



# ASPET 2023 Annual Meeting Exhibitor Rules and Regulations

Upon ASPET's acceptance of Company's application and payment for exhibit space at the ASPET 2023 Annual Meeting being held May 18-21, 2023 at the St. Louis Union Station hotel in St. Louis, Missouri, the following terms, conditions, and regulations will govern participation as an exhibitor and/or sponsor.

The Company agrees to abide by all rules, requirements, restrictions and regulations as set forth in this agreement or as may be designated by ASPET, the St. Louis Union Station, Parthenon Management Group, Alliance Expositions, the city of St. Louis, or state of Missouri. Failure to abide by such rules and regulations results in the forfeiture of all monies paid or due ASPET under the terms of this agreement.

## VENUE

The exhibits will be located in the Midway West and Pegram areas of the St. Louis Union Station at 1820 Market Street, St Louis, Missouri, 63103, USA.

## WHO MAY EXHIBIT

The exhibition is only for those companies' offering products, equipment and services that are related to business and education within the scientific community and which have no outstanding payments due ASPET. ASPET reserves the right to determine eligibility of any applicant as an exhibitor or sponsor, up to and including the dates of the show. ASPET reserves the right to refuse acceptance of applications from exhibitors or sponsors that are contrary to ASPET's mission, goals, or initiatives.

## ASSIGNMENT OF SPACE

Exhibit booth assignments will be made on a first-come, first-served basis upon receipt of payment and a completed exhibitor application form and at ASPET's discretion. No assignment will be made without payment. Upon assignment, you will receive a confirmation letter with your assigned number and location. ASPET reserves the right to assign the next best available space when the requested space is unavailable. Subleasing of space is not permitted.

## EXHIBIT PACKAGE

Exhibit space is 10' x 10' and includes:

- 8' high pipe & drape backwall with 3' high siderails in show colors
- Draped table with (2) chairs and (1) wastebasket
- Basic carpeting inside the booth (exhibit aisles are not carpeted)
- Standard company identification sign with booth number
- Exhibitor listing in the ASPET Meeting Program
- Exhibitor listing on ASPET website
- (2) conference registrations for every 10'X10' purchased

## ADMISSION

Exhibiting companies will receive two complimentary full conference badges per fully paid 10'x10' booth space. ASPET shall have sole control over all admission policies at all times. Any person visiting the exhibits or attending

any function of the meeting will be required to register and wear an appropriate badge while in attendance. All company personnel must be registered for the conference. Additional badges can be purchased at published rates. If an exhibitor cancels their booth space or does not show to set up and/or man their booth, they forfeit any complimentary badges regardless of whether they have received a refund for booth fees.

## CERTIFICATE OF INSURANCE

Exhibitors and their authorized decorators must have liability insurance. Each exhibitor must provide a one page "Certificate of Insurance" listing the ASPET as additionally insured from their insurance company showing coverage for the duration of the event, including move-in and move-out. The minimum requirement is liability and property damage insurance of no less than \$1,000,000 per occurrence.

## ANCILLARY EVENTS

An ancillary event is any function held during the ASPET Annual Meeting by a party other than ASPET. All ancillary events must receive prior authorization whether the organizer is requesting meeting space or holding the event off-site. No events may be scheduled during educational sessions or official ASPET events. To obtain meeting space, the organizer must be an exhibitor and/or conference sponsor/ supporter. All requests must be sent to [dkeglor@parthenonmgmt.com](mailto:dkeglor@parthenonmgmt.com).

## LIABILITY/HOLD HARMLESS

Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, and defend and hold harmless ASPET, the Facility and the Official General Contractor, and their employees and agents against all claims, losses and damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof. The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of the Exhibitor's activities on the Hotel premises and will indemnify, defend and hold harmless the hotel, its agents, servants and employees from any and all such losses, damages and claims. In addition, Exhibitor acknowledges that ASPET, the Facility and the Official General

Contractor do not maintain insurance covering Exhibitors' property and that it is the sole responsibility of the Exhibitors to obtain business interruption and property damage insurance covering such losses by Exhibitor.

Neither ASPET, the Facility nor the Official General Contractor, their members nor the representatives and/or employees thereof shall be responsible for injury, loss or damage that may occur to the exhibit or the Exhibitor's employees or property from any cause whatsoever prior to, during, or subsequent to the event.

#### **PROTECTION OF EXHIBIT SPACE**

Nothing shall be posted, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the venue without the written permission of ASPET and a representative of the property, which must be provided to ASPET.

#### **ENFORCEMENT OF RULES AND REGULATIONS**

The rules and regulations of the ASPET Annual Meeting exhibits are intended to bring order and fairness to the conference. The exhibitor agrees that the ASPET shall have the right to make such rules and regulations or changes in floor plan arrangements of booths for said exhibition as it shall deem necessary. ASPET shall have the final determination for enforcement of all rules, regulations and conditions. ASPET reserves the right without recourse to control or prohibit any exhibit or part of any exhibit that is contrary to the mission and values of ASPET. This includes the conduct of persons and the content and placement of printed matter. The ASPET leadership or representative(s) may dismiss an exhibitor from the conference for unethical conduct. It is agreed that no refund of fees shall be made upon dismissal.

#### **EXHIBITOR RESPONSIBILITY AND BADGES**

Each exhibitor must name at least one person to be representative in connection with installation, operation, tear-down and removal of the exhibit. ASPET reserves the right to have the exhibit installed or cleared at the expense of the exhibitor. Each booth includes a maximum of two (2) complimentary registrations. Exhibitors are invited to attend the sessions but must wear their badges at all conference functions. Additional representatives may register for an additional fee.

#### **ALLOWABLE CONTENTS**

No volatile or flammable fluids, substances, or materials of any nature prohibited by local ordinances, the local fire department or insurance carriers, may be used in any booth or in the exhibit area. Exhibitors must comply with all laws, rules, regulations and ordinances.

#### **PAYMENTS AND CANCELLATIONS**

Full payment is due with the application. If written notice of cancellation or space reduction is received by March 1, 2023, the booth fees will be refunded. No refunds will be allowed for cancellation or space reduction after March 1, 2023. All sales after March 1, 2023 are final. Upon receipt of notification of cancellation by the Exhibitor, the Exhibitor has no rights to the cancelled space or any of the benefits

of exhibiting, such as complimentary conference registrations, and ASPET Exhibit Management has the right to sell the space vacated to any party without obligation for refund to the Exhibitor.

ASPET may cancel this agreement without any liability to the Exhibitor and retain all monies paid by the Exhibitor in connection with the rental of booth space in the event that the exhibit fails to comply at all times with ASPET's Rules and Regulations.

If the ASPET Annual Meeting must be canceled in its entirety, ASPET may refund the appropriate booth fees to exhibitors less any expenses unrecoverable by ASPET or transfer the booth payment to a future ASPET event; no refunds will be made for travel expenses related to the conference.

#### **FORCE MAJEURE**

Should events beyond the reasonable control of ASPET or the Facility, such as acts of God, war, curtailment or interruption of transportation facilities, unavailability of facilities, threats or acts of terrorism or similar acts, disease, epidemic, State Department or other federal, state or local government agency travel advisory, civil disturbance, or any other cause beyond the parties' control, which, in the party's reasonable judgment, would tend to make it commercially unreasonable, illegal, or impossible for either party to perform its or their obligations under the Agreement as they relate to the annual meeting, such party may cancel the Exhibitor Agreement upon written or e-mail notice to the other, without liability including return of exhibition fees in whole or part at ASPET's option.

#### **SUBLETTING OF SPACE AND PROHIBITED USES**

Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them. Exhibitors cannot exhibit or permit any merchandise or advertising materials to be exhibited in their space that are not a part of their own regular products and services.

#### **EXHIBIT STANDARDS**

ASPET shall have the right to prohibit any exhibit or part of an exhibit which in its opinion is not suitable to, or in keeping with, the character or purpose of the event. The decision on acceptability rests solely with ASPET and ASPET Exhibit Management (Parthenon Management Group). Any company whose exhibit of any portion thereof is removed or dismantled will not be entitled to any refund or compensation of any kind. Questionable exhibits shall be modified at the request of ASPET immediately, whether noted before, or during, the event. ASPET reserves the right to interpret and remove from the event program materials, advertising or literature which they feel would be in "bad taste" if such materials were displayed. The decision on acceptability rests solely with ASPET.

#### **USE OF EXHIBIT SPACE / PROHIBITIONS**

A. Exhibitors shall reflect their company's highest standard of professionalism while maintaining the booth during event hours. The space must be maintained by at least

one company representative at all times during the exhibit hall hours. Dismantling your booth prior to the show closing time is not permitted.

B. All demonstrations, exhibits, and company materials must be confined to the contracted space. Visitors to the booth must be contained within the perimeters of same. No overflow into the aisles will be permitted. Space is leased under the Exhibitor's pledge that an exhibit shall be relevant to the industry and of interest or educational value to the trade. The use of strolling entertainment is prohibited. Distribution of samples/souvenirs is permitted only from the contracted exhibit space.

C. Exhibitors are prohibited from using blinking or flashing lights. Amplifying equipment may be used only if it is not distracting to the atmosphere of neighboring exhibits. The decision on what is distracting rests solely with ASPET.

D. Lighter-than-air-filled (e.g. helium) items, including balloons, are not permitted. Any venue fees related to the Exhibitors violation of this, will be borne by the Exhibitor.

E. No live animals, reptiles, birds, fish or insects may be used as part of any exhibit.

F. Exhibitors are prohibited from soliciting business outside of their booth space. This includes hanging signs/flyer outside their booth, leaving company materials, business cards, or gifts in places outside the booth, approaching poster presenters, speakers, or other attendees or exhibitors to solicit business outside of the company's booth.

Failure to comply with the above restrictions will grant ASPET the right to remove the company from the exhibit area without recourse for any reason, including but not limited to loss of sales, damages or disparagement.

### **BOOTH CONSTRUCTION**

Exhibits shall be arranged so as to avoid obstructing the general view of the other exhibits in the exhibition area. Exhibits must be self-contained within the booth area assigned, and chairs, furniture, or exhibit materials are NOT to be placed outside the booth area. Demonstrations are permitted only within the confines of the individual exhibitor's booth. No interference with normal traffic flow and infringement of neighboring exhibits will be permitted. Exhibits shall be fully assembled, and boxes marked for storage 2 hours prior to hall opening event. Violations of this provision may result in additional costs to the exhibitor. Maximum height of booth permitted is eight feet. The full height of the back walls may extend from the back of the booth to three feet forward. Maximum height for the front seven feet of the exhibit booth shall not be higher than three feet. Display material exposing an unfinished surface to neighboring booths is strictly prohibited. Nothing shall be posted, tacked, screwed, or otherwise attached to columns, walls, floors, or other parts of the facility or furniture. Any changes required to protect the facility in the opinion of ASPET will be at the expense of the Exhibitor. All materials used in the construction of the booth and all

decorative materials (drapery, table coverings, banners, foam board, signs, set pieces, etc.) within exhibitor booths and those used for special events must be non-combustible or made flame retardant. Utilizing cardboard boxes as parts of exhibits or displays is not permissible. Foam plastic elements greater than ¼-inch thickness shall not be permitted. Fire resistant foam board signage, not greater than ½-inch thickness, is acceptable in exhibit booths. Aisles and exits as designated on approved show plans shall be kept clean, clear and free of obstructions. Easels, signs, etc. shall not be placed beyond the booth area into aisles. Exhibitors must keep their booths and displays within the designated perimeters. Any violators will be made to move their exhibits.

### **ASPET LOGO**

ASPET's logo, meeting logo, name, and/or meeting name may not be used without written approval from ASPET.

### **ADS, LITERATURE, DOOR DROPS**

Canvassing or distributing advertising matter outside the exhibitor's own booth is not permitted. All business must be conducted from the confines of the exhibit space rented, exhibitors are not permitted to conduct or solicit business in the aisles or in session rooms/areas. Solicitations of business - and/or conferences in the interest of business - except by exhibiting firms, are prohibited. All Exhibitor literature must be distributed from within the booth space assigned. Only literature published or pre-approved by the ASPET may be distributed in the registration area, meeting rooms, hotels and/ or in other areas used by the convention attendees. Hotel "door drops" are not permitted without appropriate sponsorship through ASPET.

### **COPYRIGHTED WORKS**

Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc., which may be required for it to broadcast, perform, or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend and hold harmless ASPET, Parthenon Management Group, its directors, officers, employees and agents, and each of them, from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision. The terms of this provision shall survive the termination or expiration of this Agreement.

### **PHOTOGRAPHS/VIDEOTAPING**

ASPET reserves the right to record video and take photographs for promotional and educational purposes.

### **SECURITY**

Security guards will not be furnished. ASPET recommends you remove any valuable items from your booth when it is not occupied. Neither ASPET, the Facility, nor the General Service Contractor are responsible for missing, stolen or damaged items left in unattended booths.

### **AMERICANS WITH DISABILITIES ACT**

The representatives of each exhibiting company are responsible for making their exhibit accessible to persons

with disabilities as required by the Americans with Disabilities Act (ADA) (Public Law 101-336). It is understood that ASPET is held harmless by the exhibiting company for the failure of its representatives to comply with the requirements as stated in the ADA.

## **VIOLATIONS**

Each Exhibitor, company agents and employees agree to abide by the conditions/rules and regulations set forth herein, or any subsequent amendments or interpretations. Violation of any of these regulations on the part of the Exhibitor, company employees or agents shall annul the right to occupy space, and such exhibitor will forfeit to ASPET all monies that may have been paid. Upon evidence of violations, ASPET may reenter and take possession of the space occupied by the Exhibitor and

may remove all personal items at the Exhibitor's risk. The Exhibitor shall pay all expenses and damages that the ASPET may incur thereby as a result. In addition, the ASPET may refuse to permit the Exhibitor to participate in future years.

## **AMENDMENTS**

ASPET shall have sole authority to interpret and enforce all rules and regulations contained herein, to make any amendments or changes thereto and to make such further rules and regulations as shall be deemed necessary in order for the ASPET Annual Meeting to operate smoothly. Exhibitors will be advised of any such changes.

## **JURISDICTION RULES FROM GENERAL SERVICE CONTRACTOR**

The ASPET designated General Service Contractor is Alliance Nationwide Exposition. They are the exclusive on-site service contractor. Their jurisdiction is as follows:

**Union Labor** - Exhibitor personnel may set up their own exhibits. Union labor is available to assist in the installation and dismantling of exhibit booths. Exhibit labor, freight and rigging labor, electricians and plumbers can be arranged for an established rate, using the enclosed forms.

**Freight Handling Jurisdiction** - Alliance has the responsibility of receiving and handling all exhibit material and empty crates. It is their responsibility to manage docks and schedule vehicles for the smooth and efficient move-in and moveout of the exhibition. Alliance will not be responsible, however, for any materials they do not handle. Exhibitors are permitted to hand carry their booth materials through the front door of the exhibit hall. The use of wheeled carts or dollies is prohibited.

**Exhibit Cleaning Jurisdiction** - Exhibitors are allowed to maintain their own exhibit space but they are restricted to the use of company personnel. All other cleaning of exhibit spaces is the exclusive responsibility of Alliance.

**Sign Hanging Jurisdiction** - Facility regulations and contractor liability require that Alliance hang all exhibit signs and banners in facilities where there is not an exclusive rigger. Note: All sign hanging also requires ASPET's advance written approval.

**Booth Cleaning & Porter Service** - Alliance Nationwide Exposition has been selected by Show Management to serve as your official contractor for this show. In that respect, Alliance has jurisdiction over all booth cleaning and porter service.

**Exhibitors and/or Exhibitor Appointed Contractors (EACs)** are NOT PERMITTED to have vacuum cleaners or any floor cleaning equipment on the show floor unless it is the property of Alliance and is operated by an Alliance

appointed person or employee. A Booth Cleaning & Porter Service order form will be included in the service manual.

**Gratuities** - Tipping of Alliance personnel is expressly prohibited. This includes such practices as giving money, merchandise, or other special considerations for service rendered. Do not give coffee breaks other than mid-morning and mid-afternoon, when the union has a 15-minute paid break. Meal breaks are one hour. Any attempt to solicit a gratuity by an employee for any service should be reported immediately to the Exhibit Manager and to Alliance.

**In General** - Craftsmen at all levels will be instructed to refrain from expressing any grievances or directly challenging the practices of any exhibitor. All questions originated by labor are to be expressed only to Alliance or 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 to Alliance.