

2022 AIR FORUM SPONSOR & EXHIBITOR TERMS AND CONDITIONS

The following terms and conditions apply to all Sponsors participating in the 2022 AIR Forum, the annual meeting of the Association for Institutional Research (AIR).

1. **Contract.** A complete contract for Exhibit Hall space includes a Registration Form, acceptance of these terms and conditions by an authorized representative, Certificate of Insurance as outlined in Section 19, and a deposit as outlined in Section 2.

2. **Deposit.** A 50% non-refundable deposit is required before a Sponsor's contract for Exhibit Hall space will be considered finalized. Sponsor contracts for Exhibit Hall space received after April 8, 2022 must be accompanied with full payment.

3. **Full Payment.** Exhibit Hall space must be paid in full by May 6, 2022. Sponsors failing to make the final payment as required will forfeit their early registration discount, deposit and participation as a Sponsor.

4. **Acceptance of Contract.** AIR reserves the right to accept or reject any Sponsor contract for Exhibit Hall space.

5. **Cancellations.**

- a. **Cancellation of Event.** In the event that the Forum is canceled, postponed, or relocated due to fire, strikes, government regulations, Acts of God, or other causes beyond AIR's control, AIR will refund monies paid and cancel fees. The Sponsor waives any and all damages and claims for damages should the event be cancelled.
- b. **Cancellation of Contract.** Sponsors who cancel by written notice received at the AIR Executive Office by April 8, 2022 are entitled to a refund of monies paid less the 50% non-refundable deposit. No refunds will be granted after April 8, 2022. On-site cancellation requests due to delayed shipment of booth materials, delayed flights, and such will not be honored.

6. **Authorized Representative.** Each Sponsor will name at least one person to be the Sponsor's authorized representative in connection with the installation, operation, and removal of the exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary, and for which the Sponsor shall be responsible.

7. **Assignment of Space.** Space assignments will be made based on the date of receipt of completed contracts, Sponsorship level, and considerations to enhance the Exhibit Hall aesthetics and function. Every effort will be made to respect "preferred" space choice. AIR will make the final decision on booth placement to best meet the needs of the Exhibit Hall.

8. **Contractor Service Information.** AIR's selected General Services Contractor (GSC) is the exclusive contractor for décor, equipment, utilities, and shipping and drayage service. Handling and receiving of shipments are not the responsibility or liability of AIR.

9. **Booth Equipment and Services.** Exhibits are 10'x10' booth spaces with an 8' high back drape and 3' high side drapes. Included booth amenities are: one 6' draped table, two side chairs, one wastebasket, and an identification sign indicating booth number and company name. Booth carpet, décor, and equipment may be rented through the designated GSC.

10. **Booth Construction and Arrangement.** Booths should conform to the International Association of Exhibitions and Events (IAEE) Guidelines. Booths that vary significantly from IAEE standards must be pre-approved by AIR. No display material exposing an unfinished surface to neighboring booths will be permitted.

11. **Installation and Dismantling.** Booths are expected to be completely installed and all packing and freight removed prior to the opening of the Exhibit Hall. Crates, freight, and/or packaging may not be stored in booths during show hours. Extraneous materials left in booths may be removed and stored at the Sponsor's risk and expense. Crates not properly marked or identified by Sponsors may be destroyed or lost and are the sole responsibility of the Sponsor. Packing and dismantling displays prior to the exhibition closing is prohibited without permission from AIR. Exhibit materials left unattended after the official close of the Exhibit Hall will be considered abandoned and discarded.

12. **Use of Exhibit Space.** Sponsors agree not to assign or sublet any space allotted without written consent of AIR, nor to display or advertise goods other than those manufactured or carried in the regular course of business of the Sponsor. Use of exhibit space is limited to the individual/organization named on the Sponsor Registration Form.

13. **Sponsor Activities.** Sponsors are required to inform AIR of any outside activity (e.g., receptions, seminars, symposia, and hospitality suites) they intend to arrange in conjunction with the Forum. A fee may be imposed for these activities.

14. **Restrictions.** Demonstrations must be located so viewers will be within the Sponsor's space, and not blocking aisles or neighboring exhibits. AIR reserves the right to restrict, prohibit, and/or remove exhibits which are objectionable because of noise, glaring or flashing lights, or method of operation, or which, in the opinion of AIR, are inappropriate or may detract from the general character of the Forum or Exhibit Hall. In the event of such restriction or removal, AIR is not liable for any refund of any amount paid hereunder. **All Sponsors must confine their sales activities to their booth areas.** Brochures may not be distributed in the aisles or in other parts of the building. Persons under 18 years of age are not permitted in the Exhibit Hall.

15. **Sponsor Listing in Promotional Materials** (where applicable). If included within the applicable package and where applicable, AIR will include the sponsor's promotional materials and references to the sponsor, such as the sponsor's name, logo, company description or company advertisement. To ensure inclusion of any materials, such information and artwork must be provided within the agreed time limit. The failure of any sponsor to meet specific deadlines shall not result in the return of any sponsorship fees already paid or relieve the obligation to complete the payment of any remaining sponsorship fees.

16. **Communications with Forum Attendees.** Sponsors are not permitted to email Forum Attendees without prior approval from AIR unless the attendee is an existing client, upon the request of the attendee, or unless the contact was obtained from the "Opt-in Attendee Email List" provided to

Diamond and Platinum Sponsors. Due to AIR privacy policies, AIR does not share members' email addresses.

17. **Security.** Each Sponsor has the responsibility of safeguarding their own exhibit materials or goods from the time they are placed in the exhibit space until they are removed. Sponsors desiring special security precautions should arrange for private guard service at their own expense.

18. **Liability.** The Sponsor hereby assumes entire responsibility for and hereby agrees to protect, defend, indemnify and save the Phoenix Convention Center, its owners, its operator, AIR and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the Phoenix Convention Center and its employees and agents.

19. **Insurance.** The Sponsor acknowledges that neither AIR, the Phoenix Convention Center, its owners, nor its operator, maintain insurance covering Sponsor's property and that it is the sole responsibility of the Sponsor to obtain business interruption and property damage insurance insuring any losses by Sponsor. The Sponsor agrees to obtain the following insurance coverage and furnish a certificate of insurance to AIR by May 6, 2022: Comprehensive general liability insurance coverage including protective and contractual liability coverage of one million dollars (\$1,000,000.00) per incident, two million dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage. The City of Phoenix and AIR shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Use Agreement. In addition, Sponsors are advised to carry special insurance to cover exhibit materials against damage and loss, and public liability insurance against injury to the person or property of others.

20. **Compliance.** The Sponsor assumes responsibility for compliance with all pertinent ordinances, regulations, and codes of local, state, and federal governing bodies; together with the rules and regulations of the operators and/or owners of the Phoenix Convention Center. The Sponsor will abide by and comply with the rules and regulations of AIR authorized contractors and local unions operating at the exhibition facility.

21. **ADA Requirements.** Sponsors are reminded that the Americans with Disabilities Act (ADA) ensures equal access to all participants of AIR meetings. Booth spaces must be fully accessible to those with physical disability or sight impairment in compliance with all applicable laws and regulations, including without limitation, the Americans with Disabilities Act (U.S. Public Law 101-336).

22. **Covid-19 Health and Safety.** To ensure the safety of all participants, sponsors are required to comply with all Covid-19 Health and Safety protocols as determined by the Phoenix Convention Center, AIR, local, state and Federal authorities. For the 2022 AIR Forum this includes, at a minimum, the requirement that all attendees (including sponsors) are fully vaccinated prior to arrival. Mask wearing policy will be based on CDC guidelines at the time of the conference.

23. **Management.** AIR reserves the right to interpret, amend, and enforce these terms and conditions as it deems appropriate to ensure the success of the exhibition.

24. **Enforcement and Severability.** These terms and conditions create a contract between the parties and shall be interpreted pursuant to Florida law, enforceable in and subject to the jurisdiction of the courts of that state, and the prevailing party in any dispute over these terms shall be entitled to recovery of its costs and attorney fees from the other. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

Sponsor Agent

Date: _____
Signature: _____
Printed Name: _____
Company: _____
Title: _____

Accepted by AIR

Date: _____
Signature: _____
Printed Name: _____
Title: _____
AIR Authorized Representative

Email completed form to Emily White at ewhite@airweb.org.