

March 12–16 • #SHAPECleveland

## GENERAL

The exhibition is organized and managed by the Society of Health and Physical Educators (SHAPE America). The purpose of the exhibition is to supplement the convention's educational meetings by enabling attendees to experience the latest in health and physical education equipment, supplies, and services.

SHAPE America shall have full discretion in the interpretation and enforcement of all Terms and Conditions governing exhibitors, as outlined in this document. All matters that are not specifically addressed in these Terms and Conditions shall be subject to the judgment and decision of SHAPE America. These Terms and Conditions may be amended at any time by SHAPE America, and any such amendment shall become a part of the contract between all exhibitors.

It is understood that these Terms and Conditions are part of a contract between the exhibitor and SHAPE America, and that submission of the application for exhibit space constitutes the exhibitor's agreement to abide by the 2024 SHAPE America National Convention & Expo Terms and Conditions, and additionally comply with all Huntington Convention Center of Cleveland's policies and procedures.

## CONDUCT

All exhibits will serve the interest of SHAPE America convention attendees, providing educational information related to the fields of health and physical education, and will be operated in a way that will not detract from other exhibits. All business activities, circulars and advertising materials of the exhibitors may only be conducted and/or distributed within the booth assigned to the exhibitor. Such materials may not be distributed in other areas of the meeting facilities. All mechanical apparatus must be muffled so as not to interfere with other exhibitors or attendees.

**1 EXHIBIT ELIGIBILITY** SHAPE America reserves the right to determine the eligibility of any company or product to exhibit in the exposition, either before or after the proper execution of the exhibit contract. Additionally, SHAPE America reserves the right to stop/remove from the exposition any exhibitor, or its representative, performing an act or practice which in the sole opinion of SHAPE America is considered detrimental to its business, professional or ethical interests, or which originates from any organization whose displayed products do not meet the professional standards of SHAPE America. In the event of any restriction or eviction, SHAPE America is not liable for any refund to the exhibitor. Exhibitors are strictly prohibited from promoting any content-based school fundraising programs with the exception of those that are owned and operated by SHAPE America (e.g., health. moves. minds.®).

**2 RATES, DEPOSITS AND REFUNDS** Between July 24 and October 31, 2023, space will be rented at the rate of \$1,760 per 10'x10' linear space, with an additional \$250 charge per corner assigned. Governmental and non-profit organization space will be rented at the rate of \$880 per 10'x10' linear space, with an additional \$100 charge per corner assigned. Exhibit applications received November 1, 2023, or later, will be rented at the rate of \$2,200 per 10'x10' linear space, with an additional \$250 charge per

corner assigned. Governmental and non-profit organization exhibit applications will be rented at the rate of \$1,1000 per 10'x10' linear space, with an additional \$125 charge per corner assigned.

Exhibit applications will not be processed, or space assigned without a deposit or payment in full. Applications received October 31, 2023, or earlier, must include a minimum 50% deposit of total booth cost, with the remaining balance due no later than February 12, 2024. Applications received November 1, 2023, or later, must include full payment of total booth cost. All exhibit booth space deposits and payments are non-refundable.

All contracted exhibitors may purchase up to five (5) full conference registrations at a 50% discount off the non-member rate at time of purchase (see section 7, Exhibitor Personnel, for included conference registrations). Exhibitors may also purchase additional exhibit hall only passes at \$90 per badge.

**3 CANCELLATION** Any exhibitor who cancels exhibit space will forfeit and pay to SHAPE America, as liquidated damages, a sum of money equal to 100% of deposits and payments received by SHAPE America (including deposit and any subsequent payments thereafter) for the 2024 SHAPE America National Convention & Expo. Cancellation requests from exhibitors must be submitted in writing to exhibit management.

In the event that the Huntington Convention Center of Cleveland, in which the exposition is conducted, should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of SHAPE America or its agents, the exposition may be canceled or moved to another appropriate location, at the sole discretion of SHAPE America. SHAPE America shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of SHAPE America. Causes for such action beyond the control of SHAPE America shall include, but are not limited to: fire, casualty, flood, epidemic or pandemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the Huntington Convention Center of Cleveland, municipal, state or federal laws, or act of God. Should SHAPE America terminate this agreement pursuant to the provisions of this section, the exhibitor will waive claims for damage arising therefrom. In the event of convention or exhibition termination or cancellation, refunds of paid exhibit space fees shall be made to exhibitors at the sole discretion of SHAPE America and in any case, will not exceed the amount of each exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by SHAPE America through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

**4 ARRANGEMENT OF BOOTHS** Any portion of an exhibit that obstructs the view, interferes with other exhibitors, extends beyond the designated booth space or for any reason becomes objectionable, must be immediately modified or removed by the exhibitor. In designing exhibits, traffic flow, good judgment and consideration for neighboring exhibitors should be primary objectives. SHAPE America provides three different exhibit options:

**LINEAR BOOTHS:** Arranged so that only one side is exposed to an aisle; typically arranged in a series along a straight line. Maximum height of eight feet is allowed only in the rear of the booth space, with a restriction of four feet in height imposed on all materials in the remaining space forward to the aisle.

**CORNER BOOTHS:** Arranged so that two sides are exposed to an aisle. Maximum height of eight feet is allowed only in the rear, with a four-foot height restriction imposed on all materials in the remaining space forward to the aisle.

**ISLAND BOOTHS:** Any size booth exposed to aisles on all four sides. The entire cubic content of the space may be used up to the maximum allowable height of 20 feet, including signage (hanging or stationary), banners, trusses and hanging light systems. Only island booths are permitted to have hanging signs, and any hanging signage will be hung at 20 feet from the floor to the top of the sign.

Since all non-island booths include an eight-foot back wall drape, in some circumstances, this may create one or two additional eight-foot side walls for neighboring exhibitors. Because of this, SHAPE America prefers to not permit corner endcaps on the show floor. SHAPE America additionally does not permit exhibitors to purchase linear/corner spaces that are across the aisle or diagonal from one another.

## **5 ASSIGNMENTS AND SUBLETTING OF**

**BOOTHS** Booth assignments are made on a first-come first-served basis. Exhibitors may not assign, sublet or appoint to others the whole or any part of any contracted space and may not display goods or services other than those manufactured or regularly distributed by the contracted exhibitor. No sign or courtesy card is to be displayed for any equipment or product for demonstration purposes unless the supplier of such equipment is also a contracted exhibitor. An exception shall be considered when a corporate affiliation exists (e.g., the organizations share a parent company), or for a government sponsored pavilion occupying a minimum of 400 square feet. If an exception is approved by SHAPE America management, each organization occupying the space will be required to submit a completed exhibit space contract.

Failure to occupy space by 9:00 am on March 13, 2024, shall be considered forfeited by exhibitor and their space may be resold, reassigned, or used by SHAPE America management without refund.

## **6 INSTALLATION AND DISMANTLING OF**

**EXHIBITS** SHAPE America reserves the right to adjust the time for the installation of a booth prior to the show opening and for its removal after the conclusion of the show.

Under no circumstances is the addition to or removal of any portion of an exhibit permitted during show hours. All booths must be properly installed, fully operational and show-ready no later than two hours prior to show opening on March 13, 2024. Early dismantlement and/or removal of an exhibit may result in the loss of exhibit privileges for future shows. All space must be vacated by 5:00 p.m., March 15, 2024. If space is not vacated in full by that time, SHAPE America reserves the right to remove materials from the exhibit hall floor and charge the expense to the exhibitor. SHAPE America shall not be liable if such removal causes damage to the materials.

No exhibitor or part of an exhibit will be admitted to the contracted space until that space has been paid in full. It is the duty and the responsibility of the exhibitor to install their exhibit before the opening of the exposition and to dismantle their exhibit immediately after the close of the exposition. In facilities with union agreements, all work in connection with exhibit erection and dismantling is to be performed by the union personnel carrying the appropriate union card. Carpenters, painters, electricians, plumbers, and other skilled labor, as well as common labor or porters, may be arranged for at established rates within the official Exhibitor Service Kit. Arrangements should be made in advance through Levy Exposition Services (the official general

services contractor). Exhibitors are liable for any damage caused to building walls, doors, or columns, or to the other exhibitor's property. All parts of the exhibit display must be confined within the exhibitor's assigned space boundaries. Aisle space is under the control of SHAPE America, and no exhibitor may utilize this space for display or traffic control.

**7 BOOTH FURNISHINGS** Standard booth furnishings consist of one (1) 2-line identification sign, one (1) 8' high draped backwall, and two (2) 3' high draped side rail separators (where applicable; exempt from island booths). Furniture, display fixtures, carpeting and utilities (electricity, water, internet, lead retrieval, etc.) are not included at the exhibit space rental rate, and may be ordered separately from the official Exhibitor Service Kit. One (1) 6' skirted table and two (2) chairs are included at the Government/Non-Profit rate.

**8 FLOOR COVERING** All aisles will be carpeted at SHAPE America's expense. All exhibitors are required to place floor covering for their entire booth space. Exhibitors may bring their own flooring (carpet, interlocking mats, etc.) or rent directly from the official Exhibitor Service Kit. All floor coverings must be slip resistant. Booths that have not provided floor covering prior to 7:30 am, Wednesday, March 13, 2024, will have carpet placed at the exhibitor's additional expense.

**9 EXHIBITOR PERSONNEL** Each exhibitor must have at least one (1) attendant in the display booth during all open hours of the expo. Attendants must be bona fide employees or representatives of the exhibiting organization. All exhibitors should register their personnel in advance through SHAPE America's official registration and housing provider, Maritz Global Events. Exhibitors are permitted up to four (4) representatives per 10'x10' space rented (to include 1 full conference registration badge and 3 exhibit hall only badges). As an example, a 10'x10' booth would receive four (4) total badges, a 10'x20' booth would receive eight (8) total badges, and a 20'x20' booth would receive sixteen (16) total badges. For access to the exhibit floor (set-up, dismantling and show hours), an exhibitor badge is required, including all hired assembly workers.

Company names on exhibitor badges are restricted to the company name as listed on the contract; sub-divisions and partnering companies will not be permitted to update their exhibitor badge to reflect a company name not listed as a contracted exhibitor. All exhibiting company representatives must wear the official name badge while in the exhibit hall.

**10 SELLING PRODUCTS AND MERCHANDISE** Sales are permitted on the exhibit floor. Licenses, taxes on sales, payment of sales tax and other legal business requirements are the responsibility of the exhibitor. All purchases made on the exhibit floor must include a bill of sale or receipt to the purchaser.

**11 SOUND, LIGHTING AND OTHER PRESENTATION DEVICES** Audio/Visual effects are permitted only within the rented exhibit space and must not interfere with any neighboring exhibitors. Audio-visual effects of purely entertainment characteristics (without informative value), will not be permitted. The use of neon or similar gases will not be permitted, including electric or flashing signs, as well as balloon displays. Exhibitors are further prevented from the use of any haze, fog or similar device in their booth. All audio devices, including microphones and speakers, should be played at a conversational volume. The mechanical reproduction of sound or music is prohibited, unless the exhibitor provides documentation of obtaining appropriate licenses to SHAPE America management. All sound, lighting and presentation devices will be monitored by SHAPE America personnel.

**12 CONTRACTOR SERVICES** As you plan for the SHAPE America exhibition, you may receive solicitations from publications and vendors that are not affiliated with SHAPE America. Please be advised that SHAPE America does not sell exhibitor lists or contact information to anyone. This information is securely provided to SHAPE America official contractors to inform exhibitors of show-related services. Solicitations from unofficial vendors are often the result of obtaining public information from the internet and should not be trusted.

The following are approved third party contractors working with SHAPE America:

**Levy Exposition Services** - Official General Services Contractor: responsible for providing all services in the exhibit area. A schedule of prices, instructions, and order forms for shipping, drayage, installation/dismantling labor, electrical service, furniture, lead retrieval, food and beverage, internet, etc. will be included in the Exhibitor Service Kit, available December 1, 2023, or earlier.

**Maritz Global Events** - Official Registration and Housing Provider and Official Lead Retrieval Provider

**INSPIRE**- Official audio visual services and equipment provider

**Huntington Convention Center of Cleveland** - Official Convention Venue

**SHAPE America** - Sole provider of any lists or attendee contact information

**13 EXHIBITOR SPONSORED EVENTS** No exhibitor sponsored event, meeting, seminar, reception, focus group or similar function to which conference attendees are invited may be held during official SHAPE America convention events. All public function space in the Huntington Convention Center of Cleveland and host hotels are controlled by SHAPE America. No function space will be released to exhibiting organizations for social functions or sponsored events without the permission of SHAPE America management.

## 14 PRIZE DRAWINGS AND GIVEAWAYS

Promotional giveaways will be permitted. Exhibitors planning to hold prize drawings or raffles must submit a complete description of the items to be raffled, the methods by which winners will be selected, and the manner in which winners will be announced, in writing to SHAPE America management. Such drawings will not be permitted if they conflict in any way with the SHAPE America Convention & Expo or local laws. Promotion of the drawing/raffle is solely the responsibility of the exhibitor.

## 15 USE OF SHAPE AMERICA MARKETING

**COLLATERAL** The SHAPE America name and logo are the exclusive, trademarked property of SHAPE America. The SHAPE America logo may not be used in any way (e.g., promotional literature, giveaways, etc.). Exhibiting companies may use the “2024 SHAPE America National Convention & Expo” name, hashtags and its designated logo on promotional items for the current event only. The exhibitor is granted no rights to use other names, slogans, service marks, trademarks, trade names or logos of SHAPE America. No exhibitor may use the SHAPE America name or any of its affiliate organizations in conjunction with any promotional activity or award in the exhibit hall without the expressed written consent of SHAPE America. SHAPE America will be held harmless for any trademark, trade name, copyright, or patent infringement on any printed materials belonging to or distributed by any exhibitor. Use of the Huntington Convention Center of Cleveland logo, design, trademark, trade name, patent, copyrighted work, or symbol must be approved in writing by the Huntington Convention Center of Cleveland’s marketing department. The exhibit floor plan and exhibitor listing are the property of SHAPE America, and use/publication for any purpose without SHAPE America’s written consent is prohibited.

**16 FIRE, SAFETY AND HEALTH** The exhibitor assumes all responsibility for compliance with local, city, and state ordinances and regulations covering fire, safety, and health. All exhibit equipment and materials must be located within the booth. Only fireproof materials may be used in displays and the exhibitor must take all necessary fire precautions. No combustible decoration, (e.g. crepe paper, tissue paper, cardboard, or corrugated paper), shall be used at any time. All packing containers, excelsior, and wrapping paper that are not flameproof must be removed from the floor and must not be stored under tables or behind displays. A storage fee will be assessed for “empties” in those instances where an exhibitor hand delivers their own materials to their exhibit space. All decorations, drapes, curtains, hangings, items such as carpeting, turf used in the vertical position, combustibles, etc. must be flame retardant per the Exhibitor Guidelines outlined by The Huntington Convention Center. A copy of the Certificate of Flame Resistance for the item must be left in the booth. No propane, acetylene or other flammable or explosive materials are allowed. No candles or other flames are allowed in your booth.

**17 LABOR** To assist you in planning your participation in your show, please note in advance that union labor will be required for certain aspects of your exhibit handling. Union exhibit labor claims jurisdiction for installing, dismantling and cleaning prefabricated exhibits and displays when this work is done by persons other than full time company personnel. Exhibitors handling this work themselves must be prepared to provide proof of full-time employment. Levy Exposition Services (the official show service contractor) will have trained labor available to assist you in all aspects of the setup and dismantling of your booth and the movement of your equipment. Labor may be employed by completing labor forms enclosed in the official service kit. All mechanical equipment on the trade show floor must be under the care, custody, and control of Levy. This includes Forklifts, Scooters, Pallet Jacks, Genie Lifts, etc., and all other mechanical equipment. Levy is responsible for receiving and handling all exhibit materials and empty crates. They are accountable for managing docks and scheduling vehicles for the smooth and efficient move-in and move-out of the exhibition. However, Levy will not be responsible for any materials they do not handle. Levy will have complete control of the loading docks at all times. If you wish to unload or load, you must report to the Levy Service Center. Vehicles must not be left unattended at the loading areas. Any unattended vehicles will be towed away at the owner’s expense.

**The following guideline is for work your company’s staff is permitted to do:**

Transport small items to your booth by hand or with personally owned 2-wheel carts (Levy will have carts available only for Levy use). Levy will operate all forklifts. Levy Freight Personnel will monitor personally Owned Vehicles (POV’s) such as cars, pick up trucks and minivans that are utilized for the unloading/loading of exhibit materials. This will allow exhibitors to unload quickly and safely into the exhibit area. All box trucks, straight trucks, personal trucks over one ton, trailers, bobtails, or larger vehicles not classified as Personally Owned Vehicles will be directed to the marshaling yard area for Levy freight handling services. Unpacking and uncrating boxes, equipment, merchandise, etc. Fine-tuning/calibrating your equipment and the interconnection of computers and peripherals. The setup of signs/graphics. You may plug in your equipment after electrical service has been ordered and the power box delivered. However, for safety reasons, if your equipment needs to be hardwired, electricians must do the work. In General, Craftsmen at all levels must be instructed to refrain from expressing any grievances or directly challenging the practices of any exhibitor. All questions originated by labor are to be communicated only to the Exhibit Manager. Exhibitors are asked to refrain from voicing labor complaints directly to craft personnel. Any questions regarding contract labor should be directed to the Exhibit Manager or Levy. Should you have questions about the work you can perform, don’t hesitate to contact Levy. Rates for moving shipments from the dock to your booth are located on the Material Handling Form. This form includes rates for handling shipments received at the show site and the Levy warehouse.



Installation of exhibits in the Huntington Convention Center of Cleveland will begin Tuesday, March 12, 2024 (8:00 a.m. – 6:00 p.m.), and continue for touch-up only on Wednesday, March 13, 2024 (7:30 a.m. – 9:00 a.m.). If installation has not started by 7:30 a.m., Wednesday, March 13, 2024, SHAPE America management shall have the option to order the exhibit to be installed and the exhibitor billed for all charges incurred. All exhibits must be fully operational by 9:00 a.m. on Wednesday, March 13, 2024. After this hour, no installation work will be allowed without consent and knowledge of SHAPE America management. Move-out hours are Friday, March 15, 2024 (12:00 p.m. – 5:00 p.m.).

**18 GRATUITIES** SHAPE America requests that exhibitors do not tip labor employees. These laborers are paid at an excellent wage denoting a professional status, and thus, tipping is not necessary. Any request for gratuities should be brought to the attention of SHAPE America management.

**19 SECURITY AND LIABILITY** Doors to the exhibit hall will be locked immediately after exhibits close and during times of non-use, with security present during these times. SHAPE America makes no warranty, expressed or implied, that security measures will avert or prevent occurrences that may result in loss or damage. Each exhibitor must make provisions for the safeguarding of his or her goods, materials, equipment, and display at all times. SHAPE America will not be liable for loss or damage to the property of exhibitors or their representatives or employees from theft, fire, accident, or other causes. SHAPE America will not be liable for injury to exhibitors or their employees or for damage to property in their custody, owned or controlled by them, which claims for damages, injury, etc., may be incident to or arise from, or be in any way connected with their use or occupation of display space, and exhibitors will indemnify and hold harmless against such claim. The exhibitor assumes all liability for any damage to the facility's floor, walls, lighting fixtures, etc. as a result of exhibitor negligence. The exhibitor will abide by and observe all laws, rules, regulations, and ordinances of any government authority and of the contracted facility.

The exhibitor agrees to make no claim for any reason whatsoever against Society of Health and Physical Educators (SHAPE America), Levy Exposition Services, Huntington Convention Center of Cleveland, the City of Cleveland, Cuyahoga County, the State of Ohio or any other governmental agencies with jurisdiction for loss, theft, damage, or destruction of goods, any injury to oneself or employees while the exposition is in progress, being set up, or being taken down.

Exhibitor expressly agrees, and hereby does, indemnify, defend and hold harmless SHAPE America, Levy Exposition Services, Huntington Convention Center of Cleveland, the City of Cleveland, Cuyahoga County, the State of Ohio or any other governmental agencies with jurisdiction, including their agents and representatives,

shareholders, officers, directors, employees, and contractors, from and against all claims, loss or expense, including reasonable attorney fees and liabilities arising out of, or in any way related to, the acts, omissions or negligence of exhibitor, exhibitor's agents, invitees, employees or representatives.

**20 INSURANCE REQUIREMENTS** it is understood and agreed that full compliance with the insurance requirements stated below does not relieve Exhibitor or its contractor of the indemnification obligations required herein. Each exhibitor shall, at its own cost and expense, procure and maintain through the term of this contract, the following: (a) Workman's Compensation Insurance coverage for exhibitor's employees which shall be in compliance with federal laws and the laws of the State of Ohio (b) Commercial General Liability Insurance (against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased). Such insurance shall include contractual liability and product/completed operations liability coverage, with combined single limits of not less than minimum \$1,000,000 per occurrence / \$2,000,000 aggregate coverage (c) Fire Legal Liability Insurance of not less than \$100,000 and (d) Automobile Liability Insurance of not less than \$1,000,000 combined single limit for all owned, hired and non-owned vehicles displayed or utilized on the exhibit floor. (e) Other Insurance: Each exhibitor acknowledges that it is responsible for obtaining any additional insurance coverage solely at its own expense, in such amounts as it deems appropriate to comply with its obligations here under and for its own protection. Such insurance shall name SHAPE America, Levy Exposition Services., Huntington Convention Center of Cleveland and the City of Cleveland, including the directors, officers, employees, agents and assigns of each as additional insured and contain the severability of interest provision.

**Terms of coverage to be effective are March 11, 2024 thru March 16, 2024.**

All carriers providing coverage must have a minimum current A.M. Best's Rating of A VIII. All coverage to apply as primary and non-contributory. All exhibitor insurance policies shall contain ISO standard waiver of subrogation provision. All exhibitor insurance policies shall be endorsed to provide SHAPE America with not less than thirty (30) days written notice of cancellation. Exhibitor hereby warrants and agrees to disclose within thirty (30) days knowledge of a claim which has or may reasonably be expected to result in diminution of policy limits to a level beneath that required in this agreement. All property of the exhibitor is understood to remain under its custody and control at all times. It is understood and agreed that all third-party contractors and sub-contractors of Exhibitor shall maintain the same insurance, in every respect, as required of Exhibitor and, further, it shall be the responsibility of Exhibitor to ensure such compliance. Certificates of Insurance must be submitted online by February 12, 2024. Failure to

remit such proof shall be a material breach of this agreement. An exhibitor's right to exhibit may be cancelled by SHAPE America if proof of insurance coverage is not submitted by February 12, 2024.

**21 VIOLATIONS** SHAPE America may at its discretion take away all or part of future exhibiting privileges for violations of the Terms and Conditions. In addition, violation of any of these Terms and Conditions by the exhibitor or his or her employees or agents shall, at the option of SHAPE America, forfeit the exhibitor's right to occupy space and such exhibitor shall forfeit to SHAPE America all monies paid or due. Upon evidence of violation, SHAPE America may take possession of the space occupied by the exhibitor and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages that SHAPE America may incur thereby.

**22 INCORPORATION BY REFERENCE/LAWS APPLICABLE** The terms set herein are expressly incorporated by reference into the original application and contract for exhibit space and are to be treated as having full legal efficacy for enforcement of same. The agreement for rental of exhibit space shall be governed by the laws of the state of Virginia wherein the SHAPE America headquarters offices are located. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such valid agreements or covenants were not contained herein.



**March 12-16 • #SHAPECleveland**

**SHAPE America Contact Information**

**Exhibit Sales, Advertising and Sponsorships**

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**Strategic Partnerships and Fundraising**

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