

## Exhibition Terms & Conditions

These terms and conditions are the contractual agreement between the Organizer and the Exhibiting Firm (hereinafter referred to as 'Exhibitor').

**PURPOSE:** The 2024 American Society for Biomechanics Meeting (hereinafter referred to as 'Event') is conducted by ASB through its Secretariat De Armond Management Ltd (hereinafter referred to as 'Organizer'). The purpose of the congress is to bring together biomechanical researchers and clinicians from across United States of America for discussion and exchange of the most innovative knowledge, insights, issues, and ideas.

**APPLICATION TO PARTICIPATE:** Application to participate will be considered only upon submission of the completed online Exhibitor Application Form to the Organizer.

**ELIGIBILITY:** The Organizer, in its sole discretion, determines whether a prospective Exhibitor is eligible to participate in the Event. The Organizer reserves the right to reject an application for exhibit space including, without limitation, those submitted by applicants whose product or service would not be in the best interest of the Organizer or the Event.

**ATTENDANCE & BOOTH REPRESENTATIVES:** The Event is not open to the public. Exhibitor name badges are to be worn by exhibitors at all times. Exhibitors without name badges may be asked to leave at the discretion of the Organizer. Booths must be staffed during the stated exhibit hall hours by qualified employees of the Exhibitor.

**PAYMENT:** Payment is due in full upon submission of the online application form. Forms submitted without payment will not be considered complete and will not be processed.

**CANCELLATION BY EXHIBITOR:** All notices of cancellation must be received in writing by June 3, 2024. There will be an administration charge of 25% of the exhibit fee for all cancellations. If written notice is received by June 3, 2023, the Organizer will refund 75% of the total fee. No refunds will be issued for cancellation notices received after June 3, 2023.

**CANCELLATION BY ORGANIZER:** If Exhibitor fails to make a payment required by this contract in a timely manner, the Organizer may terminate this contract (and the Exhibitor's participation in the event) without further notice and without obligation to refund any monies previously paid. The Organizer reserves the right to refuse the Exhibitor permission to move in and set up an exhibit if the Exhibitor is in arrears of any payment due to the Organizer. The Organizer may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with the Organizer, without any obligation on the Organizer's part to refund any payments previously made and without releasing any Exhibitor from any liability arising as result of or in connection with such breach. If the Organizer removes or restricts an exhibit it considers to be objectionable or inappropriate, no refund will be due to the Exhibitor.

**CANCELLATION OF THE EVENT:** In the event that the premises where the Event is to be held shall, in the sole opinion of the Organizer, become unfit or unavailable for occupancy, or shall be substantially interfered with, by reason of picketing, strike, embargo, injunction, act of war, act of God, fire or provincial or federal government agency or by reason of any other occurrence beyond the control of the Organizer, the Organizer may cancel or terminate the exhibition. In the event of such cancellation or termination, the Exhibitor waives any and all claims the Exhibitor may have against the Organizer for damages, expenses, and agrees to accept in complete settlement and discharge of all claims against the Organizer the Exhibitor's pro-rated share of the total amount paid by all Exhibitors less all costs and expenses incurred by the Organizer

in connection the Event including a reserve for future claims and expenses in connection therewith.

**SUBLETTING OR TRANSFERABILITY:** Exhibitor may NOT assign, sublet or apportion to any other entity or individual all or any part of the exhibit space allocated and may not advertise or display goods or service other than those produced or sold by said exhibitor in the regular course of business. No person, firm, or organization not having contracted with the Organizer for the occupancy of space at the exhibit will be permitted to display or demonstrate their products, processes, or services, nor may this agreement be transferred or assigned without written consent of the Organizer.

**ASSIGNMENT OF SPACE:** Exhibit space shall be assigned by the Organizer in its sole discretion for the Event and for the Event dates only. That assignment does not imply that similar space will be assigned for future Events. The Organizer reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

**NO SHOW POLICY:** If the Exhibitor is delayed in arrival or set-up, the Exhibitor must notify the Event Coordinator at the Event facility. Non-notification may result in resale of space, and no refunds will be made.

**FLOOR PLAN:** All measurements shown on the floor plan have been drawn up as accurately as possible, but the Organizer reserves the right to make such modifications as may be needed, making equitable adjustments with the exhibitors affected thereby.

**DISPLAY RULES AND REGULATIONS:** For all booth types, the exhibit booth is considered to be contained in the space as contracted to the maximum heights stated. No display material exposing an unfinished surface to nearby booths will be permitted. Displays must be contained within the assigned booth spaces in such a way that they do not interfere with other exhibitors' displays. Canvassing or distributing advertising material outside of the assigned booth space is not permitted and is grounds for removal from the exhibit hall, and the company may be excluded from future events hosted by the Organizer.

The Organizer reserves the right to restrict, prohibit or remove any exhibit or display items which, in the sole opinion of the Organizer, may detract from the general character of the exhibition or be considered objectionable to the Organizer or supporting organizations, facilities and stakeholders. In the event of such restriction or removal, the Organizer will have no liability therefore, nor will it refund any amount paid hereunder.

**CARE OF SPACE & FACILITY:** The Exhibitor shall promptly pay for any and all damages to the Exhibit facility or associated facilities, booth equipment or the property of others caused by the Exhibitor.

The Exhibitor shall take good care of their exhibit space, not deface or mark said premises, and will keep and maintain the aforesaid premises in good order at all times. Decorations may not be taped, nailed, tacked or otherwise fastened to the painted surfaces, columns, fabrics, or walls unless otherwise approved by the Organizer or show service provider.

**CONTRACTOR SHOW SERVICES:** Complete information instructions and schedules or prices regarding available services for labour for erecting and dismantling exhibitor displays or for installing electrical, furniture, booth cleaning, audio-visual, internet, telephone services, etc. is included in the Exhibitor Manual.



**EXHIBITOR MANUAL:** Prior to the Event, the Organizer will send an Exhibitor Manual to the 'Primary Contact' noted in the online Exhibitor Application Form, likely via email. The Exhibitor Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibit display rules, and move-in, move-out schedules.

**COMPLIANCE:** The Exhibitor assumes all responsibility for compliance with, and agrees to comply with all applicable local laws, including fire safety and health laws, and all applicable rules and regulations for all union and labour organizations and the operators and/or owners of the property in which the Event is held. Cloth decorations must be flameproof, and wiring must comply with the fire department and insurance underwriters' rules.

**INSURANCE:** The Exhibitor acknowledges that the Organizer and the facility do not maintain insurance covering the Exhibitors' property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor. It is mandatory for exhibitors to carry special insurance to cover exhibit material against damage and loss, and public liability insurance against injury to the person and property of others.

**LIMITATION OF LIABILITY:** The Organizer is not responsible for any loss, theft or damage to the property of the Exhibitor, their employees, or representatives. Further, the Organizer will not be liable for damage or injury to persons or property from any cause whatsoever by reason of the use or occupancy of the booth space or the participation in the Event by the Exhibitor. The Exhibitor assumes entire responsibility for and hereby agrees to protect, indemnify, defend and save the Organizer and their employees and agents, harmless against all claims, losses and damages to persons property, governmental charges or fines and attorneys' fees arising out of or caused by the Exhibitor or exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the Organizer, their employees or agents.

**EXHIBITOR LOSS:** The Organizer shall not be in any way liable or responsible for the loss or disappearance, by theft or otherwise, of any object, items, goods or materials whether personal or commercial property, from Exhibitor's booth space or from the exhibit hall; except for such loss or disappearance is due to intentional and tortuous theft committed by the employees of the Organizer. The Organizers may provide certain security services as a convenience to exhibitors, however, neither the providing of or failure to provide such

services, nor the failure of security guards to prevent the theft or loss of property, shall be grounds for holding the Organizer or the facility liable for any related loss, damage, or claim. Responsibility for the security of an exhibitor's area, product, and property rests soles with the Exhibitor.

**LISTINGS AND PROMOTIONAL MATERIALS:** By exhibiting at the Event, the Exhibitor grants to the Organizer a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names, product names of the Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Event and to use such names in Event promotional materials. The Organizer shall not be liable for any error in any listing or descriptions or for omitting the Exhibitor or any other exhibitor from any directory or other lists or materials. The Organizer may also take photographs of the Exhibitor's booth space, exhibit, guests, and personnel during, before or after the opening hours of the Event and use those photographs for any promotional purpose.

**TRADESHOW SET-UP AND SHOW HOURS:** This information is provided in the Exhibitor Manual.

**AMENDMENT TO CONTRACT REGULATIONS:** Any and all points not covered specifically are subject to the discretion of the Organizer. The Organizer may, in its sole discretion, make reasonable changes, amendments or additions to Exhibit Terms & Conditions. Any such changes shall be binding on Exhibitor equally with the other regulations contained herein.

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by the Organizer in its sole discretion. The Organizer may adopt rules or regulations from time-to- time governing such matters and may amend or revoke them at any time, upon notice to the Exhibitor. Any rules and regulations (whether or not included in an Exhibitor Manual or similar document) are an integral component of this contract and are incorporated herein by reference. The Exhibitor shall observe and abide by additional regulations made by the Organizer as soon as these additional rules or regulations are communicated to the Exhibitor. This contract (including the Exhibitor Manual and any additional rules or regulations adopted by the Organizer) states the entire agreement of the parties with respect to the subject matter hereof.

**ATTENDEE CODE OF CONDUCT:** By completing the online Exhibit Application Form and agreeing to these terms by reference, the Exhibitor agrees to abide by the attendee code of conduct as outlined on the Organizer website.

**AGREEMENT:** By completing the online Exhibit Application Form and incorporating these terms by reference, the Exhibitor agrees to abide by these rules and regulations, and those of the facility and by the decision of the Organizer. This agreement will become binding on both the Exhibitor and the Organizer upon its acceptance by the Organizer.