



# RULES AND REGULATIONS

## 2019 HLC Annual Conference Exhibitor Program

ROADMAPS FOR STUDENT SUCCESS / APRIL 6–8, 2019

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**1. Parties:** HLC as it is used in this document refers to the Higher Learning Commission. Participant as it is used in this document refers to the company contracted to exhibit in the Exhibitor Program. The Hotel as it is used in this document refers to the Hyatt Regency Chicago.

**2. Eligible Participants:** All Participants display at the sole discretion of HLC. HLC reserves the right to exercise its sole discretion in the acceptance or refusal of applications. The Exhibitor Program provides an opportunity to promote products and services either specifically designed for or customarily used in higher education administration. The program is held as a means of informational exchange. Sales and order taking are strictly prohibited. HLC reserves the right to terminate the contract of any Participant for failure to meet the terms of this Agreement or for other reasonable cause.

**3. Limitation of Liability:** Participant shall be fully responsible to pay for any and all damages to property owned by the Hyatt Regency Chicago, its owners, or managers which results from any act or omission of the Participant. Participant agrees to defend, indemnify, and hold harmless HLC, its staff, personnel, and agents, and the Hyatt Regency Chicago, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates from any damages or charges resulting from Participant's use of the property. Participant's liability shall include all losses, costs, damages or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Participant, its agents, employees and business invitees which arise from or out of the Participant's occupancy and use of the exhibition premises, the Hotel, or any part thereof.

Participant agrees to protect, save, and hold HLC and the Chicago Hotel Venture and Kato Kagaku Company, Ltd., and Hyatt Corporation, d/b/a Hyatt Regency Chicago, and all agents and employees thereof (hereinafter collectively called Indemnities) forever

harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the Participant or those holding under the Participant, and further, the Participant shall, at all times, protect, indemnify, save, and hold harmless the Indemnities against and from any and all losses, costs, damages, liability or expenses (including, but not limited to, attorney's fees and court costs) arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Participant, its agents, employees or business invitees, which arise from or out of or by reason of said Participant's occupancy and use of the exhibition premises, the hotel or any part thereof.

**4. Rules and Regulations:** These Rules and Regulations are to be construed as a part of the agreement between the Participant and HLC. HLC reserves the right to interpret all matters and questions not covered by these Rules and Regulations. The Participant agrees that HLC shall have the right to make such 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, HLC will give written notice to those Participants affected by them. HLC shall have the final determination and enforcement of all rules, regulations, and conditions.

**5. Exhibit Rates and Payment:** Exhibit kiosk and sponsorship rates, as well as application and payment deadlines, are published on the Exhibitor Program application website and in the *Sponsor and Exhibitor Prospectus*. Submitted applications must be accompanied by full payment to hold each exhibit space. Fees paid by credit card will be charged upon completion of the application. Fees paid by check will be invoiced upon acceptance of the application. Payment is due upon receipt of invoice. Exhibit kiosk reservations will not be confirmed for future annual

conferences if there are any outstanding amounts due from previous conferences.

**6. Assignment of Space:** HLC will confirm exhibit space in writing upon receipt of payment and will assign exhibit space once the floor plan is finalized. Exhibit kiosk space will be assigned in the order that reservations and required deposits and/or payments are received.

**7. Subletting of Space:** Participant may not share, assign, or sublet any space allotted to them. HLC reserves the right to subdivide any space.

**8. Installation of Exhibits:** The Connection Hub (hereafter, the exhibit area) schedule will be published in the prospectus on the HLC website and in the conference program book and mobile app. The published schedule will indicate the date and time of exhibit installation and setup. All exhibits must be fully operational by the date and time indicated on the published schedule. Should any rented space remain unoccupied at the time the exhibit area is scheduled to be open to the registrants on the opening day, or for any time thereafter, HLC reserves the right to rent such space to any other applicant or to eliminate such space, and no refund shall be made to the original renter.

**9. Relocation of Exhibits:** All or any part of the space herein above designated is subject to reassignment and rearrangement by HLC for the purpose of consolidation or for any reason. HLC reserves the right to alter the official floor plan and/or reassign any Participant's kiosk location as deemed necessary. The judgment of HLC with respect to such reassignment or rearrangement of space shall be final, although the total square footage occupied by the Participant shall not be reduced or increased substantially without the consent of the Participant. If space is substantially reduced or increased, the amount of the rent payable shall be adjusted accordingly.

**10. Advertising and Display:** For all goods or services other than those used in the regular course of business, the Participant may only advertise, market or display goods or services manufactured, distributed or sold by the Participant or by its subsidiaries.

**11. Decorator:** HLC will select an official exhibition decorator. Prior to the annual conference an Exhibition Services Manual will be provided to each exhibiting

company including forms, rates and instructions related to drayage and labor. The Hotel will not accept direct shipments for storage and/or delivery of display materials.

**12. Storage of Crates and Boxes:** The Fire Marshall prohibits storage of any crates or boxes in the exhibit area during the exhibition, but these, when properly marked, will be stored and returned to the Participant by the exhibition decorator during Exhibit Tear-down. It is the Participant's responsibility to mark and clearly identify all crates or boxes. Crates or boxes not properly marked may be destroyed by representatives of the exhibition decorator and/or the Hotel.

**13. Exhibit Space Specifications and Limitations:** Exhibit space construction and designs are limited to turnkey kiosks except in the case of Sponsors.

HLC shall supply, at no charge to the Participant over the regular rental fee, the following standard decorations for each Participant's kiosk: an eight-foot (8') high backwall with Participant's logo; a three-foot (3') display counter with sliding doors for limited storage; two (2) side chairs; and one (1) wastebasket. In order to allow unobstructed views of neighboring kiosks, participants are not permitted to have any pop-up signage around the kiosk. All materials or advertisements must fit on the top of the countertop provided. HLC will enforce these regulations.

Sponsor booth construction and designs are limited to the booth size of 10'x20'. Participants are not permitted to have their backdrops exceed eight feet (8') in height, nor can they protrude more than thirty inches (30") from the back wall line, nor can side walls exceed thirty-six inches (36"). The reverse side of any wing panel extending from the back wall of the display must be finished in order to avoid a raw exposure to a neighboring booth. HLC will enforce these regulations.

The exhibit area is carpeted. Fire Marshall regulations prohibit storage of boxes or containers behind drapes, underneath tables, or in a Participant's exhibit space. All exhibits and floor coverings contained therein must be confined to the spatial limits of their respective kiosks or booths as indicated on the floor plan. No portion of a kiosk or booth or its related parts, contents or signage may be suspended from the ceiling of the exhibit area.

**14. Permissible Exhibitor Activity:** Participants or their agents may not allow any articles 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 by their employees through which act the premises, property or equipment of other Participants will be damaged. Participants may not make sales or take orders in the display area or within other annual conference facilities provided. Promotional activity is limited to the confines of the space assigned by HLC. This provision will be rigorously and strictly enforced.

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 outside food or beverage is permitted in the exhibit area. Alcoholic beverages may not be displayed or served in any kiosk or booth or elsewhere in the exhibit area. Use of propane, butane or other combustible bottled gas is prohibited. Helium balloons are not permitted. Extremely loud noises, such as bells, sirens, buzzers, etc., will not be permitted in order to maintain a businesslike atmosphere. All space is leased subject to these restrictions. The Participant must, at his or her own expense, maintain and keep in good order the exhibit space contracted. The Participant must surrender the kiosk and space occupied by it to HLC in the same condition as it was at the commencement of the occupation, ordinary wear excepted. Violations of these rules will annul the Participant's contract, and the Participant will be held liable for any damage or cost resulting from such violation.

**15. Admittance to Exhibit Area:** An official HLC Annual Conference badge is required to obtain admittance to the exhibit area. No Participant, nor any employee, agent or servant of an exhibitor, shall be permitted to enter the exhibit area until one hour prior to the official opening hour, nor be allowed to remain later than one hour after the official closing hour, except on the first and last day of the exhibition or with the prior permission of HLC. The exhibition is limited to individuals, business firms, agencies, manufacturers and dealers who have contracted and paid for exhibit space. No one under the age of 18 will be admitted to the exhibit area. No pets are allowed in the exhibit area

with the exception of those needed to assist attendees who are visually impaired. HLC reserves the right to refuse admittance to and eject from the exhibit area or from any space therein any person or persons engaged in objectionable behavior, including the Participant or Participant's officers, directors, employees or agents. Participant hereby waives any right and all claim for damages against HLC, its officers, directors, members, agents and employees.

**16. Ancillary Events:** Participants may not schedule other events such as breakfasts, luncheons, dinners or hospitality receptions during official HLC program hours without written notification and permission granted by HLC. Additional fees to host ancillary events may apply.

**17. Accessibility:** All exhibits must be accessible to individuals with disabilities and in compliance with the Americans With Disabilities Act.

**18. Individual Drawings and Promotions:** Entities seeking to conduct a drawing, contest or prize giveaway will be permitted to do so only after HLC has given written approval to the entity. The entity may be asked to sign a separate agreement with HLC concerning such activity. Entities considering their own drawings, contests or prize giveaways should contact the HLC conference staff to obtain permission and discuss arrangements.

**19. Circulars and Other Promotional Materials:** Circulars or other promotional materials may be distributed only from the Participant's assigned space. Distribution of small plastic bags is permissible. HLC 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 HLC. No person, firm or organization not having contracted with HLC for exhibit space or sponsorship will be permitted to display or demonstrate its products or services or distribute promotional materials in or on the premises of the exhibit area.

**20. Inspections, Compliance With Laws:** All materials, installations and operations of the Participant must comply with the requirements of all inspection and other governmental authorities having jurisdiction and with all applicable laws, ordinances and regulations.

**21. Independent Contractors:** Any Participant using an Independent Contractor (hereafter, IC) agrees to advise the IC of all Exhibitor Rules and Regulations contained herein and the Limitations of Liability outlined in Section 3 of this Agreement. Any Participant agrees to ensure that its IC acts in accordance with the terms of this Agreement and further agrees to accept responsibility for the actions of its IC and any losses, costs or damages that arise from or out of the IC's occupancy and use of the exhibition premises, the Hotel or any part thereof. All ICs must carry a minimum of \$1 million in commercial general liability insurance and must submit a certificate of insurance upon request. Any Participant agrees that HLC may prohibit the IC from working in the facility if the IC does not fully comply with all rules and regulations contained herein.

**22. Music:** Live music will not be permitted to be played in the Exhibit Hall by any Participant during the course of the annual conference. Each Participant assumes sole responsibility for reporting to Broadcast Music, Inc. (BMI) any recorded music that is utilized for background or foreground music, or as part of audio presentations, etc., which includes but is not limited to records, tapes, CDs, broadcasts, satellite signals, and/or cablecasts. This responsibility extends to payment to BMI by the Participant of any applicable fees resulting from such presentations.

**23. Security:** HLC will provide such security as it deems necessary during the installation, exhibition and dismantling periods. This service, however, should not be construed as an obligation to protect the property of Participants, which remains the sole possession and responsibility of each Participant. HLC is not liable for property left unattended or not securely stored in exhibit space before, during or after exhibit area open hours.

**24. Exhibit Tear-down:** The published Connection Hub schedule will indicate the date and time of tear-down of exhibits, unless otherwise posted. No part of a display shall be dismantled nor materials removed during the conference without special permission from HLC. Violation of this term will result in a \$250 early dismantling fee. If spaces are not vacated according to the scheduled deadline, HLC reserves the right to remove materials and charge the expense to the Participant.

**25. Endorsements:** Participants may provide premium donations to the conference attendees with no expressed or implied endorsement by HLC of the donor of the product, service or item, or with no expressed or implied warranty by HLC.

The HLC logos, including the leaf, are reserved for HLC-produced materials. HLC logos and images are not to be used on materials or websites presented by Participants. This includes prohibition of the logo use in social media posts and other digital reproductions not originating from HLC. HLC will provide a 2019 Annual Conference Exhibitor logo, distributed to Participants upon request, which shall be the only logo used by Participants to represent their participation in the conference in any medium.

**26. Consent to Use of Photographic Images:** By participating in the Conference, Participants, including all of Participants' employees and ICs working in the Exhibit Hall, grant permission to HLC to photograph their image and the right to use and reproduce such images in all media, including digital media, for the purpose of promoting HLC and its programs and events, and other purposes in accordance with HLC's mission. Participants will have no approval rights with respect to the use of these images.

**27. Insurance:** Participants shall carry \$1 million in commercial general liability insurance to cover exhibit materials against damage and loss and public liability insurance against injury to the person and property of others. The certificate of insurance can be furnished to HLC along with the Exhibitor Program Application, or it can be submitted separately to HLC by the date indicated on the Application. HLC shall not be obligated to carry any insurance for the benefit of the Participant. If proof of insurance is not received from Participant at least seven (7) working days prior to the opening of the Connection Hub, HLC reserves the right to terminate this Agreement and to prohibit Participant from displaying at the conference. HLC will retain the nonrefundable deposit.

**28. Cancellations/Withdrawals:** Cancellation of space(s) must be received in writing to HLC prior to the deadline indicated on the Exhibitor Program application website. Refunds, less \$1,000 per exhibit space, will be made at the discretion of HLC in very limited cases. In no case will a refund be made for a cancellation received on or after the deadline indicated on the Exhibitor Program

application website. Telephone cancellations will not be accepted. HLC will confirm, in writing, receipt of all written cancellation notices. Only confirmed cancellations will be considered valid. In case of fire or the elements, or any other causes beyond control of HLC that prevent the holding of the show, this contract is not binding.

**29. Collection Policy:** The Participant agrees to pay any and all costs incurred by HLC to collect any and all portions of fees and dues owing to HLC that have not been paid in full prior to opening the Connection Hub. Failure to pay the entire kiosk rental fee by the due date indicated on the invoice entitles HLC to cancel the contract and retain the nonrefundable deposit. No Participant or its display materials will be allowed into the Connection Hub until the Participant has made final payment to HLC.

**30. Termination of Exhibition:** If HLC determines that the premises where the Connection Hub and/or the annual conference is to be held have become unfit for occupancy, if the premises are materially interfered with, or if it otherwise becomes impossible to hold the conference by reason of strike, embargo, injunction, act

of war, terrorism, act of God, any other emergency, or any act or event not the fault of HLC, this agreement may be terminated by HLC. In the event of such termination, the Participant waives any and all damages and agrees that HLC may, after deducting all costs and expenses, including a reserve for claims, refund the Participant, as a complete settlement and discharge of said Participant's claim and demands, its pro rata amount of all monies paid by all Participants.

**30. Data Privacy:** HLC will not provide the conference attendees' contact information to any Participant, except in the case of Platinum sponsors. Platinum sponsors will receive a list of email and postal mail addresses of attendees who have opted in via the conference registration system. This list shall be provided by HLC to the sponsor only once, upon request.

All Participants shall abide by the terms of HLC's [Privacy Notice](#) in their use of attendees' personal data and shall inform attendees whose data they possess of their Data Subject Rights with respect to Participants.

*(Please keep a copy of these Rules and Regulations for your records.)*

