

2018 ASCB | EMBO Meeting

Exhibitor Rules and Regulations

1. Purpose

The objective of 2018 ASCB | EMBO Meeting is to further the American Society for Cell Biology's (Society's) objectives by providing a forum through exhibits and technical panels. Exhibitors are limited to firms, organizations and agencies whose exhibits are in harmony with the purpose of this Exposition. Active selling or order taking is NOT permitted.

2. Location of Exhibits

The Exposition will be held at the San Diego Convention Center in San Diego, California. The meeting dates are December 8-12, 2018. The Learning Center/Exhibits will be open December 9-11, 2018

3. Subleasing

Exhibitor may not sublet his exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from his booth. Rulings of ASCB shall, in all instances, be final regarding use of exhibit space.

4. Occupancy Default

Any exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be taken by ASCB and re-allocated or reassigned for such purposes or use ASCB may see fit.

5. Eligibility

The purpose of the exhibit program is to further the education of scientists working in the field of cell biology. Exhibits must be of an educational character. They must emphasize instruments, products, or services for use in teaching or research, books or other publications in scientific fields of relevance to attendees, or directly convey scientific research findings in areas of science represented by members of the ASCB.

The character of the exhibits is subject to approval by the Society. ASCB reserves the right, even after a contract is received, to refuse contracts not meeting standards required or expected, as well as the right to curtail or to close exhibits or parts of exhibits that reflect unfavorably on the character of the meeting. This applies to displays, literature, advertising, novelties, souvenirs, conduct of persons, etc.

ASCB has the sole right to determine the eligibility of any company or product for inclusion in the Exposition.

6. Contract for Space

Exhibitors agree to accept and comply with the policies, rules, and regulations contained in the Exhibitor Rules and Regulations and on the Society's website, and all policies, rules, and regulations adopted after publication of the Exhibitor Rules and Regulations. The acceptance of a contract by the Society and the payment for rental charges constitute a contract.

7. Cancellation or Change of Exposition

In the event that the premises in which the Exposition is conducted should become unfit for occupancy or substantially interfered with due to any cause or causes not reasonably within the control of ASCB or its agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of ASCB. ASCB shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of ASCB. Causes for such action beyond the control of ASCB shall include, but are not limited to: fire, casualty, flood, epidemic,

earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the San Diego Convention Center municipal, state or federal laws, or act of God. Should ASCB terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. Refunds of "Paid Exhibit Space Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of ASCB and in any case, will not exceed the amount of each exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by ASCB through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

8. Payments, Cancellations, and Refunds

Notification of an exhibitor's decision to cancel or reduce exhibit space must be submitted in writing to:

ASCB Exposition Management
c/o SPARGO, Inc.
11208 Waples Mill Road, Suite 112
Fairfax, VA 22030
ascbexhibits@spargo.com

The date the written notice is received is considered the official cancellation date. It is the responsibility of the exhibitor to confirm that the cancellation has been received by the ASCB Exposition Management.

All exhibit space, support opportunities, advertising and marketing opportunities, exhibitor directory listings, Tech Talks, and mailing list rentals must be paid in full prior to move-in. Exhibitors with outstanding balances will not be permitted to access to the exhibit halls, or freight docks or begin the installation of their exhibits. Badges will also be withheld until full payment has been received.

Payment Policy:

- 50 percent deposit payment due:
 - February 2, 2018 for applications submitted prior to February 2, 2018
 - With application when submitted between February 2, 2018 and August 9, 2018
- 100 percent payment due August 10, 2018

ASCB requires payment in full no later than August 10, 2018. Failure to make payments does not release the contracted or financial obligation of Exhibitor.

Cancellation Penalties:

- Any cancellations received in writing through February 2, 2018, will not incur a cancellation penalty and the exhibitor will be issued a 100 percent refund of any monies received by ASCB for said cancellation.
- Any cancellations received in writing February 3, 2018, through August 9, 2018, will incur a 50 percent cancellation penalty.
- Any cancellations received in writing after August 9, 2018, will incur a 100 percent cancellation penalty and the exhibitor will be issued no refund of any monies received by ASCB for said cancellation.

In addition to the above cancellation penalties, should you cancel within 60 days prior to the first move-in day you may be assessed fees incurred by ASCB to cover the booth area and convert it to a lounge area. Cancellation of exhibit space includes cancellation of registration allotted with exhibit space. Note that any

exhibiting company that cancels exhibit space before it has made full payment is liable for full payment of the original cost of the total exhibit space less any applicable refunds as explained herein.

Reduction of island space dimensions after assignments have been confirmed may result in relocation of the exhibit booth. The exhibitor is responsible for canceling any accommodation bookings.

9. Limitation of Liability

Exhibitor agrees to make no claim for any reason whatsoever against ASCB its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Exposition as scheduled; nor for any action or omission of ASCB. The exhibitor is solely responsible for his own exhibition material and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within the confines of the exhibit hall. ASCB and the European Molecular Biology Society (EMBO) shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property.

10. Exhibitor Insurance

The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name the American Society for Cell Biology, European Molecular Biology Society, SPARGO, Inc., San Diego Convention Center and Freeman as an additional insured. During the term hereof, the exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to SPARGO, Inc. (ASCB Exposition Management) or its agent or representative as soon as practical but in no event more than three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

11. Union Labor

Exhibitor shall employ only union labor, as made available by official contractors in the setting up and dismantling of the exhibits and in the operations when required by union agreements. Exhibitors planning to build special displays should employ union display companies in their fabrication, carpentry and electrical work.

12. Exhibitor Appointed Contractors

Exhibitors planning to use ANY contractors other than the official contractors for any services within the exhibit areas must complete and submit an Exhibitor-Appointed Contractor Form for each exhibitor-appointed contractor (EAC) firm/organization. The exhibiting firm appointing the EAC is totally responsible for the behavior and adherence to all ASCB rules and regulations by all employees/representatives of the EAC. EAC employees/representatives who violate any of the ASCB rules and regulations, or exhibit any unacceptable behavior as determined by ASCB or any authorized representative of ASCB, are subject to immediate revocation of ASCB badges and/or admittance wristbands and immediate eviction from the facility and exhibit areas.

If an exhibitor is utilizing an EAC, it is the exhibitor's responsibility to submit the Exhibitor-Appointed Contractor Form and valid certificate of liability Insurance through the online [ASCB Exhibitor Resource Center](#) for approval by Friday, October 26, 2018, that includes:

- Commercial general liability coverage, product liability coverage, and broad property damage endorsement with combined and single limits of liability of not less than \$1 million per occurrence
- The certificate must also include coverage for workers' compensation and employers' liability within commercially reasonable limits as otherwise required by the laws of the state of California.
- The certificate of liability insurance must name American Society for Cell Biology, European Molecular Biology Society, SPARGO, Inc., San Diego Convention Center and Freeman as additional insured.
- Certificates of liability insurance for EACs must indicate the name of the exhibiting company/organization and booth # that they are representing in the description area of the certificate of insurance. If said information is not included, the certificate of liability insurance will not be accepted by ASCB.

Please contact Sharon Wong-Stewart ASCB Exposition Operations Management, at 571-279-0028 or sharon.wong-stewart@spargoinc.com with any questions.

13. Dispute Resolution

Any controversy or claim arising out of or relating to this contract, 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 that not resolve the matter, it shall be settled by 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.

14. Installing, Exhibiting, Dismantling

Hours and dates for installing, exhibiting, and dismantling shall be those specified by ASCB Exposition Management. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exposition before the specified conclusion of the dismantling period set by ASCB Exposition Management.

15. Damage to Property

Exhibitor is liable for any damage caused by exhibitor, exhibitor's agents, employees or representatives to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment.

16. Floor Loading

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

17. Children Admittance Regulations

For safety and liability reasons, children under the age of 18 and/ or guests will not be permitted in the Learning Center/Exhibit Hall until the official opening at 5:30 pm, Saturday, December 8 and after 4:00 pm on Tuesday, December 11.

18. Food and Beverage

Beer, wine, and light snacks are permitted at your exhibit booth if ordered through the Convention Center's official caterer, Centerplate. Island booths may provide services such as espresso or coffee machines, provided there is space to accommodate any lines or crowds.

All food and beverage must be approved by ASCB Exposition Management and must be ordered through the exclusive caterer for the San Diego Convention Center, Centerplate. Exhibitor Catering menus will be included in the Exhibitor Service Manual, available online in early September.

19. Flammable Materials

No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations may be used in any booth.

20. Giveaways

Giveaways will be limited to those items relevant to the professional interests of the registrants. Exhibitors may conduct contests, lotteries, and raffles onsite. The winner must be announced after the meeting has concluded to avoid congestion in the aisle.

Requests for approval of giveaways, except for literature, must be submitted to ASCB Exposition Management, through the online [ASCB Exhibitor Resource Center](#) for approval by Friday, October 26, 2018. Please contact Sharon Wong-Stewart ASCB Exposition Operations Management, at 571-279-0028 or sharon.wong-stewart@spargoinc.com with any questions.

Distribution of candy is limited to individually wrapped items. For additional guidelines on food and beverage in the ASCB Learning Center (Exhibit Hall), please see "Food and Beverage" above.

21. Lotteries or Contests

The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational past time is permitted only on written approval from ASCB Exposition Management. Please contact Sharon Wong-Stewart ASCB Exposition Operations Management, at 571-279-0028 or sharon.wong-stewart@spargoinc.com with any questions.

22. Sound Restrictions

Noisy or obstructive work will not be permitted during open hours of the Exposition, nor will noisily operating displays, nor exhibits producing objectionable odors. ASCB Exposition Management shall have sole discretion in determining what is noisy, obstructive or objectionable.

Sound must be at a level that does not disturb neighboring exhibits (85 decibels when measured by ASCB Exposition Management from any adjacent aisle) and presentations must be done in a manner that does not encourage congregation of attendees in aisles. Request to use an open audio system must be approved by ASCB Exposition Management in advance of the meeting. Please contact Sharon Wong-Stewart ASCB Exposition Operations Management, at 571-279-0028 or sharon.wong-stewart@spargoinc.com with any questions.

23. Music

Any exhibitor using music must ensure that licensing fees have been paid to the appropriate agency, i.e., ASCAP or BMI. ASCB is not responsible for any licensing fees for music played in exhibitor's booth.

24. Obstruction of Aisles or Booths

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's booth shall be suspended for any periods specified by ASCB Exposition Management.

25. Attendance

Admission policies shall remain, always, the prerogative of ASCB, and may be revised or amended to suit unforeseen conditions.

26. Booth Personnel

Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. Booth personnel shall wear "exhibitor" badge identification furnished by ASCB always while they are in the exhibit area. All other employees and representatives of the exhibiting companies must register as Attendees. ASCB reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

27. Exhibit Space Package

- Each 10' x 10' booth will be set with 8' high GRAY back drape, 3' high WHITE side dividers.
- Identification sign (7" x 44") with company name and booth number for inline booths 300 sq. ft. or less
- Company name, telephone, website, exhibit description up to 50 words, and product categories (up to 5 for the basic listing) printed in the *Meeting Program* and on the meeting website. This information must be provided before the deadline to be included in the print materials if confirmed by October 5, 2018).
- Two complimentary scientific meeting registrations per 100 sq. ft. of contracted exhibit space
- Six complimentary exhibitor badges per 100 sq. ft. of contracted exhibit space
- Six Guest badges per 100 sq. ft. of contracted exhibit space
- Exclusive opportunity to host workshops within your booth. Your booth must be of sufficient size and exhibitor must manage noise so as not to impact other exhibits.
- Exhibit Floor perimeter security when exhibits are closed

28. Booth Configurations

- Inline Booths

Inline booths (10' x 10') may use a height of 8', providing it does not interfere with any other view. Inline booths, including signage, may not project above the 8' backdrop. Linear booths will include an 8' high backdrop and 36" high curtain sidewalls. All display fixtures over 4' in height and placed within 10 linear feet of adjoining exhibits must be confined to that area of the exhibitor's space which is within 5' of the backline. No peninsula or "end-cap" booths are allowed.

The reverse side of any wing panel extending from the back wall of the display must be draped to avoid raw exposure to a neighboring booth. If the exhibitor does not comply, ASCB Exposition Management will have the general services contractor drape the area at the exhibitor's expense. Corner booths will not have the outside 3-foot side rail installed.

Absolutely no storage of any kind will be permitted behind an exhibitor's booth. If the exhibitor does not comply, ASCB will have the items stored in the area or removed at the exhibitor's expense.

- Island Booths

An island booth is typically a 400-square-foot (20'x20') or larger exhibit space exposed to the aisles on all four sides.

Island booths must be constructed to allow access from all sides. Island booths should have open sight lines around and through the design (including hanging signs/structures), so that the surrounding area can be viewed through the booth and neighboring booths are not inappropriately obstructed. The top of the booth's sign must not extend more than 22 feet from the exhibit hall floor and cannot block visibility of ASCB signs. Variances will not be granted. Please note: Multi-level exhibits are not permitted.

Exhibitors who wish to construct an island booth that will be 400 square feet or larger are required to submit a digital drawing, rendering, or architectural plans to ASCB Exposition Management, through the online [ASCB Exhibitor Resource Center](#) for approval by Friday, October 26, 2018. Any

changes that occur after initial submission must be resubmitted to ASCB Exposition Management for approval prior to the meeting. Should booth construction at the show deviate from the actual submitted and approved floor plans, ASCB Exposition Management reserves the right to ask the exhibitor to make modifications at the exhibitor's expense. Please contact Sharon Wong-Stewart ASCB Exposition Operations Management, at 571-279-0028 or sharon.wong-stewart@spargoinc.com with any questions.

29. Electrical Safety

All wiring on booths or display fixtures must meet underwriters' rules and standard fire department inspection. This applies to booth construction only and not to pre-wired radio and electronic equipment.

30. Porter Service

To maintain a clean and organized exhibit hall, exhibitors who will be distributing giveaways and providing food and beverage/hospitality in their booth must order porter service through the San Diego Convention Center. Porter service is exclusive to the San Diego Convention Center and includes monitoring the exhibit booth to empty wastebaskets and collect empty boxes during show hours. Standard wastebasket emptying does not include removal of empty boxes. Empty boxes may not be placed in the exhibit hall aisles, behind or adjacent to columns, or in trashcans in the exhibit hall during show hours. If an exhibitor does not properly handle empty boxes, San Diego Convention Center will remove the boxes at the exhibitor's expense.

31. Use of Space

Displays and demonstrations are limited to the confines of an exhibitor's own booth, as is the distribution of literature or other items.

32. Display

ASCB shall have full authority for approval or arrangement and appearance of items displayed. ASCB may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to ASCB for the costs that may evolve upon exhibitor thereby. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished at twelve noon of the day before the scheduled opening of the show, ASCB shall authorize the official decorator to affect the necessary finish and the exhibitor must pay all charges involved thereby.

33. Carpet/Approved Floor Covering

To improve the appearance of the exhibit hall, carpet is required in all booth spaces and is to be provided at the exhibitor's expense. ASCB Exposition Management will have carpet installed, at the exhibitor's expense, in exhibit spaces that do not have carpet installed by 3:00 pm on Saturday, December 8.

34. Convention Center Rules and Regulations

Exhibitor compliance with [San Diego Convention Center Rules and Regulations](#) is mandatory.

Exhibitor agrees that all current and subsequent ASCB conditions and regulations and the conditions and regulations of the San Diego Convention Center, and any other facilities used for the 2018 ASCB | EMBO Meeting are made a part of this Agreement and are incorporated by any reference. The ASCB and, in its discretion, its designees shall have the full and exclusive power in matters of interpretation, amendment, and enforcement of all such conditions and regulations, and any amendments when made and brought to the notice of said exhibitor will be as though duly incorporated herein and subject to the terms and conditions of this Agreement. If a dispute or disagreement arises between the parties concerning the allotment of or permitted use of exhibition space or concerning interpretation of any of the conditions or regulations, the decision and interpretation of ASCB is final. The exhibitor agrees to abide by the interpretation that, if requested, shall be in writing.

If ASCB is forced to close an exhibitor's booth or take other remedial action to address a violation of ASCB rules and regulations, the exhibitor will not receive a refund or other compensation from ASCB.

35. Exhibitor Representative's Responsibility

Neither the meeting/exhibition sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to exhibitor or to exhibitor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the meeting or exposition event. By signing this Agreement, exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless the meeting/exhibition sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of exhibitor, exhibitor's agents, employees or representatives.

36. Waiver of Rights

Any rights of ASCB under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of ASCB.

37. Relocation and Floor Plan Revisions

ASCB and ASCB Exposition Management retain the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

38. Americans with Disabilities Act

Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 regarding their exhibit space, including, but not limited to wheelchair access. Further information regarding ADA compliance is available via phone at 800-514-0301 or at www.usdoj.gov/crt/ada/infoline.htm.

39. Amendment and Addition Rules

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of ASCB. ASCB may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations.

40. Agreement to Rules

Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitor Service Manual, and by any amendments and additional rules that may be put into effect by ASCB.

Violation of any of these regulations on the part of the exhibitor, his/her/its employees or agents, shall annul the right to occupy the contracted booth space and such exhibit will forfeit to ASCB all monies, which may have been paid. ASCB will neither refund the booth fee(s) paid nor pay for exhibitor losses of any kind.

In the event of a violation, ASCB Exposition Management may shut down and take possession of the space occupied by the exhibitor, and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages, which ASCB may incur in the process. ASCB reserves the right to remove any exhibit or exclude from future exhibition participation if, in ASCB's opinion, the exhibitor disregards or refuses to observe ASCB policies or instructions.