

CAA Conference 2021 Book and Trade Fair

STANDARD VIRTUAL EXHIBIT APPLICATION AND CONTRACT

CAA 109th Annual Conference, February 10-13, 2021

Between the Exhibitor:

_____ and CAA.

Company Name as you want it to appear in conference program listings.

VIRTUAL EXHIBIT PRICES AND PAYMENT

Standard Virtual Exhibit: \$1,000

~~Standard Virtual Priority Placement Exhibit: \$1,200~~ ***SOLD OUT***

TOTAL \$ _____

50% DEPOSIT \$ _____

BALANCE due by January 15, 2021 \$ _____

PRIORITY DEADLINE FOR APPLICATIONS IS FRIDAY, DECEMBER 11, 2020

FINAL DEADLINE FOR APPLICATION AND FULL PAYMENT IS FRIDAY, JANUARY 15, 2021.

Make checks payable to College Art Association. Checks must be drawn from a US bank in US dollars.

Visa, MasterCard, American Express and Discover are accepted.

CREDIT CARD NUMBER EXPIRE DATE

AUTHORIZED SIGNATURE, PLEASE PRINT AND ALSO SIGN CVV NUMBER

CONTACT NAME TITLE

ADDRESS

CITY STATE ZIP

TELEPHONE / FAX

EMAIL ADDRESS

COMPANY WEBSITE

PROGRAM LISTING IMPORTANT: HOW YOU WANT TO BE LISTED

Exhibitor agrees to this contract for the use of the Virtual Exhibit and is bound by the Terms and Conditions set out in the following pages, and to any amendment thereto by CAA.

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

TELEPHONE _____ EMAIL _____

NOTE: This document, when signed by CAA, constitutes a binding legal agreement. By the above signature, the individual represents and warrants that he/she is duly authorized to execute this binding contract on behalf of Exhibitor and that all terms and conditions of the Contract are understood and accepted.

Accepted by CAA; _____ DATE _____

Return this form to Paul Skiff, we prefer to receive your application by email to:

pskiff@collegeart.org

CAA 50 Broadway, 21st Floor, New York, NY 10004 FAX: 212-627-2381

CAA Conference 2021 Book and Trade Fair

ENTERPRISE VIRTUAL EXHIBIT APPLICATION AND CONTRACT

For qualified organizations and individuals.

CAA 109th Annual Conference, February 10-13, 2021

Between the Exhibitor:

_____ and CAA.
Company Name as you want it to appear in conference program listings.

VIRTUAL EXHIBIT PRICES AND PAYMENT—Enterprise Virtual Exhibit \$500

Enterprise Virtual Exhibit for Individual Author \$150

Enterprise Virtual Exhibit for Student Organization \$200

TOTAL \$ _____

50% DEPOSIT \$ _____

BALANCE DUE BY JANUARY 15, 2021 \$ _____

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CAA 50 Broadway, 21st Floor, New York, NY 10004 FAX: 212-627-2381

Application, Sponsorship and Advertising Contacts:

CONTACTS:

DIRECT YOUR QUESTIONS REGARDING EXHIBITS TO:

Paul Skiff

Assistant Director for Annual Conference

pskiff@collegeart.org

212-392-4413

FAX: 212-627-2381

DIRECT YOUR QUESTIONS REGARDING SPONSORSHIPS TO:

Alison Chang

CAA Sponsorship and Partnership Director

achang@collegeart.org

212-392-4436

DIRECT YOUR QUESTIONS REGARDING ADVERTISING TO:

Veken Gueyikian

Nectar Ads

veken@hyperallergic.com

<https://nectarads.com>

CAA CONFERENCE EXHIBITS CALENDAR

Friday, December 11, 2020. Priority application deadline for Book and Trade Fair exhibitor applicants. Take advantage of your standing in the priority points system and apply by this deadline to receive the most favorable location in the virtual exhibit online platform.

Friday, December 15, 2020. Final deadline for sponsorship visibility packages and full payment.

Friday, January 15, 2021. Deadline for Exhibitor full and final payment and deadline for Exhibitors to complete upload of content to the Confex Exhibitor Portal.

Wednesday, January 27, 2021. Exhibits open to attendees on the virtual conference website.

Tuesday, February 9, 2021. Conference Sessions open on the virtual conference website for on-demand access by attendees.

Wednesday, February 10, 2021. Conference live Session Q & A schedule opens on the virtual conference website for attendees and runs through Saturday, February 13.

Friday, March 12. Exhibits on the virtual conference website close.

Monday, March 15. All Conference Sessions on-demand access closes.

CONTRACT

Character of Exhibits and Promotion and Sale of Merchandise

The purpose of the Book and Trade Fair exhibit (the “Exhibit”) at the CAA Annual Conference is to complement the visual art and related content of the program of the Annual Conference. Within this philosophy, it is expected that the Exhibitor will market their products or services to their fullest worth and stimulate future sales of merchandise. While retail sales are not expressly prohibited, the nature of the show is better suited to the distribution of promotional material and the taking of orders to be processed at the close of the conference or at some future date. If the Exhibitor intends to sell and deliver merchandise directly to attendees, it is the sole responsibility of the Exhibitor to obtain the necessary permits from the appropriate State and City authorities and to collect and remit any taxes due for any and all items sold.

Use of Exhibits

Only official Exhibitors are permitted to represent products, programs and services at the Exhibit. Solicitations by any other company or person not officially registered with CAA as an exhibitor are strictly prohibited.

Conference Registration

Exhibitors purchasing Standard Virtual Exhibits or Enterprise Virtual Exhibits are provided with two complimentary registrations for the 2021 CAA Annual Conference. Exhibitors may purchase additional registrations at the CAA member rate.

Exhibit Space, Content, Use and Rental Fees

VIRTUAL EXHIBIT BOOTH CONTENT AND PRICING

Each virtual exhibit booth (the ‘Exhibit’) is hosted on the Confex virtual conference platform online (the Confex Conference App). The Exhibit provides features for aid in marketing and promotion. The features are:

- An introductory text description of your organization in up to 400 words.
- Logo placement.
- Hyperlink URL’s to direct visitors to your main website or other online locations with your content.
- Ability to post PDF files with detailed information on your publications, products, programs and services.
- Live text chat feature that will notify you when a visitor types in inquiries, which will also capture the visitor’s email address to allow you to follow up the lead.
- Ability to embed pre-recorded video content you utilize in your marketing.
- Capability for embedded live video for an assortment of currently available platforms such as Zoom, Skype or MS Teams. This allows you to post a link to your video account

to host live events and appointments with attendees for conversations, meetings, focus groups, meet-the-author events, product demonstrations or receptions.

The Exhibitor is responsible for loading all content to the Exhibit through the Confex Exhibitor Portal. The Exhibitor will be given an access address for the Exhibitor Portal upon a full payment (or 50% deposit payment) to CAA per the listed rates. All Exhibit content will be loaded by the Exhibitor to the Confex Exhibit Portal by the deadline of **January 15, 2021**.

All questions, technical support needs, and requests for information for loading Exhibit content through the Confex Exhibitor Portal must be referred to Confex Customer Service by using the request form directly on the Exhibitor Portal control panel or for urgently needed technical support, phone +1 (401) 334-0220 between the hours of 8:30 AM and 6:00 PM Monday through Friday, US Eastern Time (GMT-05:00)

All content Exhibitor loaded into the Exhibitor Portal is the responsibility of the Exhibitor and Exhibitor represents and warrants as follows and agrees that these representations and warranties shall survive termination of this Agreement and shall extend to CAA's licensees, successors, and assigns:

- Exhibitor has the right and power to post the material to the Exhibit to the extent the Exhibit features as described here in this Agreement technically allow and that Exhibitor is the sole copyright holder of all material Exhibitor includes or uses in the Exhibit or that Exhibitor has obtained all necessary permissions or licenses from any persons or organizations with regard to the material Exhibitor includes or uses in the Exhibit; and
- That the materials and the presentations Exhibitor includes in the Exhibit (1) follow CAA guidelines for acceptable content; (2) do not infringe upon any right, including privacy rights, of any other person or entity; and (3) the materials do not include content that violates CAA community standards. [See the statement under the Community Standards tab at this link.](#)
- Before submitting the Exhibit, Exhibitor will "de-identify" (make anonymous) any personal data/information in any form (written, audio, visual, video, or other) that could potentially cause an individual conference participant or bystander to be identified. Exhibitor understands that this may require eliminating, masking, blurring, pixelating, distorting, cropping, or modifying the data in other ways. Exhibitor agrees to indemnify, hold harmless, and defend CAA from and against any losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees, arising out of any third-party claim arising out of Exhibitor's breach of the representations or warranties made by Exhibitor in this Agreement.
- Exhibitor agrees unconditionally to release, and to indemnify and hold harmless, CAA, its licensees and Confex and each of its and their agents, representatives and assignees, from and against any and all liability, claims and costs, including

losses, expenses and reasonable attorney's fees and expenses, that it or they incur as a result of any breach by Exhibitor of any of the foregoing representations and warranties, including, but not limited to, liability, claims and costs arising out of any claims by third parties with regard to the inclusion of third-party works in the Exhibit.

- This agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made entirely within the state and without giving effect to any conflicts of laws principles. This agreement contains the complete agreement and understanding between CAA and the Exhibitor and supersedes all prior or contemporaneous discussions or agreements between CAA and Exhibitor regarding the Exhibit and Exhibitor's participation in the 109th CAA Annual Conference Book and Trade Fair. It may not be modified either orally or in writing by any employee of CAA. CAA and Exhibitor consent to the exercise of jurisdiction by and to venue in any state court of the State of New York in the County of New York and in the United States District Court for the Southern District of New York with respect to the adjudication of any disputes arising under this agreement.

Exhibitors who fail to adhere to these clauses may be removed from the 109th CAA Annual Conference Book and Trade Fair without any refund of fees or compensation for expenses.

Payment

A minimum 50% deposit of the Exhibit fee, payable with the Application and Contract, is required to reserve the Exhibit space. The balance is due Friday, January 15, 2021. Should an Exhibitor fail to pay the balance by such date, CAA reserves the right to consider, at its sole discretion, said failure to be a cancellation of the Contract. Late payments may be subject to additional interest charges. Failure to make full payment or to otherwise comply with the contract or these terms and conditions may be deemed by CAA to constitute cancellation of the Contract, and Exhibitor may forfeit its deposit in cancellation and refunds. All cancellations must be in writing and will become effective upon receipt by CAA. If Exhibitor cancels prior to Friday, January 15, 2021, CAA will refund Exhibitor's deposit less a \$175 cancellation fee. After that date, no refunds will be made. Any money forfeited and any cancellation fees, are acknowledged by Exhibitor to constitute liquidated damages and are not applicable to future CAA Exhibits.

If the Exhibit is canceled by CAA, or for reasons beyond CAA's control, CAA shall refund Exhibitor's fees. Exhibitor waives and shall not be entitled to any other reimbursement or compensation which might arise by reason thereof.

Virtual Exhibit Location on Virtual Conference Platform Book and Trade Fair Page
Virtual Exhibit location assignment is based on a priority point system until Friday, December 11, 2020. Reservations received after this date will be assigned location in the listing of exhibitors on a first-come, first-served basis. Exhibitors receive three points per booth plus one point for each additional booth booked for each year represented in the Book and Trade Fair from 1996 to 2020. For ads booked in the Conference Program, conference website, *Art Journal*, and *The Art Bulletin*, beginning in September 1996, exhibitors earn one point per full-page ad, a half point per half-page ad, and a quarter point per quarter-page ad. Contact Paul Skiff at pskiff@collegeart.org for further explanation of the point system. Following the priority points system, Sponsors will be listed first, then exhibitors will be assigned a position in sequence on the Virtual Conference Platform Book and Trade Fair page according to their ranking in the points system. The Book and Trade Fair page will also include an Exhibitor Index listing in alphabetical order.

Exhibit Hall Virtual Platform and Management

CAA has designated Confex as the official conference virtual platform and platform administrator.

Loading content into the Exhibit on the Confex virtual platform is the sole responsibility of the Exhibitor and may be coordinated starting on the date of October 5, 2020 and completed no later than **Friday, January 15, 2021**, in advance of the conference dates and with assistance from Confex, the virtual platform administrator.

In addition, the Exhibitor agrees to strictly comply with all applicable terms and conditions contained in the agreement between Confex and CAA regarding the exhibit platform.

Exhibitor understands that neither CAA nor the Confex maintains insurance covering the Exhibitor's liabilities and it is the sole responsibility of the Exhibitor to obtain such insurance.

All current and subsequent CAA conditions and regulations are made a part hereof as it is fully incorporated herein. CAA shall have full and exclusive power to interpret, amend, and enforce all such conditions and regulations. These terms and conditions, and the decision and interpretation of CAA shall be final and Exhibitor agrees to abide by such decision or interpretations.