interest of CONFERENCE.

## Exhibition Hours

Tuesday, November 19, 2019 | 12:00 pm - 5:30 pm (move-in)  
Wednesday, November 20, 2019 | 9:00 am - 5:00 pm  
Thursday, November 21, 2019 | 9:00 am - 5:00 pm  
Thursday, November 21, 2019 | 5:05 p.m. - 8:00 pm (strike and move-out)

All times are Eastern Standard Time (EST). Exhibition strike, dismantling and/or packing of booth space will commence no sooner than 5:05 pm, Thursday, November 21.

## EXHIBITOR Participation

Any exhibit space not occupied by 8:30 am EST on Wednesday, November 20, 2019, unless arrangements for delayed occupancy have been arranged with SHOW MANAGEMENT, will be forfeited by EXHIBITOR, and such space may be resold, reassigned, or used by SHOW MANAGEMENT without refund of EXHIBITOR payment. EXHIBITOR booth must be staffed and attended at all times during exhibition hours. Abandonment of booth space at any time during exhibition hours is not permitted. No addition or removal of major/large products or materials to or from booth is permitted during exhibition hours. Demonstrations, distribution of publications, materials and/or samples and any sales activities are permitted only within the confines of EXHIBITOR's assigned booth. Occupation of exhibition space is solely limited to the EXHIBITOR who signed the CONTRACT for such space. EXHIBITOR will not assign, sublet, share, or allot, the whole or any portion of its assigned space or permit representatives, products, publications, or equipment to occupy assigned space other than what is manufactured, provided, distributed, or affiliated with or by EXHIBITOR without prior written consent of SHOW MANAGEMENT.

## Exhibit Manual

The MANUAL will be sent to EXHIBITOR no later than Wednesday, July 31, 2019. The MANUAL will include, but is not limited to: shipping instructions to advance warehouse, materials handling information, additional EXHIBITOR rules and regulations, move-in/move-out schedules and service agreement forms for the rental or purchase of equipment, furniture, audio/visual equipment, utilities, or Internet access for the Exhibit Hall. EXHIBITOR is required to use Fern, the designated CONFERENCE general service contractors ("GSC") for services and/or equipment. EXHIBITOR is solely responsible for all arrangements and payment(s) corresponding to services or products included in the MANUAL. SHOW MANAGEMENT assumes no responsibility or liability for the performance, delivery, or suitability of any services or products purchased, rented, and/or secured through the MANUAL.

## Food and Beverage

Levy is the exclusive food and beverage provider of the GCCC. All food and beverage must be ordered through Levy. No alcohol is permitted in the Exhibit Hall at any time during the Conference. Preparation and/or serving of any type of food or beverage within the exhibition area is prohibited without the prior written consent of SHOW MANAGEMENT and/or Levy. SHOW MANAGEMENT and/or Levy reserve the right to bill EXHIBITOR for the actual cost plus a determined fee for any food or beverage item brought into the GCCC without prior written consent from SHOW MANAGEMENT and/or Levy.

## Exhibit Rules and Regulations

Carpeting is provided and required in all booth spaces for the CONFERENCE in order to maintain the professional character and appearance of the Exhibit Hall. No items shall be posted on, taped, tacked, nailed, screwed, or otherwise attached to the columns, support beams, walls, floors, doors, or other parts of the GCCC. Caustic or staining fluids/materials are not permitted in the Exhibit Hall. Packing, unpacking, and assembly of exhibits shall be done only in the designated areas and in conformity with the directions of SHOW MANAGEMENT and/or the GCCC. EXHIBITOR, its agent, and/or representatives are liable for all damages caused by them to the GCCC, booth equipment, property of SHOW MANAGEMENT, and the GSC for the CONFERENCE. EXHIBITOR employees may install and dismantle their own exhibit as long as forklift, aerial lift, or other equipment assistance is not necessary. Any display of banners, decorations, or theatrical equipment that hangs from the ceiling in the exhibit hall must be approved and rigged by GCCC personnel. All materials or decorations used in EXHIBITOR's exhibit booth must be flame retardant and conform to all Fire Department and/or State/Local Fire Marshall regulations. Required exit doors, exit lights, fire alarm sending stations, wet standpipe hose cabinets, and fire extinguisher locations shall not be concealed or obstructed. Use of open flames, compressed gas, or explosive fuels, heat, etc. is prohibited. Columbus Fire Department inspectors, fireman, State Fire Marshall, GCCC personnel, and SHOW MANAGEMENT will conduct regular and continuous inspections of the Exhibit Hall and individual exhibit booths throughout the CONFERENCE without any prior notification and will enforce all rules and regulations. EXHIBITOR accepts full responsibility for compliance with national, state, city, and GCCC fire safety rules and regulations. EXHIBITOR will be directly warned and perhaps fined for any violations pertaining to EXHIBITOR's exhibit booth and/or participation in CONFERENCE as determined by appropriate authorities and/or SHOW MANAGEMENT. The GCCC is a smoke-free facility. Smoking is prohibited in the Exhibit Hall, main concourse, session rooms, entrance ways or dock areas. EXHIBITOR shall abide by and observe all federal, state, and local laws, rules, regulations, and ordinances applicable to the GCCC, including the rules of the GCCC, SHOW MANAGEMENT, EXHIBITOR, and Labor Unions. EXHIBITOR shall not discriminate against any person on the basis of age, sex, race, color, creed, religion, national origin, sexual orientation, education level, disability, or in any other manner in connection with or related to the CONFERENCE or use of the GCCC. EXHIBITOR is prohibited from possessing or having under their control, a "deadly" weapon or "dangerous ordnance" (each as defined in Ohio Revised Code Section 2923.11), while conducting business related to this CONTRACT, or while conducting business in or on state-owned or leased property.

## "Good Neighbor" Policy

EXHIBITOR agrees to adhere to CONFERENCE's "Good Neighbor" Policy ("POLICY") as a condition for participation in the CONFERENCE. Display materials and/or products should not obstruct the sight lines of neighboring exhibit booths and/or intrude upon or in any way invade the space of neighboring exhibit booths. EXHIBITOR's exhibit booth items should not exceed the height of the back drape (8') or side drape (3') excluding items which are "flown" or rigged above exhibit booth at EXHIBITOR's expense or those which are approved by SHOW MANAGEMENT. Music, voices (regular and amplified), and exhibit booth noise shall be at appropriate sound levels at all times and must not interfere with other CONFERENCE participants. SHOW MANAGEMENT shall determine and enforce acceptable volume levels for all participants in the Exhibit Hall. EXHIBITOR is not permitted to pack up and leave the CONFERENCE prior to the closing of the exhibit hall on Thursday, November 21 at 5:05 p.m.

## Sales of Products or Services

EXHIBITOR is responsible for collecting and remitting applicable sales and use taxes to the State of Ohio and/or any and all local jurisdictions for EXHIBITOR's sales of products or services. EXHIBITOR will submit to SHOW MANAGEMENT a completed sales tax form and/or tax identification certificate within two (2) business days of request. SHOW MANAGEMENT assumes no responsibility regarding EXHIBITOR sales and will cooperate with officials of the State of Ohio to make available requested information and/or to provide Exhibit Hall access to such officials.

## Security and Insurance

Twenty-four (24) hour peripheral security will be provided starting Tuesday, November 19, 2019, and continuing through the close of the Exhibit Hall on Thursday, November 21, 2019. Security personnel will be on duty during move-in, Tuesday, November 19, overnight Wednesday, November 20, and during final dismantling of the Exhibit Hall on Thursday, November 21. SHOW MANAGEMENT expressly disavows any responsibility for the protection of EXHIBITOR's booth materials or display prior to, during, or after the CONFERENCE, and EXHIBITOR hereby releases SHOW MANAGEMENT from any and all claims, losses, damages, and expenses arising out of any losses to any thereof. EXHIBITOR shall utilize lock boxes and/or arrange for its own security in its booth, as appropriate, at its own expense. EXHIBITOR shall be able to provide a certificate of insurance to cover exhibit material(s) against damage or loss and public liability insurance against injury to the person and property of others. EXHIBITOR shall certify, at its own expense, the provision of insurance for the protection of EXHIBITOR's property against fire, theft, vandalism, or destruction by any cause. SHOW MANAGEMENT assumes no risk or responsibility by the acceptance of this CONTRACT. EXHIBITOR expressly releases SHOW MANAGEMENT from any and all liability for any damage, injury, or loss to any person or goods which may arise from the rental/occupation of exhibit booth and/or participation in CONFERENCE.

## Photo and Video Release

SHOW MANAGEMENT may choose to capture photos or video from CONFERENCE for use on the CONFERENCE website or in promotional materials such as flyers, brochures, newsletters, web videos, and/or the CONFERENCE program. Unless permission is revoked in writing to SHOW MANAGEMENT, by virtue of their attendance, EXHIBITOR consents to the use of their image or likeness in such promotional materials. Furthermore, no financial compensation will be provided for use or publication of photos, images, and/or video.

## Print Materials

The deadline for inclusion of exhibitor information in the CONFERENCE program is Tuesday, October 1, 2019. If applicable, EXHIBITOR agrees to provide SHOW MANAGEMENT with a high resolution (.ai, .eps, .tiff or high-quality PDF) logo and/or advertising for use in promotional materials, signs, and publications such as the CONFERENCE program. SHOW MANAGEMENT assumes no responsibility for the print quality of low resolution graphics or advertising.

## Indemnification

EXHIBITOR releases and waives any claim against ESCCO, OCALI, its governing board, members, agents, GSC, or employees. EXHIBITOR shall indemnify and hold harmless SHOW MANAGEMENT, the GCCC, and/or GSC from any complaints, suits and/or liabilities resulting from negligence, loss, theft, damage, or destruction of goods, or for any injury to itself, its agents, employees, and sub-contractors while in the GCCC or for any damage of any nature or character whatsoever including any damage to its business by reason of failure to provide space for the exhibit or the removal of the exhibit or for any action of any nature by it for failure to hold the CONFERENCE on schedule. EXHIBITOR agrees to indemnify and hold harmless and defend indemnities from any losses, claims, liabilities, damages, and expenses (including attorney's fees) arising from whatever cause whatsoever, including without limitation property damage or loss and injury or harm to persons arising out of or caused by maintenance, set-up, construction, removal, and operation of its exhibit booth, or the acts or failure to act of the EXHIBITOR and its officers, directors, employees, agents, sub-contractors, and invitees while in or about the GCCC and from any breach of this CONTRACT.

## Force Majeure

In the event of cancellation or postponement of the CONFERENCE due to but not limited to, acts of God (flood, earthquake, tornado, fire, etc.), war, strikes, threats or acts of terrorism or similar acts, disease, U.S. Department of State, U.S. Department of Homeland Security, World Health Organization, Centers for Disease Control and Prevention, or other governmental or international agency travel advisory, civil disorder, non-availability of food, beverages, or other supplies or curtailment of transportation either in Columbus, OH, or in the countries/states of origin of CONFERENCE participants, which deters at least twenty-five percent (25%) of participants from arriving for the first scheduled day of the event, making it inadvisable, impracticable, illegal, or impossible to continue with the CONFERENCE, SHOW MANAGEMENT, under the oversight of the STEERING COMMITTEE can cancel or postpone CONFERENCE without liability.

## Cancellation

Once CONTRACT has been signed and accepted by SHOW MANAGEMENT, EXHIBITOR will be liable for 100% of contracted amount. In the event of cancellation, written notice must be given to SHOW MANAGEMENT. A 50% refund will be granted for cancellation notices received prior to September 13, 2019. No refunds will be provided for cancellation notices received on or after September 13, 2019. No exceptions will be made. SHOW MANAGEMENT reserves the right to reassign any cancelled exhibit space. SHOW MANAGEMENT reserves the right to terminate this CONTRACT immediately by written notice if EXHIBITOR breaches any of the regulations, terms, and/or conditions set forth in this CONTRACT, WEBSITE, or contained within the MANUAL, including but not limited to, failure to submit payment as stipulated in this CONTRACT.