



TABLETOP SPACE APPLICATION

18th International *Virtual* Conference on Positive Behavioral Support Conference (March 17 -19, 2021) and Tabletop Exhibits

Take this opportunity to be part of the year's conference of choice on positive behavior support. Sessions cover a broad range of topics, including: early childhood, Integration & Alignment, Tiers I, II & III, Equity, Home & Community, IDD, Families & Parent Supports, Juvenile Justice & Mental Health.

Company Name _____
 Street Address _____
 City _____ State/Province _____
 Zip/Postal Code _____ Telephone _____
 Onsite Representative _____



Exhibit Contact (*print*) _____ Email _____
 Contact Address (*if different*) _____
 City _____ State/Province _____
 Zip/Postal Code _____ Country _____
 Telephone _____ Fax _____

Contract Authorization Signature _____

EXHIBIT FEES

Virtual Exhibit SpaceUS \$850 EACH

FULL PAYMENT IS DUE WITH THE CONTRACT

Payment may be made by check or credit card. Make check payable to the Association for Positive Behavior Support (U.S. funds drawn on a U.S. bank).

COMPLETE IF PAYING WITH A CREDIT CARD

Credit Card: Master Card
 Visa

Credit Card No. _____ CVV _____
 Expiration Date _____
 Authorized Signature _____
 Name as it Appears on Card _____
 Method of Payment: Credit Card Check

Please submit a 50-word description of your company and logo with this contract. The description and logo will be included in a list of company descriptions which will be distributed to the conference attendees. Please include a general address, email and phone number as these will be provided to attendees.

FOR ABPS USE ONLY-521

ID #: _____ Date Rec. _____ table assignment _____

To receive information on the conference, contact Ilene Page, the APBS Conference Coordinator at: ilene.page@apbs.org or visit www.apbs.org

Return this contract to:
 Association for Positive Behavior Support
 Attn: Ilene Page
 PO Box 328
 Bloomsburg, PA 17815

RULES, REGULATIONS, AND SERVICES

Read Carefully—Avoid Misunderstandings

- 1. CONTRACT:** This application, executed by applicant (Exhibitor) shall constitute a valid and binding contract. The Association for Positive Behavior Support (APBS), a Pennsylvania non-profit corporation, serves as Exhibit Management.
- 2. PURPOSE:** To disseminate knowledge and promote the development and advancement of positive behavior support. The tabletop exhibition will serve to introduce new products and services to the market, and to educate individuals in the areas of these technologies. Only exhibitors whose materials are related for said purposes will be allowed to maintain displays. Exhibit Management reserves the right, in its sole discretion, to determine whether an Exhibitor's materials relate to the purpose of the exhibition. Exhibitor agrees to be bound by these rules and regulations, and agrees that Exhibit Management shall have full authority to interpret, amend, and enforce all rules and regulations in the best interest of the exhibition. *Any point not specifically covered in these rules is subject to the decision of Exhibit Management, whose decision shall be final.*
- 3. ASSIGNMENT OF Virtual SPACE:** Assignment of virtual space is final. A virtual space may be revoked or changed by Exhibit Management at any time if payment is not in accordance with the payment schedule. Assignment of virtual space will be determined by Exhibit Management based on the earliest date a contract accompanied with full payment is received by APBS. However, Exhibit Management retains the exclusive right to revise the exhibition virtual plan and/or move assigned exhibitors as necessary.
- 4. PAYMENT AND CANCELLATION:** Payment in full must accompany the contract. Exhibitor must cancel the space rental contract via electronic mail (email), fax or written notice forwarded to the address set forth in this contract. No refunds will be given after February 28, 2020 charges incurred by Exhibitor and are non-transferable. In no event will Exhibitor receive a credit from any revenue later generated by reuse of the reserved space by Exhibit Management. Exhibitor shall also forfeit all exhibitor privileges.
- 5. Exhibitor Fee:** The exhibitor fee provides the following: a space in the virtual event platform exhibitor area, one virtual conference registration, and an editorial listing on the conference website.
- 6. ARRANGEMENT OF Virtual EXHIBITS:** Exhibitor agrees to arrange virtual exhibits as assigned. All virtual materials must be ADA accessible.
- 7. ADVERTISING MATTER:** Exhibit Management reserves the right to prohibit distribution of souvenirs, advertising matter, or any other materials.
- 8. MUSIC:** Due to licensing restrictions, the use of music in virtual presentations, including video presentations, is prohibited unless the exhibiting company can provide Exhibit Management with proof of Broadcast Music Industry (BMI) and American Society of Composers & Performers (ASCAP) certification and licensing documentation.
- 9. COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS:** Exhibitor is responsible for knowledge of and compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to Exhibitor's participation in the tabletop exhibit, as well as all rules and regulations of the virtual platform and all related expenses and taxes. Exhibitor shall take all necessary measures to safeguard persons and property from any hazards associated with Exhibitor's materials and resources. Exhibitor agrees that if notified by Exhibit Management that the condition of Exhibitor's virtual space is unsatisfactory for any reason, Exhibitor will immediately remedy the condition.
- 10. RESTRICTIONS:** Exhibitor's activities shall be restricted to Exhibitor's virtual space only. Exhibit Management reserves the right to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which becomes objectionable. Exhibit Management reserves the right to deny access to or eject any person whose behavior becomes objectionable. In any such event, no refunds will be issued. Sanctions for noncompliance with Exhibit Management's rules and regulations also include, but are not limited to, forfeiture of all fees paid and ineligibility to exhibit at or attend any future APBS Exhibit.
- 11. SUBLEASING Virtual SPACE:** Unless approved in advance and in writing by Exhibit Management, Exhibitor shall not assign or sublet this Contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Exhibitor's normal course of business, nor permit any third party to solicit business in Exhibitor's space. Exhibit Guide listings are limited to one entry per contracted exhibiting company.
- 12. FORCE MAJEURE:** Exhibit Management may suspend or terminate this Contract without penalty in the event the Facility becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the Tabletop Exhibit as scheduled due to any event beyond the control of Exhibit Management, including but not limited to the following: strike; lockout; injunction; emergency; act of God; act of war; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impractical for Exhibit Management to hold the Exhibit as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any Facility, headquarters, hotel, or necessary expansion space). In such an event, Exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of Exhibit Management and the Sponsors of the Tabletop Exhibit shall be to refund to Exhibitor all payments made for exhibit space, less a proportionate share of all expenses incurred and committed by Exhibit Management, such as, but not limited to, advertising, Facility fees, etc., to the extent any monies remain after payment of such expenses.
- 13. INSURANCE:** Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor's participation in the Virtual Exhibit, including but not limited to (l) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than five million U.S. dollars (\$5,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name Exhibit Management (ABPS) and its Sponsors as additional insured, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against Exhibit Management. Further, said insurance shall include a provision for notification to Exhibit Management at least thirty (30) days prior to cancellation. Exhibitor shall furnish a Certificate of Insurance verifying such coverage with the signed copy of this Contract. Exhibitor shall not do any act or thing in the virtual space which might violate any insurance policy held by Exhibit Management its Sponsors, the Operator, or any other party regarding the Facility. Certain materials may be prohibited within the virtual space. Contact Exhibit Management for further information.
- 14. DAMAGE Related to Virtual Space:** Exhibitor shall be solely responsible for any and all damage caused by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.
- 15. INDEMNIFICATION:** Exhibitor agrees to defend, indemnify, and hold harmless Exhibit Management, its Sponsors, the Facility, the Operator, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments and liabilities (including court costs and reasonable attorney's fees) based upon or arising out of any act, omission, negligence, misconduct or breach of any material condition of this Contract by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.
- 16. NO LIABILITY:** Exhibit Management and its agents will use reasonable care to protect Exhibitor against loss. The responsibility of Exhibit Management to Exhibitor does not extend beyond such endeavors; provided, however, that Exhibit Management may choose to provide a refund in an amount up to the fees actually paid by Exhibitor, in its sole discretion. In no event shall Exhibit Management be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. Exhibitor is solely responsible for the security of its property and the property of others under its control.
- 17. WAIVER:** Exhibitor acknowledges that Exhibit Management, the virtual platform, and the Operator do not carry insurance coverage for Exhibitor's property. Exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss which Exhibitor or its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors might sustain as a result of Exhibitor's participation in the virtual Exhibit. Exhibitor hereby waives any and all rights of recovery, refund, or compensation for bodily injury (including death) or property damage against Exhibit Management, its Sponsors, the Facility, the Operator, and their officers, directors, employees, and agents based upon or arising out of Exhibitor's participation in the virtual Exhibit, except such losses as may be the result of the sole gross negligence or willful misconduct of such parties.
- 18. LAWS:** This Contract shall be exclusively governed by, and construed and enforced in accordance with, the laws of the state of New York without reference to its choice of law doctrine. Exhibitor agrees that the sole jurisdiction and venue for any litigation arising from or relating to this Contract shall be an appropriate federal or state court located in the District of Columbia. Exhibitor hereby waives trial by jury in any action, proceeding, or counterclaim brought by or against Show Management with respect to this Contract. In the event that Show Management or its Sponsors need to bring a suit to enforce any of its rights outlined, they shall be entitled to recover all costs from the suit (including attorney's fees) from Exhibitor.
- 19. GENERAL:** The parties are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between the parties. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as otherwise provided herein. The parties agree that all rights and obligations provided in this Agreement, which do not expressly terminate pursuant to this Agreement, shall survive beyond the term of this Agreement and shall remain in full force and effect in perpetuity. This Agreement represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. This Contract may be modified only with the written consent of Exhibit Management. The waiver of a breach of any of the terms hereof or of any default hereunder, shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the waiving party. All provisions of this Agreement shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. All notices required under this Contract shall be considered given when deposited in the U.S. mail, certified, return receipt requested, addressed to the respective parties as listed on the first page of this Contract.