



AASHE 2024 Presenting Host Institution Terms & Conditions

- All Presenting Host Institutions must abide by the Terms & Conditions below and all registrants must abide by the [AASHE Registration and Participation Policies](#).
- Presenting Host Institution packages are available only to AASHE member institutions.
- Certain benefits may not be available if the signed Agreement and payment is not received by AASHE by **September 1, 2024**.
- Registration and other benefits will not be available to Presenting Host Institutions until full payment has been received.
- Presenting Host Institutions are responsible for managing who registers using their discount code.
- An institution is considered “independent” if it reports separately to the U.S. Department of Education’s Integrated Postsecondary Education Data System (IPEDS) or the equivalent in other countries. Institutions must have a current, publicly viewable report in the IPEDS database. Independent institutions must join individually and pay separate membership dues.
- Any registrants from Presenting Host Institutions who registered and paid as individuals can switch their registration to the Presenting Host Institution’s package for a free registration and receive a refund, minus the 5% administration fee, up to **October 6, 2024**. If you intend to purchase a Presenting Host Institution package, we encourage you to inform your campus to delay registering for the conference until you have received your discount registration code.

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1. Term This Agreement will commence on the date the Presenting Host Institution signs this agreement and continues to the end of the AASHE 2024 Conference & Expo on October 29, 2024 (the “Term”).
 2. Presenting Host Institution Rights and Benefits AASHE agrees to identify and acknowledge Presenting Host Institution as a non-exclusive Presenting Host Institution of the AASHE 2024 Conference & Expo, as permitted in connection with qualified sponsorship payments under Section 513(i) of the Internal Revenue Code (the “Code”) and the Treasury regulations thereunder.
 3. Payment of Fees Payment is due 30 days from the Effective Date (date in which Application is signed and submitted) or by **September 1, 2024** (whichever is sooner). Presenting Host Institution orders will not be considered confirmed until the Fee has been paid in full and registration codes will not be provided until that time. In no event shall AASHE be obligated to refund all or a portion of the registration fee.
 4. Submission of Materials The Presenting Host Institution is responsible for timely submitting all logos, identifying information, products, or other materials they will use for the Conference, if applicable, and

any other material required to be submitted for approval by AASHE as described in the confirmation email.

5. Use of Marks AASHE and Presenting Host Institution recognize that each owns or has the right to license and sublicense certain names, acronyms, logos, copyrights, trademarks, service marks, and other identifying symbols and indicia, whether registered or not, used in connection with the Presenting Host Institution package (collectively "Marks"). It is agreed that neither party will do anything inconsistent with the other Party's ownership or interests in the Marks. Each Party further agrees that nothing herein is intended to transfer any ownership interest, in whole or in part, of any of the Marks from one Party to the other Party.
6. Termination by Institution A Presenting Host Institution may cancel their agreement if notice of cancellation is received within 10 days of AASHE receiving the signed #AASHE24 Presenting Host Institution Application. If the cancellation notice is received after 10 days of AASHE's receipt of the signed agreement or if the application is received by AASHE after **September 1, 2024**, and is subsequently canceled, the Presenting Host Institution will be liable for the entire amount paid or due. The cancellation fees described in this section are intended to represent estimated actual damages and are not intended as a penalty.
7. Limitation of Liability Neither party will be liable to the other party for any indirect, incidental, delay, special, punitive, or consequential damages, including damages for lost opportunities, lost profits from this agreement or any other transaction, or lost savings, whether arising in contract, tort or otherwise, even if such damages were foreseeable or result from a breach of this agreement. AASHE will not be liable to the Presenting Host Institution for personal injury, death, property damage, or accidents arising out of any act of omission of the Presenting Host Institution occurring at the conference. Notwithstanding anything in this agreement to the contrary, in no event will the aggregate liability of AASHE to sponsor exceed the amount of the Presenting Host Institution Fee payable to AASHE under this agreement.
8. Mutual Indemnification The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees. The provisions of this Section shall survive any termination or expiration of this Agreement.
9. Independent Contractor AASHE and Presenting Host Institution are and will remain independent contractors. This Agreement does not constitute and will not be construed as constituting a partnership, joint venture, principal/agent relationship, or employer/employee relationship between AASHE and Presenting Host Institution. Neither Party will have any right to obligate or bind the other in any manner whatsoever and nothing herein contained will give, or is intended to give, any rights of any kind to any third person. Nothing in this Agreement is meant to establish joint and several liability, fiduciary duties, or any other right or obligation associated with a partnership.
10. Force Majeure In this clause, Force Majeure means circumstances which are beyond the reasonable control of AASHE and which are reasonably likely to affect AASHE's successful delivery of the AASHE 2024 Conference & Expo or would make it inadvisable, impracticable, illegal, or impossible for a party to perform its obligations as originally contracted under this Agreement, including fire, flood, earthquake, extreme adverse weather conditions, failure of electric power, gas, water, or other utility services, technical failures and, the collapse of building structures, widespread disease or other public health emergencies (including pandemic or epidemic), strike or other industrial action, the outbreak or declaration of war, act of terrorism, revolution or government orders or action (including the declaration of a State of Emergency or Coup d'état).

If, as a result of Force Majeure, AASHE cancels the AASHE 2024 Conference & Expo, AASHE shall use reasonable commercial endeavors to reschedule the conference. If AASHE is unable to reschedule the conference, AASHE will issue to You a non-transferable, non-assignable credit note for the amount of the Presenting Host Institution Fee paid, which may be redeemed against any appropriate future AASHE event, service, or product for a period of 12 months from the date of issue.

Without prejudice to its obligations, AASHE accepts no liability and will not be liable for any compensation where the performance of its obligations under this Agreement is affected by Force Majeure except as mentioned in this clause.

11. Insurance Presenting Host Institution acknowledges that neither AASHE nor its suppliers maintain insurance covering losses of the Presenting Host Institution and that it is the sole responsibility of Presenting Host Institution to obtain insurance covering such losses.
12. Representations & Warranties Each Party covenants, warrants and represents (a) that it has the authority to enter into this Agreement and that the person executing this Agreement on behalf of his or her Party has the authority to do so: (b) that it owns all rights to the Marks necessary to license the Marks to the other Party pursuant to this Agreement, and that such license does not infringe on the rights of any third party; and (c) that it shall comply with all federal, state and municipal laws, rules, ordinances and regulations applicable to this Agreement and the performance of the Parties' obligations hereunder: (d) and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this Section shall survive any termination or expiration of this Agreement.
13. Waiver. Either Party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
14. Assignment. The Parties may not assign this Agreement or any right or obligation of this Agreement, by operation of law or otherwise, without the prior written consent of the other Party.
15. Entire Agreement; Modification. This Agreement may not be amended or modified except by mutual written agreement signed by both Parties. This Agreement and all documents incorporated by reference herein (including any #AASHE24 Presenting Host Institution Application, written amendments, addenda, riders, or attachments signed by both Parties) constitute the entire agreement between the Parties and supersede all prior agreements, oral or written, relating to Presenting Host Institutions at the AASHE 2024 Conference & Expo.
16. Severability. All provisions of this Agreement are severable. If any provision of this Agreement or any portion thereof is determined to be illegal, invalid, or unenforceable in arbitration or by a court of competent jurisdiction, then the remainder of this Agreement shall nevertheless remain in full force and effect. Furthermore, if the scope of any provision of this Agreement is determined to be too broad in any respect whatsoever to permit enforcement to its maximum extent, then such provision shall be enforced to the maximum extent permitted by law.