

OFFICIAL RULES AND REGULATIONS

NASSP Annual Conference and Resource Exposition, Tampa, FL • Conference & Exhibit Dates: March 8-10, 2012

Contract for Space

The Exhibitor agrees to comply with the Space Application and Contract, the Official Rules and Conditions of the Exhibit Prospectus, the Exhibitor Service Kit, the IAEM Guidelines for Display Rules and Regulations, the Master Floor Plan, and such conditions as the National Association of Secondary School Principals (NASSP), Freeman Decorating Company (Freeman), and the Tampa Convention Center may impose at any time.

Any violation by the Exhibitor of the Official Rules and Conditions herein may, in NASSP's sole determination, constitute a breach of the Agreement resulting in termination and forfeiture of any monies paid on account. Upon due notice of such termination, NASSP shall have the right to take possession of the Exhibitor's space; remove all persons and properties; and hold the Exhibitor accountable for all liability, expenses, and damages arising from Exhibitor's breach/violation of the Official Rules and Conditions.

An application will be considered approved when executed by the Exhibitor, and processed by NASSP, and final payment is received on or before December 16, 2011.

Licensing of Exhibit Space

NASSP shall license the exhibit space for the period of the show, provided Tampa Convention Center is made available to NASSP. Such license is made for the period of the show only and does not imply that the same or similar space will be held or offered for future shows.

NASSP's License Agreement with the Tampa Convention Center

This agreement is subject to and subordinate in all respects to the License of NASSP with Tampa Convention Center and to the rights of the Owner and/or Licensor or any assignee thereof.

Disruption of Show

If, because of fire, war, labor strikes, picketing, exhibit facility construction or renovation project, government regulation, public catastrophe, bomb threats, acts of God or the public enemy, or other cause beyond the control of NASSP, the Show or any part thereof is prevented from being held, is canceled in whole or part by NASSP, or the exhibit space becomes unavailable sixty (60) days or more prior to the show open date, NASSP will refund any monies paid on account for contracted exhibit space, less a processing fee of ten percent (10%) of the total space rental fee to cover initial promotion costs. If such event occurs within sixty (60) days of the show open date, NASSP will refund fifty percent (50%) of any monies paid on account for contracted exhibit space to cover promotion and production costs.

Payment for Space/Cancellations

Applications must be accompanied by a deposit for fifty percent (50%) of the total space rental fee, which will be applied to the full cost of space assigned. Payment of the balance of booth rental cost is due on or before December 9, 2011. Failure to comply with the final payment deadline will result in cancellation of this agreement and forfeiture of deposit. In addition, booth space will be reassigned. Cancellation requests must be in writing (fax or e-mail is acceptable), cannot be taken over the phone, and must be received on or before December 2, 2011, for a refund less a processing fee of twenty percent (20%) of the total space rental fee. NO REFUNDS will be granted for space canceled after December 2, 2011. All charges will

be imposed uniformly and will apply whether or not space is resold.

Reduction of Space

All notices of reduction of exhibit space must be made in writing (fax or e-mail is acceptable), cannot be taken over the phone, and will be considered effective when received in the Association's office.

Endorsements

The appearance of products and services represented in the exhibits does not constitute an endorsement by NASSP of those goods and services, and Exhibitor will not do or say anything in any medium at any time that states or implies any such endorsement.

Space Assignments

The primary purpose of NASSP exhibits is to inform Conference registrants about products and services that may be of interest to the education community serving both middle and high school levels. NASSP cannot guarantee that a supplier exhibiting similar or related products will not be located in nearby or adjoining booths. NASSP reserves the right to reconfigure booth space as necessary. NASSP retains the right, in its sole determination, to refuse or deny any application submitted whose product or service has been deemed to be contrary to the best interests of schools, students, and/or NASSP.

Subletting of Space

Exhibitors shall not assign, sublet, or share the whole or any part of the space allotted, or have representatives, products, equipment, signs, or printed materials from other than its own firm in the space allotted without the prior written consent of NASSP. If such consent is given, the Exhibitor shall be liable for and shall assume full responsibility for the conduct, negligence, errors, acts, and omissions of the assignee or sublicensee and all its representatives.

Display Design

IAEM Guidelines for Display Rules and Regulations have been adopted as the official regulations for display construction. A copy of the Guidelines will be made available upon request to NASSP. Requests for variance from the Guidelines must be submitted to NASSP for approval by December 9, 2011. Exhibitors are not allowed to obstruct the view, occasion injury, or adversely affect the displays of other exhibitors. The general appearance of the show must take precedence over that of any individual exhibit and NASSP may, in its sole determination, require rearrangement, at the Exhibitor's expense, of any display that violates the Guidelines.

Prohibited Displays

Animals, reptiles, birds, rodents, fish, insects, helium balloons, and confetti/glitter, may not be used as a part of any exhibit.

Carpet

NASSP requires the Exhibitor to **cover the entire floor of their booth with carpet** or another NASSP approved floor covering. Carpeting is available for rental through Freeman or Exhibitors may bring their own floor covering. Any booth not carpeted by 2:00 p.m. on Thursday, March 8, 2011, will be done so at the Exhibitor's expense.

Installation and Dismantling

Installation of exhibits is Wednesday, March 7, 2012, 8:00 a.m. to 5:00 p.m. and Thursday, March 8, 2012, 8:00 a.m. to 2:00 p.m. Any space not

claimed and occupied by 2:00 p.m., Thursday, March 8, 2012, may be used, resold, or reassembled by NASSP without obligation on the part of NASSP for any refund whatsoever. **The Exhibitor expressly agrees not to dismantle the exhibit or to do any packing before the final closing hour of the exhibit, 1:00 p.m. on Saturday, March 10, 2012. Failure to observe these rules may jeopardize the Exhibitor's space assignment or the right to exhibit at future NASSP Conferences.** Goods must be crated and packed for shipment by 12:00 p.m., Saturday, March 10, 2012. Goods and materials used in the exhibit (except bona fide samples) shall not be removed from the exhibit unless a pass slip is obtained from the contracted security company.

Official Service Contractor

Freeman Decorating Company (Freeman) is the official service contractor for the NASSP Annual Conference and Exposition and must be used for material handling, rigging, electrical, plumbing, vacuuming, custom cleaning, and other services that the facility or applicable labor agreements require Freeman to perform unless the facility performs any of these services on an exclusive basis. All mechanical equipment used for the Show—including but not limited to forklifts, cranes, pallet jacks, Genie Lifts, and scaffolding—must be exclusively provided by Freeman.

Exhibitor-Appointed Contractors

Exhibitor-appointed contractors must conform to the Official Rules and Conditions. Exhibitor-appointed contractors are required to advise NASSP of their intent to service an Exhibitor at least sixty (60) days prior to the Event and send a certificate of insurance naming NASSP as additional insured directly to NASSP on or before December 9, 2011, at: Exhibits Manager, NASSP, 1904 Association Drive, Reston, VA 20191.

Bankruptcy

In the event Exhibitor files for bankruptcy or is declared bankrupt, NASSP may, in its sole determination, terminate this Agreement.

Union Rules and Regulations

The Exhibitor agrees to comply with all local labor contract rules and regulations. These regulations will appear in the Exhibitor Service Kit and become a part of the contract between the Exhibitor and NASSP, before, during, and after the show.

Liability and Insurance

Assumption of Risks; Releases. Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the show, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, or any of its officers, agents, employees, or other representatives or assigns, and its guest and invitees whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither NASSP, Freeman nor the Tampa Convention Center accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither NASSP, Freeman, nor the Tampa Convention Center shall be liable for and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect

to, any and all risks, losses, damages and liabilities described in this paragraph.

Indemnification

The Exhibitor shall indemnify, defend, (with legal counsel satisfactory to NASSP), and hold harmless NASSP, Freeman, and Tampa Convention Center and their members, officers, directors, employees, agents, and assigns from and against any and all claims, demands, losses, actions, causes of actions, damages, with all costs, expenses and reasonable attorney's fees, for injury to and death of persons, damage to or any loss of property that are caused by, arise from, or grow out of the Exhibitor's use or occupancy of the premises or from any breach by the Exhibitor of any condition of this contract or from any negligence, error, act, or omission of the Exhibitor or any of its officers, agents, employees, or other representatives or assigns. It shall solely be the Exhibitor's responsibility to obtain adequate insurance to participate in this event.

The foregoing to indemnify, defend and hold harmless NASSP and the others named herein shall include, without at all limiting the generality of this section, all claims, etc., which result from or arise out of or in connection with : (a) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trade-mark, trade secret or other proprietary right; (b) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; and (c) loss or damage to property or the business of profits of Exhibitor, whether caused by **negligence**, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

This duty to indemnify includes claims, etc., by any party in which it is alleged that the harm, injury or damage, etc., **was due to negligence of NASSP.**

Limitation of Liability

Under no circumstances shall NASSP, Freeman, or the Tampa Convention Center be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts of omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall NASSP's maximum liability under any circumstance exceed the amount actually paid to NASSP by Exhibitor for exhibit space rental pursuant to this contract.

Outside Exhibits/Hospitality Suite

By executing this contract, Exhibitor agrees that its entire exhibit and display will be confined to the exhibit hall and the booth space purchased and assigned. This prohibits Exhibitor from displaying or delivering products/services and/or advertising material in areas outside its booth space such as, but not limited to parking lots, hotel lobbies or attendee guest rooms. Exhibitor also agrees not to operate a hospitality suite or other function during hours in which the show is open or when any NASSP educational session or social function is being held.

Food and Beverage Service

Exhibitors must request written permission from Catering by Aramark before serving any food or beverage in their contracted space. No alcoholic beverages are to be served within an exhibit space. Food and/or beverage items served within an Exhibitor's space must be provided by Aramark. Preparation of food within the contracted space is prohibited. Food and beverage service may not take place during the installation and dismantling period.

Show Directory

NASSP will publish an Official Show Directory. The Exhibitor agrees to display those products and services that the Exhibitor describes in writing and provides to NASSP. The Exhibitor shall represent in advance that all products or services displayed will be suitable to the market. NASSP shall not be responsible for errors or omissions in the Show Directory and reserves the right to edit all submitted content.

The deadline for submitting content is Friday, December 9, 2011. All submissions must be thirty (40) words or fewer and may be submitted with the application or via e-mail at gillsv@principals.org. Any submissions received after Friday, December 9, 2011 may not be included in the Official Show Directory.

Advertising

Exhibitors shall not distribute or permit to be distributed any advertising matter, literature, souvenir items, or promotional materials in or about the exhibit or meeting areas except within the confines of the Exhibitor's own contracted space.

Sales

Exhibitors are permitted to make direct sales on the exhibit floor. Obtaining the appropriate licensing or permits as required by law, collecting and remitting sales taxes, and any other legal business requirements are solely the responsibility of the Exhibitor.

Sales of Books and Publications

NASSP offers a Conference bookstore as a service to all attendees. The NASSP bookstore offers educational books, publications, textbooks, and other media for sale to attendees; it does not accept brochures, pamphlets, order forms, or other free promotional items from exhibitors, sponsors, or non-exhibiting companies. Exhibitors wishing to make books or other publications available to Conference attendees must contact the NASSP Associate Director of Sales at lamontm@nassp.org or by phone at 703-860-7243 in advance to make such books or publications available for purchase through the NASSP Conference bookstore. Exhibitors shall not be permitted to sell books or other publications to attendees directly. Noncompliance with this policy may result in the loss of priority point status and/or the opportunity to participate in future shows in NASSP's sole determination.

Event Scheduling

In order to ensure the success of the entire Conference, Exhibitor-sponsored social functions conflicting with the timing of official NASSP events listed in the Schedule of Events are strictly prohibited. The Exhibitor must notify NASSP of all social events taking place by December 18, 2011. A form will be supplied in the Exhibitor Service Kit. The Exhibitor must fill out one form per event taking place. Noncompliance with this policy will result in the loss of priority point status and/or the opportunity to participate in future shows in NASSP's sole determination.

Photography Video Recording

No exhibit, performance, or event presented at the show shall be photographed, videotaped, broadcast, or recorded for commercial use, sale, or distribution of any kind.

Exhibitors shall not photograph or videotape the exhibit or product of another exhibitor without the prior written consent of NASSP and the Exhibitor involved.

NASSP reserves the right to photograph and/or video tape any exhibit at the show for use in

request for proposals, future promotional materials, and otherwise as determined by NASSP.

Music, Photographs, and Other Copyrighted Material

Each Exhibitor is solely responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material in the Exhibitor's booth or display. No Exhibitor will be permitted to play, broadcast, or have performed any music or use any other copyrighted material, such as photographs or other artistic works, without first presenting to NASSP satisfactory proof that the Exhibitor has a license to use such music or copyrighted material.

NASSP reserves the right to remove from the exhibit all or any part of any booth that incorporates music, photographs, or other copyrighted material for which the Exhibitor fails to produce the proof that the Exhibitor holds all required licenses.

Fire Protection

All displays must be designed and built to meet applicable fire, safety, and building codes of the city of Tampa. The use or storage of flammable liquids, gases, or other materials is strictly prohibited. Exhibits may not have closed ceilings. All material must be flameproof. All hangings must clear the floor. Electrical wiring must conform with the National Electrical Code Safety Rules. Displays must not block the view of or impede access to fire alarm boxes, fire hose cabinets, fire extinguishers, or other safety equipment. If inspection indicates that any Exhibitor has neglected to comply with these regulations or otherwise incurs fire hazards, NASSP reserves the right to cancel all or such part of the exhibit as may be in violation.

Exhibitor Conduct

All Exhibitors and their representatives shall conduct themselves in a manner consistent with standards of decency and good taste. NASSP reserves the right to regulate and/or restrict exhibits to a reasonable noise level and to suitable methods of operation and display of materials. Exhibitors and their representatives shall not enter into another Exhibitor's space without permission or when unattended. Attendants, models, and other employees must confine their activities to the contracted exhibit space. In the event of such restriction or regulation, NASSP is not liable for any refunds of rental fees or other exhibit expense.

Damages

The Exhibitor is responsible for all damage to any property caused by Exhibitor personnel.

Americans with Disabilities Act

Tampa Convention Center shall be responsible for compliance with all accessibility requirements and labor accommodation requirements under the Federal Americans with Disabilities Act (ADA). The Exhibitor agrees to comply with any provisions of the ADA that are applicable to the Exhibitor and its exhibit.

Compliance with Laws and Rules

Exhibitor must comply with all existing or amended federal, state, city, and other local and jurisdictional laws, regulations, and rules that might be in force before and during the exhibition and Conference period.

Governing Law

This Agreement shall be governed, construed, and enforced by the laws of the Commonwealth of Virginia as if it is an agreement made and to be performed entirely within the Commonwealth of Virginia.

Amendments

This Agreement may not be amended or modified without a writing signed by both parties hereto.