

Exhibitor Space Application and Contract

ASNT Annual Conference 2019
Westgate Resort & Casino, Las Vegas, Nevada USA
Show Dates: November 18-20, 2019

Fax form to 614/274-6899 or
Mail to ASNT, 1711 Arlingate Lane,
Columbus, Ohio 43228



By completing this form the terms and conditions appearing on the reverse side of this agreement are hereby incorporated by reference and Exhibitor agrees to be bound thereby.

Exhibitor Information

Please type all information EXACTLY as it should appear on exhibit materials

Company Name _____

Address _____

City _____ State _____

Zip+4/Postal Code _____ Country _____

Phone _____ Fax _____

Web Site _____

Exhibit Contact _____ Email _____

For show related information only.

On Site Contact _____ Email _____

Send preshow materials to: Exhibit Contact On Site Contact

Booth Rates

1st Booth

Additional Booth(s)

- | | | |
|---|--------|--------|
| <input type="radio"/> ASNT Corporate Partner* Corporate Partner No.: _____ | \$3000 | \$2100 |
| <input type="radio"/> Corporate Non-Partner | \$3500 | \$2100 |
| <input type="radio"/> After October 14, 2019 (Partner or Non-Partner) | \$3500 | \$2100 |
| <input type="radio"/> One-Year ASNT Corporate Partner affiliation** | \$410 | |

* Subject to verification by ASNT's Member Services Department. To receive Corporate Partner Exhibitor Space Rental Rates, dues must be current. Individual membership does not qualify. If verification of company's corporate partner status cannot be made, Exhibitor will be required to pay the Non-Corporate Partner Exhibitor Space Rental Fee for the first booth.

** Join ASNT now! For all the benefits of Corporate Partner affiliation, visit www.asnt.org.

Booth Location Choices

You are requested to specify at least three (6) different booth locations on this form. Space assignments are subject to availability.

There is an additional charge of \$200 for each corner booth

Location Request:

Choice 1: booth # _____ choice 2: booth # _____ choice 3: booth # _____

Choice 4: booth # _____ choice 5: booth # _____ choice 6: booth # _____

List any company you do not want in proximity:

ASNT reserves the right to determine final placement of exhibitors.

Payment Information

(Indicate if paying Full Amount or Deposit Only)

Total Amount Paid \$

Form of Payment AmEx MasterCard Visa Discover Check
Type of Card Personal Business

Account Number _____ Exp. Date _____ CIN# _____

Name on Card (Print please) _____

Signature _____

Cardholder Information _____

Address, City, State, Zip, Country

*Credit Card Identification Number. For Visa/MasterCard/Discover: The three-digit value is printed on the signature panel on the back of cards immediately following the account number. For American

Express: 4 digit, non-embossed number printed above your account number on the face of your card.

For ASNT Use Only! Total \$ _____ Amount Paid \$ _____ Balance Due \$ _____

Accepted for the ASNT by: _____ Title _____ Space(s) Assigned _____



ASNT Exhibit Contract Terms, Rules & Regulations

1. **Show Sponsorship and Management:** ASNT Annual Conference (the Show) is produced by and is the property of the American Society for Nondestructive Testing (ASNT). The ASNT Conference Department (Management) organizes the Show according to ASNT policies. Each Exhibitor agrees to abide by these terms, rules and regulations made by Management and by such additional rules and regulations explained in the Exhibitor Service Manual, which may be modified at Management's discretion for efficient or safe operation of the Show.
2. **Approved Exhibitors:** Only Exhibitors that have fully contracted with ASNT for the specific Show identified on side one of this document will be permitted to display or to demonstrate its products, processes or services at the Show.
3. **Assignment of Space:** Management reserves the right to assign space, to rearrange the floor plan and/or to relocate any exhibitor to further the best interest of the Show. Management will assign space guided by Exhibitors' priorities, by the exhibit's requirements and by the choice of locations. If Management should relocate an Exhibitor, any lower space rate difference shall be refunded but higher rate differences shall not be imposed. Within seven (7) days of official notice of space reassignment and/or relocation by Management, it is the duty of the Exhibitor to notify Management in writing if the reassigned/relocated space is not acceptable for any reason.
4. **Use of Space:** Only the name of the Exhibiting Company listed on the face of the Contract will be displayed in the exhibit space, in the Show's printed list of Exhibitors and on exhibitor badges. It is further agreed that the Exhibitor shall not assign, share or sublet any part of the exhibit space without the prior express written consent of Management. The Exhibitor agrees to only exhibit, advertise or promote those products or services for which it has authorization. All exhibits must be dismantled, packed, and removed by the time designated by Management. Only authorized personnel or representatives of the Exhibitor will be permitted in the hall during installation or dismantling of the Show. However, and notwithstanding the foregoing, no one under the age of 21 will be allowed access to the hall during installation or dismantling.
5. **Exhibit Fee:** All Exhibit Fees must be paid in full to participate. The Fee entitles exhibiting companies to: exhibit space, identification sign, perimeter guard service, carpeted aisles, company listing and description in the show program (if Exhibitor contracts for space before the deadline), complete registration list after the Show, promotion and publicity, free exhibit passes, and 2 exhibit staff registrations per 100 square feet of booth space. Payment Schedule: A deposit of \$500 per 10'x10' booth space must accompany this contract; remaining balance of the total exhibit fees must be received by **July 14, 2019**. Any space not fully paid by **July 14, 2019**, will be subject to cancellation and reassignment without notice. All payments must be in U.S. Dollars. Any and all bank fees for wire transfers are to be paid by the exhibitor.
6. **Restrictions:** Management may, at its sole discretion, prohibit, restrict and/or evict exhibits which are, in the opinion of Management, objectionable for any reason including, but not limited to, danger, noise, vibration, glaring or flashing lights, safety and method of operation, objects on display and/or method of display. Management may also prohibit, restrict, and/or evict any exhibit which may detract from the general character of the show or which violates any term of this Contract. Management may further restrict, prohibit and/or evict any exhibit with objectionable persons, things, conduct, printed matter or anything else Management judges to be objectionable including, but not limited to: balloons, peanuts, popcorn, coffee, or anything taken beyond the confines of Exhibitor's assigned space. In the event of such prohibition, restriction, or eviction, Management shall not be liable for any refunds of rental or other expenses. If Exhibitor fails to comply in any respect with the terms and conditions of this Contract, including the Exhibition Rules and Regulations, Management shall have the right, without notice to Exhibitor, to rent or offer for rent Exhibitor's space, or to use such space in any other manner. Exhibitor shall remain liable for the full amount specified by this Contract.
7. **Competing Events:** Exhibitors shall not conduct any competing event of more than 50 people during official ASNT Annual Conference hours. The penalty to an exhibitor for scheduling an event during exhibit hours will be forfeiture of their participation in the next year's booth assignment lottery.
8. **Cancellations:** An Exhibitor may cancel its participation in the Show by giving Management notice in writing. If Management receives notice of cancellation by **July 14, 2019**, full payment (if paid by Exhibitor) less the deposit of \$500 for each booth space reserved will be returned. No refund will be given for cancellations made after **July 14, 2019** and the exhibitor is obligated for 100% of the total cost of the exhibit space in accordance with the terms of the agreement. Management shall have the right to apply Exhibitor's deposit to any amounts owing from Exhibitor upon Exhibitor's cancellation of participation. In the event of cancellation, Management has the right to use the space for its own convenience, including selling the space to another exhibitor, without rebate or allowance to the canceled exhibitor. Both ASNT and Management assume no responsibility for having included the name or description of the cancelled exhibitor in programs, news releases, publicity, or other material.
9. **Default of Occupancy:** Any exhibitor failing to occupy its contracted space by **3:00 pm Monday, November 18, 2019** will be considered in default and may be subject to cancellation. In that event, Management will have the right to use the space for its own convenience, including selling the space to another exhibitor without any rebate or allowance to the defaulting exhibitor.
10. **Building Occupancy:** In the event the premises of the venue is destroyed or damaged, or if the show fails to take place as scheduled, or is interrupted and/or discontinued, or access to the premises is prevented by reasons of strike, lockout, injunction, act of God, act of war, emergency declared by any government agency or by ASNT (a "Force Majeure Event"), or for any other reason, this contract may be terminated by ASNT. In the event of such termination, the Exhibitor waives any and all damages and claims for damages and agrees that the sole liability for ASNT shall be to return to each Exhibitor any payment made hereunder less its prorated share of all costs and expenses incurred and committed by ASNT in connection with the Show.
11. **Care of Building:** No Exhibitor may bring hazardous or illegal items or substances into the venue. No Exhibitor may permit any act by its employees, officers, or agents that will mar or deface the premises. Exhibitors must surrender the space occupied in the same condition as at the commencement of occupancy. Exhibitor shall be solely responsible for damages its display causes to venue.
12. **Official Contractors:** To alleviate the unnecessary canvassing of Exhibitors, to assure orderly and efficient installation, operation, and removal of displays, and to ensure high standards of service at fair prices, official contractors have been appointed to provide optional goods and services for Exhibitors. As such, Management holds official contractors responsible for quality service and is prepared to intercede on behalf of Exhibitors in the event of an official contractor's faulty or unfair work. Management recommends, but does not require, that Exhibitors use official contractors. An Exhibitor who wishes to use its own contractor (i.e., exhibitor-appointed contractor) to install and dismantle exhibits must notify Management in writing at least 45 days in advance and must provide proof of the contractor's workers' compensation and commercial general liability insurance coverage. Exhibitor shall require any exhibitor-appointed contractor to abide by all Show terms, rules and regulations and to indemnify ASNT, Management and venue for any and all claims and actions caused by such contractor's negligence or willful misconduct. In no instance shall ASNT be responsible for the conduct of any exhibitor-appointed contractor or their employees. ASNT assumes no responsibility for performance failure by contractors.
13. **Operations of Exhibits:**
 - a. **Selling:** Exhibitors may display, provide samples, discuss, explain and demonstrate products or services but may not make any sales which result in the direct exchange of moneys or the use of credit cards in the exhibit hall. Only bona fide business orders for future delivery may be taken. Violations of this provision will result in expulsion from ASNT Annual Conference. THIS POLICY WILL BE STRICTLY ENFORCED.
 - b. **Lotteries:** An exhibitor who plans to use raffles, lotteries or games of chance as a merchandising tool requires prior Management approval. The exhibitor shall ensure that any such raffle, lottery or game of chance is not in violation of any applicable statute, regulation or ordinance.
 - c. **Display Appearance:** The exhibitor is responsible for maintaining a neat appearance to its display. Any undecorated side of a display visible from the aisle or adjoining exhibits must be made presentable by the Exhibitor. Displays not satisfactory in the opinion of Management shall be made presentable at the Exhibitor's expense. Exhibitor must arrange for the removal of excess trash and waste materials and is responsible to keep the exhibit free of any and all conditions that might be dangerous to Show visitors.
 - d. **Noise and Sound:** Musical instruments, audio equipment, and other noise-making devices or amplifying equipment shall be operated only at a conversational level, which will not interfere with other exhibitors. Without exception, all sound must be contained within, and directed into, the footprint of the contracted exhibit space. Management shall be the sole judge of what constitutes appropriate sound levels.
 - e. **Lighting:** The use of flashing electric signs or lights, glaring lights, or other irregular lighting effects are prohibited. Lights may not be directed into other booths or the aisle, and may not show through Show drapery.
 - f. **Music Licensing:** Exhibitors are responsible for all applicable ASCAP/BMI licensing fees.
 - g. **Distribution of Literature, Samples, Materials, and Sales Activities:** The distribution of literature, samples and materials and other sales activities are permitted only within the confines of an Exhibitor's rented space. Samples or souvenirs may not be sold and may not be distributed in a manner which, in the judgment of the Management, blocks the aisles or in any way handicaps other exhibitors or impairs the flow of attendees.
 - h. **Public Exhibit Hall Areas:** No company gobos, logos, etc. may be displayed or projected on or into the public exhibit space including aisle carpet, walls, ceilings, etc. without prior Management approval.
 - i. **Booth Representatives:** All Exhibitor representatives, including models or demonstrators, must be properly registered, wearing badges, and properly and modestly clothed. Scanty or revealing attire is not permitted. So-called "barkers" and "pitchmen" are strictly prohibited. Exhibitor registration will permit entrance to the exhibit hall during move-in, show hours, move-out, and all exhibit hall functions. Exhibitors wishing to attend other conference and social functions must register appropriately.
 - j. **Materials and Demonstrations:** All Exhibitors must have all demonstrations pre-approved by Management and the local Fire Marshal. Exhibitor will be strictly liable for any damages for failure to comply with these terms, rules and regulations or any federal, state or local law or regulation. Exhibitor further warrants that it and its agents are qualified to handle all materials that requires a MSDS sheet and are experienced in performing planned demonstration.
 - k. **Safety, Fire, Environment, and Health:** The exhibitor must be aware of and comply with all safety, fire, environmental, and health ordinances regarding installation, operation of equipment, displays, and exhibit materials. Exhibitors should dispose of any waste products they generate during the exhibition in accordance with guidelines established by the venue.
 - l. **Photography:** Only photography of the exhibitor's own booth space is permitted. Photography of another exhibitor's exhibit space or product is prohibited.
14. **The Americans with Disabilities Act (ADA):** Exhibitor is required to comply with all provisions of the ADA, including, without limitation, arranging Exhibitor's exhibit so as to be accessible to all persons covered by the ADA.
15. **Unions and Contractors:** Exhibitor shall employ labor only from sources officially designated by Management for the installation, maintenance and dismantling of its exhibit, and shall use only the service organizations officially designated by Management for all services in connection with the installation, maintenance, cleaning and dismantling of exhibits and in connection with the operation of projection devices. Exhibitor agrees to abide by and comply with all rules and regulations imposed by local unions having arrangements with the venue or with authorized contractors engaged by Management. Exhibitor must request Management's authorization to use an exhibitor-appointed contractor no later than forty-five (45) days prior to the first scheduled installation date for the Show. Management shall have the right, but not the obligation, to resolve disputes or disagreements between Exhibitor(s), or between Exhibitor(s) and official contractors or labor organizations. In the event of such dispute, any action or decision by Management intended to resolve the dispute shall be binding on the Exhibitor(s).
16. **Copyrights, Licensed and Patented Material:** Exhibitor assumes all responsibility for the use of any and all copyrighted, licensed, or patented materials including, but not limited to, music, video, printed matter or products which may be protected under the laws of the United States of America. Exhibitor is solely responsible for securing any and all appropriate rights to use such materials or display of products and for the payment of any and all royalties, license fees or other amounts associated with the use of such materials or display of products.
17. **Advertising and Promotion:** Management reserves the right to use Exhibitor's name in any advertising, promotion or marketing associated with the exhibition. Management does not, however, guarantee Exhibitor inclusion in such materials.
18. **Right to Change Location, Dates, and/or Rules:** Management retains the right to change the Exhibition location, dates, and/or rules upon notice to Exhibitor. Any such change shall be incorporated and made part of this Contract.
19. **Insurance:** Insurance for fire, property, public liability, and theft must be taken out by Exhibitor at its own expense. The insurance is to cover the full period of occupancy of the premises by Exhibitor, its agents and employees. Neither ASNT nor Management shall be liable for any damage to or loss or theft of Exhibitor's space or property. Each Exhibitor must supply Group with Certificates of Insurance at least 30 days prior to the use of the venue.
20. **Indemnification:** Exhibitor agrees to indemnify and hold harmless ASNT, Management and venue and their respective officers, agents and employees (collectively, the "indemnitees") from and against any and all claims, costs, damages, expenses and liabilities of any nature or kind arising out of or in any way connected to its failure to comply with its obligations or duties hereunder regardless of the cause or of the joint, comparative or concurrent negligence of the indemnitees.
21. **Limitation of Liability:** ASNT and Management may be held liable for loss, injury, or damages sustained by Exhibitor or Exhibitor's personnel (i.e., Exhibitor's agents, servants, invitees, guest, or employees) only to the extent such loss, injury, or damage are solely caused by the gross negligence or willful misconduct of ASNT or Management or their respective agents or employees, and not otherwise. Neither ASNT nor Management shall be responsible for any loss of business, loss of profits, injury, damage or expense, of whatever nature, that the Exhibitor may suffer due to Event cancellation as a result of a Force Majeure Event or other conditions that render the Event impracticable in Management's sole determination. In no event will ASNT's and Management's combined liability for any and all claims, costs, damages, expenses and liabilities arising out of or in any way related to this Exhibit Space Application and Contract exceed the amount paid to ASNT by Exhibitor under this agreement. Under no circumstances will ASNT or Management be liable to Exhibitor for indirect, incidental, consequential, special or exemplary damages (even if ASNT has been advised of the possibility of such damages) arising from any provision of this Agreement, including but limited to, the exercise by ASNT of any of its rights under this Agreement.
22. **Disclaimer:** Products and/or services on display in the exhibit area within the Annual Conference carry no implied or real endorsement or recommendation by ASNT. The Exhibitor agrees that it will not represent any product or service as being endorsed by ASNT. ASNT reserves the right to prohibit any exhibit or any part of an exhibit that is not consistent with the objectives of ASNT. Furthermore, products or services must be related to the nondestructive industry.
23. **General:** All matters and questions that arise which are not specifically covered by these terms, rules and regulations are subject to the decision of Management. These terms, rules and regulations may be amended, added to, and amplified by Management at its discretion. Exhibitor agrees to abide by any and all amendments and changes by Management.
24. **Entire Agreement:** It is fully understood that the agreement between Exhibitor and ASNT is fully and entirely expressed in this contract, and that there is no oral or verbal agreement of any kind with respect to the subject matter of this contract, whereby the terms, rules and regulations of this contract are or can be changed or modified in any way prior to the close of the Show.
25. **Notices:** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this contract, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
26. **Assignment:** Exhibitor shall not assign, transfer, delegate or subcontract any of its rights or obligations under this contract without the prior written consent of Management.
27. **Waiver:** No waiver by any party of any of the provisions herein shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this contract shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
28. **No Third-Party Beneficiaries:** This contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms.
29. **Governing Law:** This contract shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict of law rules that would cause the application of the laws of any other jurisdiction. The parties agree that the venue for any legal proceeding concerning this contract shall be the court of appropriate jurisdiction located in Franklin County, Ohio, and the parties hereby waive any objections to service of process for said venue.
30. **Severability:** If any term or provision hereof is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this contract or invalidate or render unenforceable such term or provision in any other jurisdiction.