2024 ASBMB Annual Meeting Exhibitor Rules and Regulations Effective September 12, 2023

1. Purpose

The objective of 2024 ASBMB Annual Meeting is to further the American Society for Biochemistry and Molecular Biology'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.

2. Location of Exhibits

The Exposition will be held at the Henry B. Gonzalez Convention Center in San Antonio, TX. The meeting dates are March 23-26, 2024. The Exhibit Hall will be open March 23-26, 2024.

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 ASBMB 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 ASBMB and re-allocated or reassigned for such purposes or use ASBMB may see fit.

5. Eligibility

The purpose of the exhibit program is to further the education of scientists working in the field of biochemistry and molecular 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 ASBMB.

The character of the exhibits is subject to approval by the Society. ASBMB 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.

ASBMB 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 ASBMB or its

agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of ASBMB. ASBMB 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 ASBMB. Causes for such action beyond the control of ASBMB shall include, but are not limited to: fire, casualty, flood, pandemic, 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 Henry B. Gonzlez Convention Center municipal, state or federal laws, or act of God. Should ASBMB 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 exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by ASBMB through the date of exhibitors' notification 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:

ASBMB Exposition Management c/o SPARGO, Inc. 11208 Waples Mill Road, Suite 112 Fairfax, VA 22030 <u>ASBMBexhibits@spargoinc.com</u>

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 ASBMB Exposition Management.

All exhibit space, support opportunities, advertising and marketing opportunities and featured exhibitor listings must be paid in full prior to move-in. Exhibitors with outstanding balances will not be permitted to access to the exhibit hall, 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:
 - With application when submitted through November 22, 20223
- After November 22, 2023 100 percent payment due

ASBMB requires payment in full no later than November 23, 2023. Failure to make payments does not release the contracted or financial obligation of Exhibitor.

Cancellation Penalties:

- Any cancellations received in writing through November 22, 2023, will incur a 50 percent cancellation penalty.
- Any cancellations received in writing after November 22, 2023, will incur a 100 percent cancellation penalty and the exhibitor will be issued no refund of any monies received by ASBMB 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 ASBMB 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 ASBMB 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 ASBMB. 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. ASBMB 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 Biochemistry and Molecular Biology, SPARGO, Inc., Henry B. Gonzalez Convention Center, and Levy Exposition Services 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. (ASBMB 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 ASBMB rules and regulations by all employees/representatives of the EAC. EAC employees/representatives who violate any of the ASBMB rules and regulations, or exhibit any unacceptable behavior as determined by ASBMB or any authorized representative of ASBMB, are subject to immediate revocation of ASBMB 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 <u>ASBMB Exhibitor Resource</u> <u>Center</u> for approval by Friday, February 2, 2024, 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 Biochemistry and Molecular Biology, SPARGO, Inc., Henry B. Gonzalez Convention Center, and Levy Exposition Services 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 ASBMB.

Please contact Stephanie Houck, ASBMB Exposition Operations Management, at 703-679-3972 or <u>stephanie.houck@spargoinc.com</u> 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 ASBMB 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 ASBMB 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 Exhibit Hall during installation and dismantle hours.

18. Food and Beverage

The RK Group is the exclusive provider of food and beverage at the Henry B. Gonzalez Convention Center. Exhibit companies and guests are prohibited from bringing any food and beverage into the convention center from outside sources without the prior written permission from the exclusive food and beverage provider. Popcorn, nuts, and other loose items are not permitted in the Exhibit Hall. The dispensing, distribution, or use of alcoholic beverages in the Exhibit Hall is prohibited without the express prior approval of ASBMB Exposition Management.

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. Prohibition of Sales

Only publishing companies are permitted to sell molecular life sciences books during show hours. All other companies/organizations will be limited to taking orders. Those publishers selling items on the show floor are required to collect and remit city and state sales taxes.

21. 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. The value limit on any giveaways or raffle items is \$100.00.

Requests for approval of giveaways, except for literature, must be submitted to ASBMB Exposition Management, through the online <u>ASBMB Exhibitor Resource Center</u> for approval by Friday, February 2, 2024. Please contact Stephanie Houck, ASBMB Exposition Operations Management, at 703-679-3972 or <u>stephanie.houck@spargoinc.com</u> with any questions.

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

22. 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 ASBMB Exposition Management. Please contact Stephanie Houck, ASBMB Exposition Operations Management, at 703-679-3972 or stephanie.houck@spargoinc.com with any questions.

23. 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. ASBMB 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 ASBMB 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 ASBMB Exposition Management in advance of the meeting. Please contact Stephanie Houck, ASBMB Exposition Operations Management, at 703-679-3972 or stephanie.houck@spargoinc.com with any questions.

24. Music

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

25. Photography/ Video Taping

Exhibitors should display the appropriate icon as to whether or not photography/recording of the exhibit booth and sharing/remixing of the material is permitted by participants. Please refer to <u>ASBMB's</u> <u>Photography and recording policy</u> for more information.

26. Photograph and Video Release

By attending/exhibiting at the 2024 ASBMB Annual Meeting or its associated events, you hereby understand that you may be photographed, videotaped, or digitally recorded, as may be your voice, and hereby waive any objection, condition, limit, or right you may have to the photographs or recordings. Furthermore, you hereby authorize ASBMB to use any such photographs, videotapes, or other recordings of yourself and your guests for any promotional purposes and to license other relevant people/organizations to use them. You hereby indemnify and hold the Society harmless for any such licensed or unlicensed use.

27. 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 ASBMB Exposition Management.

28. Attendance

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

29. 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 ASBMB always while they are in the exhibit area. All other employees and representatives of the exhibiting companies must register as Attendees. ASBMB reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours. Exhibitor personnel are also required to abide by <u>ASBMB's Code of Conduct</u>.

30. Exhibit Space Package

- Each 10' x 10' booth will be set with 8' high back drape, 3' high side dividers.
- Identification sign (7" x 44") with company name and booth number for inline
- Basic exhibitor listing online and in mobile app includes company name, booth number, URL, address, up to five product and service categories, links to social media and 500-character company description. This information must be provided before February 2, 2024 to be included in the mobile app and exhibit space must be paid in full
- One complimentary full conference registration per 100 sq. ft. of contracted exhibit space allowing access to all the sessions.
- Four complimentary exhibitor badges per 100 sq. ft. of contracted exhibit space
- Exhibit Hall perimeter security when exhibits are closed

31. 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, ASBMB 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, ASBMB 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 fours 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 20 feet from the exhibit hall floor and cannot block visibility of ASBMB 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 ASBMB Exposition Management, through the online <u>ASBMB Exhibitor Resource Center</u> for approval by Friday, February 2, 2024. Any changes that occur after initial submission must be resubmitted to ASBMB Exposition Management for approval prior to the meeting. Should booth construction at the show deviate from the actual submitted and approved floor plans, ASBMB Exposition Management reserves the right to ask the exhibitor to make modifications at the exhibitor's expense. Please contact Stephanie Houck, ASBMB Exposition Operations Management, at 703-679-3972 or <u>stephanie.houck@spargoinc.com</u> with any questions.

32. 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.

33. 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 Levy Exposition Services. Porter service is exclusive to the Levy Exposition Services 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, Levy Exposition Services will remove the boxes at the exhibitor's expense.

34. 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.

35. Display

ASBMB shall have full authority for approval or arrangement and appearance of items displayed. ASBMB may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to ASBMB 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, ASBMB shall authorize the official decorator to affect the necessary finish and the exhibitor must pay all charges involved thereby.

36. 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. ASBMB Exposition Management will have carpet installed, at the exhibitor's expense, in exhibit spaces that do not have carpet installed by 1:00 pm on Friday, March 22, 2024.

37. Convention Center Rules and Regulations

Exhibitor compliance with the Henry B. Gonzalez Convention Center Operational Policies is mandatory.

Exhibitor agrees that all current and subsequent ASBMB conditions and regulations and the conditions and regulations of the Henry B. Gonzlez Convention Center, and any other facilities used for the 2024 ASBMB Annual Meeting are made a part of this Agreement and are incorporated by any reference. The ASBMB 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 ASBMB is final. The exhibitor agrees to abide by the interpretation that, if requested, shall be in writing.

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

38. 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.

39. Waiver of Rights

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

40. Relocation and Floor Plan Revisions

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

41. 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.

42. Amendment and Addition Rules

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of ASBMB. ASBMB 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.

43. 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 ASBMB.

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 ASBMB all monies, which may have been paid. ASBMB will neither refund the booth fee(s) paid nor pay for exhibitor losses of any kind.

In the event of a violation, ASBMB 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 ASBMB may incur in the process. ASBMB reserves the right to remove any exhibit or exclude from future exhibition participation if, in ASBMB's opinion, the exhibitor disregards or refuses to observe ASBMB policies or instructions.