HACU 31st Annual Conference

Championing Hispanic Higher Education Success: Driving America's Prosperity

OCTOBER 28-30, 2017 • HILTON SAN DIEGO BAYFRONT • CALIFORNIA

APPLICATION FOR EXHIBITOR SPACE

The undersigned person on behalf of the organization listed below ("Applicant") hereby requests consideration by the Hispanic Association of Colleges and Universities ("HACU") for exhibitor space at HACU's conference to be held as follows:

Dates of Conference: October 28-30, 2017
Location: San Diego, CA
Exhibit Site: Hilton San Diego Bayfront

**** Exhibitor Application Deadline to be included in the printed program: September 15, 2017 ****
Exhibitor Application Deadline: October 13, 2017

Approximate Dimensions of each Exhibitor Space: Standard 8' x 10' Exhibit Booth

1. APPLICANT INFORMATION

A. Name of Organization on whose behalf application is made:

_____

Address: _____

_____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Fax:(_____)_____

B. Name of person filling out application:*

*Please note, this person will receive all conference communications and the exhibitor manual.

Name: _____

Title: _____

Relationship to Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Fax:(_____)_____

Email: _____

Please select the one classification below that best describes your primary function: (select only one)

❑ Administrator ❑ Staff/Faculty ❑ Dean/Chair ❑ K-12 Administrator/Staff
❑ Undergraduate Student ❑ Graduate Student ❑ Government ❑ Corporate ❑ Association/Foundation

C. Name, title and email of person receiving complimentary registration on behalf of above organization:*

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Fax:(_____)_____

Email: _____

Please select the one classification below that best describes your primary function: (select only one)

❑ Administrator ❑ Staff/Faculty ❑ Dean/Chair ❑ K-12 Administrator/Staff
❑ Undergraduate Student ❑ Graduate Student ❑ Government ❑ Corporate ❑ Association/Foundation

HACU 31st Annual Conference

Championing Hispanic Higher Education Success: Driving America's Prosperity

OCTOBER 28-30, 2017 • HILTON SAN DIEGO BAYFRONT • CALIFORNIA

D. Name, title and email of additional booth personnel (charged at $195 each, maximum of 4). The deadline to add additional personnel to this application is October 13, 2017. After that date all additional personnel must be added and paid for on-site. TBDs will no longer be accepted.

1) Name: _____

Title: _____

Address: _____

Phone: (_____) _____ Fax:(_____)_____

Email: _____

Please select the one classification below that best describes your primary function: (select only one)

❑ Administrator ❑ Staff/Faculty ❑ Dean/Chair ❑ K-12 Administrator/Staff
❑ Undergraduate Student ❑ Graduate Student ❑ Government ❑ Corporate ❑ Association/Foundation

2) Name: _____

Title: _____

Address: _____

Phone: (_____) _____ Fax:(_____)_____

Email: _____

Please select the one classification below that best describes your primary function: (select only one)

❑ Administrator ❑ Staff/Faculty ❑ Dean/Chair ❑ K-12 Administrator/Staff
❑ Undergraduate Student ❑ Graduate Student ❑ Government ❑ Corporate ❑ Association/Foundation

3) Name: _____

Title: _____

Address: _____

Phone: (_____) _____ Fax:(_____)_____

Email: _____

Please select the one classification below that best describes your primary function: (select only one)

❑ Administrator ❑ Staff/Faculty ❑ Dean/Chair ❑ K-12 Administrator/Staff
❑ Undergraduate Student ❑ Graduate Student ❑ Government ❑ Corporate ❑ Association/Foundation

4) Name: _____

Title: _____

Address: _____

Phone: (_____) _____ Fax:(_____)_____

Email: _____

Please select the one classification below that best describes your primary function: (select only one)

❑ Administrator ❑ Staff/Faculty ❑ Dean/Chair ❑ K-12 Administrator/Staff
❑ Undergraduate Student ❑ Graduate Student ❑ Government ❑ Corporate ❑ Association/Foundation

E. Brief description of nature and purpose of organization:

_____

_____

_____

_____

HACU 31st Annual Conference

Championing Hispanic Higher Education Success: Driving America's Prosperity

OCTOBER 28-30, 2017 • HILTON SAN DIEGO BAYFRONT • CALIFORNIA

Years organization has been in existence: _____

Describe the nature and focus of displays and communications of proposed exhibit:

_____

_____

_____

_____

If intent is to promote subjects other than matters pertaining to higher education, please describe:

_____

_____

_____

_____

2. PAYMENT INFORMATION

A. Exhibit Booth Fee (please check one):

HACU Member Colleges & Universities	$1,674
Non-Member Colleges & Universities	$2,230
Non-profit Associations	$2,230
Government	$2,230
Corporate	$3,342

B. Payment includes:

_____ x _____ = _____
Exhibit Booth Fee # of Exhibit Booth(s) Total Exhibit Booth Fee

$195 x _____ = _____
Per Additional Booth Personnel # of Additional Booth Personnel Total Additional Registrations

= _____
TOTAL DUE

C. Check Method of Payment:

_____ Credit Card _____ Check _____ Money Order _____ Purchase Order

If paying by credit card please complete section below:

Card Number: _____ Exp. Date: _____ Security Code _____

Credit Card: _____ AMEX _____ VISA _____ Master Card

Name as it appears on card: _____

Signature of Cardholder: _____

If paying by check, please make check payable to HACU.

3. CONDITIONS AND LIMITATIONS

A. The nature and type of display is limited by various provisions of the Agreement.

B. This Application is an offer to enter into the terms and conditions contained in this Application and also in the Agreement Regarding Exhibitor Space ("Agreement"). Applicant hereby agrees and acknowledges that the terms and conditions of the attached Agreement shall be regarded as part of this Application and that such terms and conditions are hereby incorporated into this offer in their entirety by reference as though fully set forth herein verbatim.

C. HACU recommends the applicant not tear down his/her exhibit booth until 2:00 p.m. on Monday, October 30, 2017.

D. Exhibitor assumes responsibility and agrees to indemnify and defend the Hispanic Association of Colleges & Universities and the Hilton San Diego Bayfront and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises.

E. The Exhibitor understands that neither the Hispanic Association of Colleges & Universities nor the Hilton San Diego Bayfront maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

4. APPLICATION AND EFFECTIVENESS OF AGREEMENT SUBJECT TO APPROVAL OF HACU

A. This application and offer are subject to HACU's acceptance in the manner specified in the Agreement. HACU retains the right and prerogative to decline this application and to decline entering into the attached and incorporated Agreement for any reason, in its sole and exclusive discretion.

B. Upon acceptance by HACU in the manner specified in the Agreement this application and offer by Applicant shall be regarded as accepted and, the attached Agreement shall become immediately effective and binding on HACU and Applicant.

I have read and understand the Agreement and understand that an exhibit booth will not be considered reserved until HACU has received this completed application and payment in full. Once both items are received, HACU will acknowledge acceptance of Agreement by signing below.

Name and signature of Applicant:

_____
(Name of Organization/Institution)

_____
(Please print name)

_____
Signature Date

AGREED TO AND EXECUTED BY:

Hispanic Association of Colleges and Universities

Silvia Kennison
(Please print name)

_____
Signature Date

Once application is completed, print out a hard copy, sign where necessary and email/fax first **four** pages to 210-692-0823 or mail along with payment to:

Hispanic Association of Colleges and Universities
Attn: Darlene Martin
8415 Datapoint Drive, Suite 400
San Antonio, Texas 78229
E-mail: darlene.martin@hacu.net
Phone: 210-576-3208
Fax: 210-692-0823

HACU 31st Annual Conference

Championing Hispanic Higher Education Success: Driving America's Prosperity

OCTOBER 28-30, 2017 • HILTON SAN DIEGO BAYFRONT • CALIFORNIA

AGREEMENT REGARDING EXHIBITOR SPACE
HACU's 31st Annual Conference
Championing Hispanic Higher Education Success: Driving America's Prosperity
October 28 - 30, 2017
Hilton San Diego Bayfront
San Diego, CA

1. PURPOSE AND BACKGROUND:

The submission of a completed Application constitutes only an offer by Applicant to rent exhibitor space from the Hispanic Association of Colleges and Universities ("HACU") on the terms and conditions contained herein. HACU retains the right to decline or reject such offer, in its sole and exclusive discretion. Unless and until HACU accepts Applicant's offer in the manner specified and required below, this Agreement shall remain without any legal or binding effect as between Applicant and HACU and neither party shall have any obligations or responsibilities to the other, except that if in the interim, payment for the exhibit space has been forwarded to HACU, such payment shall be promptly returned to Applicant if Applicant's offer is rejected. Upon acceptance of the offer in the manner set forth below, this Agreement shall immediately become effective and binding on the parties and the terms and conditions contained herein shall apply and govern the relationship between HACU and Applicant.

2. MANNER OF ACCEPTING THIS APPLICATION AND MAKING THIS AGREEMENT EFFECTIVE:

Should HACU elect to accept Applicant's offer and enter into this Agreement with Applicant, it shall and must comply with all of the following steps to make the acceptance and Agreement effective:

A. HACU shall notify the Applicant in writing of the acceptance, which notification must be signed by the President of HACU or her/his authorized designee; and

This Agreement must be signed by the President of HACU or her/his authorized designee and a copy of same delivered to Applicant either with the acceptance or within a reasonable amount of time of the delivery of said acceptance.

Acceptance must be in the above-described manner or this Agreement will not become effective or binding. HACU's receipt, handling, and/or processing of Applicant's payment shall not constitute acceptance of the Application or offer and shall not make this Agreement effective.

3. SUBJECT OF AGREEMENT:

A. This Agreement shall govern Applicant's usage of the exhibitor space(s) referenced in the Application at the conference described in the Application. The dimensions set forth in the Applications are approximate dimensions only and Applicant agrees and acknowledges that the particular space(s) assigned to Applicant may vary in size depending on location, availability and other factors.

B. Applicant agrees to accept the exhibitor space on an "as is" basis.

C. HACU will permit Applicant to use the space within a defined area as an exhibit booth in the exhibit hall during the specified dates and times of the convention. Applicant's rights to start utilizing the booth for setup purposes will begin at 8:00 a.m. on Saturday, October 28, 2017 and Applicant will be allowed to occupy the booth until 2:00 p.m. on Monday, October 30, 2017 when all exhibits, displays, signs, items, equipment and other items must be removed. All rights to use the booth or space for any purpose will terminate at the foregoing date and time set for the removal of all items.

D. Applicant agrees and acknowledges that HACU has not made or created any representation, guarantee or expectation that any particular space or any particular location on the floor of the convention hall will be assigned to Applicant. Applicant agrees that HACU shall have the right to assign Applicant such space as HACU may decide based on availability, other applications, number of participants, efficiency, requirements of other Applicants and any such other factors as HACU, in its sole discretion, may determine to be appropriate.

4. IN ORDER TO BE CONSIDERED COMPLETE, THIS APPLICATION MUST BE ACCOMPANIED BY PAYMENT FOR THE NUMBER OF SPACES DESIRED. HOWEVER, WITH THE WRITTEN CONSENT OF HACU, PAYMENT MAY BE DEFERRED FOR A PERIOD AGREED UPON BY HACU.

5. TERMINATION OF AGREEMENT BY APPLICANT:

Applicant may terminate this Agreement by providing HACU with actual written notice of its termination of this Agreement, provided, however, that such termination shall be subject to and conditioned on the following:

A. If the termination notice is actually received by HACU on or before 5:00 p.m., CST, on Friday, October 13, 2017, Applicant shall be refunded the application fee except that HACU shall be entitled to retain $200 of the application fee as a service charge to cover expenses HACU has incurred.

B. If the written notice of cancellation is received by HACU after 5:00 p.m., CST, on Friday, October 13, 2017, Applicant shall forfeit all rights to the return of the application fee and HACU shall be entitled to retain the application fee in its entirety as liquidated damages for the expenses and losses caused by the termination.

In the event of any termination by Applicant or Applicant's failure to appear on the first day of the conference, HACU, in addition to any rights or remedies HACU may have, shall also have the right to use, lease, reallocate, or otherwise transfer Applicant's exhibit space for the entire conference as HACU may determine is appropriate, in its sole and exclusive discretion, without any further obligation to Applicant. Should such space be leased, reassigned, or conveyed to anyone other than Applicant, HACU shall be entitled to keep all proceeds from said transaction, if any, and Applicant shall not have any right to any part of the proceeds or rent from that other renter.

6. TERMINATION OF AGREEMENT BY HACU:

HACU shall have the right to terminate this Agreement for any of the following reasons:

A. Any misrepresentation or omission by Applicant in the Application which is deemed important by HACU; or

B. Failure by Applicant to make timely payment of the application fee; or

C. Any breach by Applicant of any term, provision, or condition in this Agreement; or

D. Any reasons constituting cause for termination; or

E. Cancellation of the conference for reasons, which are solely, and exclusively under HACU's control. Applicant hereby stipulates and agrees that in the event that HACU cancels the convention for reasons which are solely and exclusively under its control; HACU's sole and exclusive obligation to Applicant shall be to return a full refund of the application fee (payment for use of space). Applicant agrees and stipulates that the return of the refund shall be Applicant's sole and exclusive remedy and that Applicant shall not be entitled to any other damages or compensation for any direct, indirect, or consequential losses, injuries, or damages, regardless of nature or amount.

7. PERFORMANCE EXCUSED:

In addition to the reasons for termination described above, HACU shall also have the right to terminate this Agreement and/or cease performance hereunder in the event of fire, weather conditions, civil strife, labor disputes, natural or man made disasters, earthquakes, acts of God, emergency, evacuation of the facilities for safety or health reasons, or other reasons or events which are beyond the control of HACU and/or the owner/management of the conference facility. In the event of any of the foregoing events or contingencies, HACU shall be relieved of any and all obligations hereunder except that HACU shall return to Applicant the application fee (payment for use of space), provided, however, that a pro-rate share of all costs and expenses incurred and financial commitments by HACU shall be deducted from said amount.

8. RESPONSIBILITIES OF APPLICANT:

Applicant shall be solely and exclusively responsible for performing, effectuating and paying for all of the following:

A. Providing all displays, materials, equipment, devices, and promotional items to be used or distributed by Applicant.

B. Providing all labor and personnel to set up the exhibit, maintain it during the conference, staff it during the conference, and dismantle and remove the displays and exhibits at the end of the conference.

C. Maintaining the exhibit space and areas immediately surrounding it in a safe, orderly, and clean condition.

D. Complying with all applicable laws, including local codes and ordinances relating to wiring, structures, and materials.

E. Ensuring that all displays, signs, banners and advertising materials are positioned and secured in a safe and non-disruptive manner.

F. Ensuring that the presentations of Applicant are not disruptive.

G. Securing all necessary inspections and permits.

H. Complying with all applicable rules, regulations, standards, codes, and laws related to exhibit facilities, safety, fire prevention, and health.

I. Familiarizing herself/himself with all applicable ordinances, permit requirements and applicable codes and laws.

J. Removal from the display area and all portions of the exhibit hall all materials, displays, equipment and all other items used by Applicant at the conference.

9. NOTICES AND COMMUNICATIONS:

Any and all notices or communications from applicant to HACU shall be delivered to the following:

Hispanic Association of Colleges and Universities
Attn: Darlene Martin
8415 Datapoint Drive, Suite 400
San Antonio, Texas 78229
Email: darlene.martin@hacu.net
Phone: 210-576-3208
Fax: 210-692-0823

Any and all notices or communications to Applicant from HACU shall be delivered to the individual set forth in the Application as the person filling out the application for the organization at the address set forth in the application.

Where written notice or other written communication is required or otherwise contemplated in this Agreement, said notice shall be sent by a verifiable means such as certified mail, facsimile, or email.

10. ADDITIONAL RULES AND REGULATIONS:

Applicant agrees to comply with any additional rules, guidelines, requirements, and regulations, which HACU or the management of the exhibition facility may implement and communicate to Applicant.

11. NATURES OF DISPLAYS AND COMMUNICATIONS:

HACU retains the right at all times to prohibit exhibits, communications, or materials which HACU may deem, in its sole discretion, to be inappropriate, offensive, disruptive or irrelevant to the conference. Additionally, HACU shall have the right to require Applicant to modify, alter, reposition, or otherwise change any signs, banners, displays, or other matters to promote order, safety or efficiency. Applicant shall be required to comply with the following restrictions:

A. Applicant shall not directly or indirectly mark, deface, damage, paint, drill, nail or otherwise alter any of the walls, ceilings, partitions, or floors of the building or space within the exhibit booth.

B. Applicant shall not directly or indirectly paint, alter, change, damage, deface, drill, move, reconfigure, or modify any of the partitions, structures, or walls defining or separating Applicant's exhibit space or any exhibit booth.

C. Applicant shall not hang, place, conduct or create any displays, banners, or communications, which interfere with or obstruct the exhibits, activities, or displays of others.

D. Applicant shall not hang, secure, nail, glue, or otherwise affix any posters, banners, displays or other materials to any of the walls, ceilings, or floors of the exhibit hall or any of the meeting rooms without the prior written consent of HACU.

E. All materials, items, displays, banners and other items used by Applicant must be flameproof.

F. All electrical wiring and devices must meet or exceed the National Electric Code Safety Rules.

G. All connections, installations, and use of items must comply with all applicable codes, regulations, ordinances, and laws.

H. All displays, exhibit materials, and equipment must be located, positioned and used in a safe manner with protective devices and safety guards.

I. Applicant may not engage in solicitations, distribution of materials, or conduct any promotional activities outside of the assigned booth.

J. Applicant may not engage in any activities, displays, or communications, which vary from the nature and character of the proposed activities and exhibits described in the Application.

K. All displays, demonstrations, exhibits, and other activities must be conducted only within the perimeter of the assigned booth.

L. All displays, exhibits and communications by Applicant must be of such nature that they do not defame, deride, or disparage any person, or entity, organization or group.

M. All displays, exhibits, publications and communications must be devoid of any derogatory or offensive references to race, national origin, gender, age, disabilities, religion or other similar factors.

N. Applicant and all persons representing Applicant must at all times conduct themselves in a professional and courteous manner.

12. OBLIGATIONS OF APPLICANT:

Applicant assumes, and at all times shall retain, full, sole and exclusive responsibility and risk for the following:

A. The transportation, delivery, storage, set-up, taking down, removal, and return of their exhibits, displays, equipment and all other items and materials to be utilized or handled by Applicant.

B. The condition, storage, security, safety, and safeguarding of all exhibits, displays, equipment, personal items and materials brought to the exhibition hall and/or used, stored, or maintained therein.

C. All arrangements to ensure the timely and safe transportation of Applicant's exhibits, displays, equipment and other items and materials to and from the exhibition hall.

D. The loss, damage or theft of equipment, materials, displays, articles or other items which a are used, placed, or left in the exhibit area during, prior to, or following any functions.

E. Any damage, loss or injury to the property of others arising out of or related to the actions or omissions of Applicant, its employees, invitees, employees or representatives.

F. Any and all injuries or harm to any person or persons arising out of or related to the actions or omissions of Applicant, its employees, invitees, employees or representatives.

G. Maintaining the booth and space within it, as well as immediately adjacent to it, in a clean, orderly and safe condition.

H. All other matters related to or incidental to Applicant's activities and exhibits at the conference.

13. INDEMNIFICATION:

Applicant hereby indemnifies and agrees to defend and hold harmless HACU and all of its representatives, agents, employees, and invitees from any and all injuries, lawsuits, losses, demands, damages, claims, verdicts, judgments, legal fees, litigation costs, expenses of litigation and all other matters which, in whole or in part, arise out of or in any manner are related to any of the following:

A. Applicant's performance, activities, omissions, or actions in connection with this Agreement.

B. Applicant's performance, activities, omissions, or actions during or related to the conference

C. Applicant's performance, activities, omissions, or actions in connection with or related to its exhibits, demonstrations, displays, communications at the conference.

D. Any injuries or losses (regardless of whether personal, property or otherwise) to members of the public, attendees at the conference, any person, and/or HACU or its representatives resulting from or arising from Applicant's omissions and/or actions, regardless of whether it is claimed that HACU is partly at fault or partly negligent.

14. NON-ASSIGNABILITY BY APPLICANT:

Applicant shall not assign or transfer this Agreement or any rights under this Agreement. Applicant shall not sublet or rent the exhibit space or any part of such space.

15. MANDATORY FINAL AND BINDING ARBITRATION:

Any and all disputes, issues, or controversies which may arise under this Agreement, which are related to activities or performance under this Agreement, or which concern the interpretation, application, effect or alleged breach of this Agreement shall and must be submitted to final and binding arbitration in accordance with the rules and procedures of the American Arbitration Association ("AAA"). However, prior to requesting arbitration, a party having a dispute, issue or controversy within the scope of this provision shall first give written notice to the other party of the existence of the dispute, issue or controversy, giving a brief description of same and the remedy sought. If the matter is not resolved informally to the satisfaction of the party giving notice, said party must submit a request for arbitration to the AAA (with a copy to the other party) within 180 calendar days of the date the notice of the existence of the dispute, issue or controversy. Thereafter, the matters shall be submitted and processed to final and binding arbitration in accordance with the AAA's rules and procedures. The parties further agree that any arbitration hearing shall be held in San Antonio, Texas, unless the parties in writing mutually agree upon another venue.

16. USE OF MULTI-MEDIA DEVICES:

If Applicant intends to use moving pictures, video, teleconferencing, sound systems, or other unusual effects or methods of presentation, Applicant must submit a brief description of the communication means and the plans for such use no later than forty-five (45) days in advance of the first day of the conference and obtain the written approval of HACU for such usage. Applicant will be required to ensure that the communications or displays do not have a negative or distracting impact on the show environment or create excessive noise, heat, light, distraction, or other problems.

17. INSURANCE:

Applicant will be responsible for obtaining any insurance coverage to cover against losses or injuries to persons or property during the conference. Although such coverage is not a requirement, the obtaining of such coverage is strongly recommended.

18. INTERPRETATION OF THIS AGREEMENT:

A. This Agreement shall be interpreted, construed, enforced and governed by and under the laws of the State of Texas.

B. The terms and conditions of this Agreement shall be regarded as severable and should any term, paragraph, clause, sentence or other subpart of this Agreement be determined by an arbitrator or court to be invalid, void, unenforceable, or otherwise without any legal effect, all other parts and language of this Agreement shall continue in effect and in full force.

19. NO AMENDMENTS OR VARIATIONS TO THIS AGREEMENT:

This Agreement contains and reflects each and every promise, representation, and agreement between the parties and supersedes any and all prior or contemporaneous promises, agreements, and representations. This Agreement may not be modified, amended, terminated, or otherwise changed except through a written formal document expressly changing this Agreement, which document must be executed by the President of HACU.