

## **Exhibitor Contract Terms and Conditions**

**Children under 18 are prohibited from entering the Exhibit Hall at any time during the course of this Convention, including during installation, open hours, and move out.**

The exhibitor identified in the Application Form (“**Exhibitor**”) agrees to the following terms and conditions (“**Terms**”) as an exhibitor at the American Speech-Language-Hearing Association (“**ASHA**”) Annual Convention (“**Convention**”). The Convention will take place in Exhibit Halls WB4-WD1 (“**Exhibit Hall**”) at the Orange County Convention Center, also known as the OCCC (“**Convention Center**”). The terms “**ASHA**” and “**ASHA Show Management**” refer interchangeably to the association and staff responsible for planning and implementation of the Convention. These Terms may be amended at any time by ASHA in its sole reasonable discretion, and all amendments shall be binding upon the Exhibitor upon publication. Any point not specifically covered in these rules is subject to the decision of ASHA, whose decision shall be final.

**ADA Compliance:** Exhibitor is solely responsible for ensuring that its booth and exhibits are in full compliance with the Americans with Disabilities Act (“**ADA**”), and for all costs related thereto. The representatives of each exhibiting company will be responsible for making their exhibits accessible to persons with disabilities as required by the Americans with Disabilities Act. Exhibitor will indemnify, defend and hold harmless ASHA and the Convention Center for the failure of Exhibitor and its representatives to comply with ADA requirements.

**ASHA Logos:** ASHA and the ASHA circle trademark and logo are the property of ASHA. Any use of these trademarks, marks, or logos without written authorization is strictly forbidden and a violation of state and federal law.

**Balloons:** The OCCC prohibits the use of **helium balloons** inside the exhibit hall. There are no exceptions to this rule, you may not have helium balloons in your booth space. If helium balloons are found inside the exhibit hall, the balloons will be removed and you will be responsible for any fees that may apply. **Air filled balloons** are permitted.

**Booth Space:** ASHA Show Management follows the International Association of Exhibitions and Events (IAEE) Guidelines. Exhibitor agrees to arrange its exhibit so that it will not obstruct the general view of the floor or hide other exhibits. Exhibitor will adhere to the IAEE Rules and Regulations found in the Exhibitor Service Manual. Exhibit activities must be confined within the bounds of the Exhibitor’s booth. The Exhibitor may not tape, paste, thumbtack, nail, or otherwise affix signs or posters to the walls, columns, or booth drape, or hang things from sprinkler pipes. Exhibitor may not pass out flyers in the aisles or place marketing material on tables that are not located in their contracted exhibit space. Advertisements found outside of an exhibitor’s booth will be discarded. Exhibitor and its representatives shall not congregate or solicit business in the aisles.

Each 10' x 10' **Commercial booth** includes two (2) Full Conference Registrations, four (4) Exhibit Hall Only badges, and a company identification sign. Exhibitors should refer to the Exhibit Service Manual to order booth furnishings including carpet, electrical service, and internet for their booth.

Each 10' x 10' **Non-Profit booth** includes one (1) Full Conference Registration, two (2) Exhibit Hall Only badges, one (1) 6' draped table, two (2) standard chairs, one (1) wastebasket, standard carpet, and a company identification sign. Exhibitors should refer to the Exhibit Service Manual to order additional booth furnishings, electrical service, and internet for their booth.

Each **Member Table** includes one (1) Full Conference Registration (to be used by the ASHA member), one (1) Exhibit Hall Only badge, one (1) 6' draped table, two (2) standard chairs, one (1) wastebasket, standard carpet, and a company identification sign in a shared exhibit space. **Additional booth furnishings are not permitted.** Exhibitors should refer to the Exhibit Service Manual to order electrical service, and internet for their table.

**Breach of Terms:** If the Exhibitor, its employees and/or agents breach these Terms, ASHA may terminate the Exhibitor's right to occupy space at the Convention, at which time the Exhibitor agrees to close and remove its exhibit from the Exhibit Hall as soon as possible, without disruption of the Convention. If the Exhibitor does not promptly close its exhibit in accordance with such notice, ASHA may re-enter and take possession of the space occupied by the Exhibitor at the Convention, and may remove all persons and property at the Exhibitor's risk. The Exhibitor shall pay all expenses and damages incurred by ASHA with respect to any breach of these Terms, and ASHA may retain any and all amounts paid by Exhibitor to ASHA to participate in the Convention. Sanctions for noncompliance with these Terms also include, ineligibility to exhibit at or attend any future ASHA meetings or events.

**Cancellations and Refunds:** Exhibitor's written cancellation must be received via email by end of the business day on **August 1, 2019** in order for Exhibitor to be eligible to receive a refund, less **25% of the booth fee**. If Exhibitor's cancellation is received after **August 1, 2019**, or if Exhibitor registered after **June 30, 2019** (regardless of cancellation date), it must pay the booth fee in full and will not be eligible for a refund. There are no exceptions to this policy.

**Carpet:** The Exhibit Hall is not carpeted. Exhibitor is required to provide carpet to cover the entire booth space for its booth by **Wednesday, November 20, 2019 at 4:00 p.m.** If Exhibitor has not provided carpet by such time, ASHA will force carpet, and Exhibitor will be charged. Any Exhibitor that occupies an island booth must have carpet to cover the entire booth. Aisle carpet color is blue jay.

**Certificate of Insurance:** ASHA requires that the Exhibitor maintains General Liability insurance consistent with the Exhibitor Manual and any other insurance required by the Convention Center. Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor's participation in the Convention, including but not limited to worker's compensation as required by law and, commercial general liability insurance in such amounts as are adequate, but in no event less than \$1,000,000 on an occurrence basis. Said insurance shall

name ASHA and the Convention Center as additional insured, and shall state 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 include a waiver of subrogation against ASHA. Upon request, Exhibitor must present proof or documentation of insurance to the satisfaction of ASHA or the Convention Center prior to entry and set up in the Exhibit Hall.

**Children and Minimum Age:** Children under 18 are prohibited from entering the Exhibit Hall at any time during the course of this Convention, including during installation, open hours, and move out.

**Competing or Offsite Events:** Exhibitor shall not conduct any competing event of more than 25 people during educational programming hours. Exhibitors who plan to have off-site activities must schedule their events before and after those published hours. Exhibitors may request meeting space through ASHA.

**Condition of Eligibility:** ASHA reserves the right to assess and determine eligibility of any company wishing to exhibit and/or sponsor at the Convention. ASHA may deny or revoke eligibility for cause based on a violation of any policy set forth in the Exhibitor Manual or these Terms. ASHA reserves the right to withdraw its acceptance of this contract if it determines in its sole discretion that the exhibitor is not eligible to participate, or the Exhibitor's product is not eligible to be displayed in this exhibit. Companies wishing to exhibit or sponsor must be paid in full with ASHA and its official contractors by the onset of the Convention. ASHA reserves the right to deny access to, restrict, reject, or eject any exhibit (or person), which becomes objectionable. In any such event, no refunds will be issued.

**Copyright and Licensing:** Proper license agreements and intellectual property rights for all music, displays, graphics, and any other materials used by the Exhibitor during the Convention are the sole responsibility of the Exhibitor. The Exhibitor will defend, indemnify and hold harmless ASHA and the Convention Center for all losses or claims arising from the use of music, displays, graphics, and any other materials used by the Exhibitor during the Convention.

**Default in Occupancy:** Any failure by the Exhibitor to occupy space contracted for will not relieve the Exhibitor of the obligation of paying the full rental of such space as provided in the signed application. If the rented space is not occupied by the deadline for completion of installation of displays, such space may be possessed by ASHA.

**Dispute Resolution; Governing Law and Venue:** Any controversy or claim arising out of or relating to these Terms, or breach thereof, shall first be discussed informally for an amicable settlement between the parties and should that not succeed the parties shall attempt to resolve the matter by mediation. Should mediation not resolve the matter, it shall be settled by binding arbitration in the State of Maryland in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The exclusive jurisdiction and venue for any claims relating to these Terms that are not subject to arbitration

for any reason shall be the state or superior courts of Maryland, or the federal courts located in Montgomery County Maryland, and the Exhibitor hereby submits to the personal jurisdiction of said courts. These Terms will be governed by and construed in accordance with the applicable laws of the state of Maryland, without regard to conflicts-of-laws principles. The parties hereto agree that the right to a trial by jury shall be waived regarding any and all claims related to this agreement.

**Exhibitor Appointed Contractors “EACs”:** ASHA has designated official exhibition contractors. Exhibitor may contract directly with EACs by following the application procedures outlined in the Exhibitor Manual. ASHA assumes no responsibility or liability for such EACs. Exhibitor must use qualified union personnel for material handling, installing and dismantling exhibits, and other services as required by the Convention Center’s rules and regulations provided in the Exhibitor Manual.

**Exhibitor Manual:** Exhibitor will be provided with, and must comply with, the exhibitor manual (“**Exhibitor Manual**”), which is incorporated by reference herein. The Exhibitor Manual sets forth booth guideline forms, specifications regarding booth, table size and provided items, information about move-in and move-out times and other information, and additional requirements for participation.

**Exhibitor Personnel:** Exhibitor must have staff present at its booth during all open Exhibit Hall hours. Exhibitor’s personnel shall conduct themselves in a professional manner at all times. Any exhibiting company that vacates or tears down its exhibit prior to **2:00 p.m. on November 23, 2019** or is not staffed during the Convention, will forfeit its early bird lottery/drawing privileges for the following year’s Convention, and may be charged a penalty of \$250.

**Food, Alcohol and Catering:** Centerplate at the OCCC is the exclusive provider of food, beverage, and catering services within the Convention Center. Any and all food and beverage must be ordered and distributed by Centerplate. Exhibitors wishing to distribute samples must complete a Booth Sampling Request Form provided in the Exhibitor Manual.

**Force Majeure:** ASHA may postpone or terminate the Convention or any of its obligations hereunder without penalty in the event the Convention Center becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the Convention as scheduled due to any event beyond the control of ASHA or the Convention Center. In such an event, Exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of ASHA shall be to refund to Exhibitor all payments made for exhibit space, less a proportionate share of all expenses incurred and committed by ASHA, such as, but not limited to, advertising, convention center fees, etc., to the extent any monies remain after payment of such expenses.

**Indemnification and Liability:** The Exhibitor agrees to indemnify, defend and hold harmless ASHA, the Convention Center, and the City of Orlando from all losses arising from (a) any violation of any law, regulation or ordinance by the Exhibitor, its employees or agents, (b) any failure by the Exhibitor to comply strictly with these Terms and any applicable agreement between ASHA and the Convention Center regarding the exhibition premises which has been provided to Exhibitor, (c) use of any portion of

the Convention Center by the Exhibitor, its employees, and/or agents, (d) the gross negligence, willful misconduct or fraud of the Exhibitor, its contractors, subcontractors, employees, and/or agents, and (e) personal injury or property damage caused by the Exhibitor, its employees and/or agents, except to the extent that such loss or damage is caused by the sole negligence or intentional acts of ASHA, the Convention Center, the City of Orlando: THE MAXIMUM LIABILITY OF ASHA AND THE CONVENTION CENTER FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT OF EXHIBIT SPACE RENTAL FEES PAID BY EXHIBITOR FOR THIS YEAR'S EXHIBIT. IN NO EVENT SHALL ASHA 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. ASHA MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE CONVENTION OR THE EXHIBIT SPACE PROVIDED THEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**License of Exhibitor Materials:** Exhibitor grants to ASHA and the Convention Center a fully paid, nonexclusive and worldwide license to use, store, reproduce, publish, distribute, and display Exhibitor's image, branding, marketing materials, trademarks, and other materials used or displayed at the Convention. The Exhibitor agrees to allow ASHA to use its photograph, branding, marketing materials, trademarks, and other materials used or displayed at the Convention or in ASHA-related publications.

**Location:** Every effort will be made to respect any Exhibitor's space choice when possible but ASHA reserves the right to transfer assignment when such action is deemed to be in the best interest of the total exhibition. Exhibitor agrees to abide by ASHA's decision regarding booth location and not to alter the location of its exhibit or booth without the written consent of ASHA. The Exhibitor may not sublet its space or any part thereof and may not permit non-exhibiting companies' representatives in its booth. There will be no objectionable noise or odor or other disagreeable feature attendant to any exhibit. ASHA reserves the right to restrict or relocate at the Exhibitor's expense any exhibits that become objectionable. Exhibit demonstrations must be confined within the bounds of their respective booths.

**Non-Standard Displays and Materials:** Exhibitors desiring to use non-standard booth equipment or any material conflicting in any way with the Exhibitor Manual must submit to ASHA a detailed sketch of the proposed layout and receive written variance approval from ASHA.

**Photography and Recording:** The services of an official professional photographer are used for the Convention and the Exhibitor consents to photographs being taken by such photographer, you agree to allow ASHA to use your photograph in ASHA-related publications, on ASHA websites, or in other Association materials. Exhibitor may not engage in photography, video production and/or graphic reproduction of other exhibitors' booths unless authorization is obtained from the exhibitor. Commercial use of photographs of attendees by exhibitors is prohibited unless written consent is given by the attendee. Personal photography is permitted at social functions. Audio, video and digital recordings, live

streaming or broadcasting, and photography whether for personal or commercial use, are all strictly prohibited during any Convention education session.

**Registration and Badges:** All exhibitors must be registered and wear badges during Exhibit Hall move-in, move-out and open hours. Exhibitors with a “**Full Registration**” badge must wear their badge to attend sessions. “Exhibit Hall Only” exhibitors may not attend Educational sessions or claim Continuing Education Credits. All badged exhibitors may attend the Opening General Session and the ASHA Awards Ceremony.

**Security:** Exhibitor is responsible for the protection of its personnel, booth, displays and all other materials. ASHA will provide peripheral security in the Exhibit Hall (not individual booths) during move in and move out and during the dates of the Convention. Exhibitors may make arrangements for additional security, at their own expense, if so desired, through the official Convention security company. Exhibitor acknowledges that ASHA and the Convention Center do not carry insurance coverage for Exhibitor’s property. The Convention Center, Show Management, official contractors, nor Convention Services will be held responsible for bodily injury, theft or damage to the Exhibitor’s personal property, products or exhibit. All exhibitors are expected to adhere to security measures and procedures.

**Selling Activities:** If Exhibitor engages in selling activities, it must possess a valid seller’s license, as required by the city of Orlando and collect appropriate sales tax. Look for information on selling in the Exhibitor Service Manual.

If any part of any provision of this agreement shall be invalid or unenforceable in any respect, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provisions of these Terms. 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 these Terms which do not expressly terminate pursuant to these Terms shall survive beyond the duration of these Terms and shall remain in full force and effect in perpetuity. These Terms represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. These terms may be modified only with the written consent of ASHA. 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.

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