

## **ASRM 2019 Scientific Congress & Expo Exhibitor Rules & Regulations**

### **1. Purpose**

The objective of ASRM 2019 Scientific Congress & Expo is to the American Society of Reproductive Medicine's (ASRM) 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 Pennsylvania Convention Center, Philadelphia, Pennsylvania.

### **3. Subleasing**

Subletting or sharing of exhibit space is not allowed at any time. Any signs, advertisements, publications, materials, products, and representatives' badges must reflect the name of the contracted exhibiting company. Exhibitor may not permit non-exhibiting company representatives to operate from his booth. Any violation of these regulations may result in an immediate shutdown and removal of the exhibit and materials in violation, at the exhibiting company's expense. Rulings of ASRM shall, in all instances, be final with regard to 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 ASRM, and re-allocated or reassigned for such purposes or use ASRM may see fit.

### **5. Eligibility**

ASRM has the sole right to determine the eligibility of any company or product for inclusion in the Exposition. Prospective Exhibitor Applications will be reviewed by ASRM for suitability of products and/or services to ASRM Congress attendees. Eligibility is generally restricted to companies directly related to the reproductive medicine field. Any medical device, pharmaceutical or other type of medical product exhibited must comply with all applicable FDA regulations for presentation to U.S. attendees. ASRM reserves the right to require information from companies before space assignment is finalized. If an exhibit is found to be ineligible in whole or part, ASRM may deny space assignment, or, when the exhibit is on site, close the exhibit until further notice.

### **6. 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 by reason of any cause or causes not reasonably within the control of ASRM or its agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of ASRM. ASRM 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 ASRM. Causes for such action beyond the control of ASRM 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 Pennsylvania Convention Center, municipal, state or federal laws, or act of God. Should ASRM 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 ASRM 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 ASRM through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

## **7. Cancellation by Exhibitor**

In the event of cancellation by an exhibitor, ASRM shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following schedule:

Through March 11, 2019, 0% of total exhibit space fee

March 11, 2019 through June 11, 2019, 50% of total exhibit space fee

After June 11, 2019, 100% of total exhibit space fee

ASRM must receive written notification of the cancellation. Date cancellation notice is received by ASRM will determine above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, ASRM reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

Exhibitors must inform ASRM Exposition Management in writing of booth downsizing. ASRM shall have sole discretion to use downsized booth space, including reselling the space, without any rebate or refund. ASRM reserves the right to reassign booth space due to downsizing.

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 ASRM 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.

## **8. Payment**

All exhibit space, support opportunities, advertising and marketing opportunities, exhibitor directory listings, etc. 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:
  - March 12, 2019...50% due for applications submitted prior to March 12, 2019
  - March 12, 2019 – June 11, 2019...50% due with application
- 100 percent payment due after June 11, 2019

ASRM requires payment 100% payment after June 11, 2019. Failure to make payments does not release the contracted or financial obligation of Exhibitor.

## **9. Limitation of Liability**

Exhibitor agrees to make no claim for any reason whatsoever against ASRM, 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 ASRM. 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. ASRM 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 ASRM, SPARGO, Inc., Pennsylvania 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. (ASRM 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. Please refer to the [Union Jurisdictions](#) in the Pennsylvania Convention center for more information.

#### **12. Exhibitor Appointed Contractors (EAC)**

Exhibitors not using Freeman, the official General Services Contractor, for general booth labor must notify ASRM Exposition Management of all EAC services 60 days prior to the first day of installation. Official Notification of Intent to use an EAC forms will be in the Exhibitor Service Manual. All EAC's are required to provide a Certificate of Insurance and shall include general liability and workers compensation 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 Reproductive Medicine, SPARGO, Inc., the Pennsylvania Convention Center and Freeman as an additional insured. The Certificate of Insurance should also contain the name of the company service is being provided to and the booth number.

EACs must abide by all state and federal regulations. As well as abide by Freeman rules and onsite guidelines for the use of staging spaces for equipment and personnel service desks. ASRM shall have authority to remove and EAC from any staging areas that are not inside its exhibitors leased booth space.

EACs may not solicit business in the exhibit hall at any time. The exhibiting company is responsible for the actions of its EAC and all of the exhibitor rules apply to this sub-contractor for the exhibitor. The exhibiting company is fully responsible for coordination of the EAC. EACs and their workers are not permitted to wear ASRM Exhibitor Badges. ASRM reserves the right to prohibit EAC participation at the ASRM Scientific Congress and Expo.

If the documentation described above is not delivered to SPARGO, Inc. by the deadline, or is incomplete or inaccurately executed, the non-official contractor will be denied access to the exhibit hall.

### **13. Installing, Exhibiting, Dismantling**

Hours and dates for installing, exhibiting, and dismantling shall be those specified by ASRM. 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 ASRM.

In the event that an exhibiting company has not arrived on the exhibit floor by 3:00 p.m. on the last day of move-in and has not been granted pre-approval for late set-up, ASRM reserves the right to use this vacant space as it sees fit, with no obligation to issue a refund. Any exhibit materials, either in the vacant booth or on the loading dock, for that exhibit space, will be placed into storage at the exhibitor's expense. The exhibitor is responsible for all fees associated with removing freight from storage. Substitute booth space will be made available at the discretion of ASRM.

Dismantling and packing of exhibits will not be permitted before the exhibits officially close. Failure to comply with this regulation will result in the forfeiture of priority points earned at the Congress. All exhibits must be completely dismantled and packed, all appropriate shipping paperwork filed at the Exhibitor Service Desk and carriers checked in by 2:00 p.m. the last day of move-out. It is the exhibitor's responsibility to arrange for exhibit material shipment, installation, dismantle and return shipment. Any exhibition materials/freight left on the exhibit floor without proper documentation at 2:00 p.m. on the last day of move-out will be shipped via Freeman Transportation at the exhibitor's expense.

### **14. 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.

### **15. 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.

### **16. Food and Beverage**

All food and beverage must be procured through ARAMARK, the exclusive caterer of the Pennsylvania Convention Center. The dispensing, distribution or use of alcoholic beverages in the exhibit hall is prohibited without the express prior approval of ASRM Exposition Management. Please note; the distribution of popcorn in the exhibit hall is not permitted.

### **17. 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 Freeman. Porter service is exclusive to the Freeman 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, Freeman will remove the boxes at the exhibitor's expense.

### **18. Fire Regulations**

All participating organizations and their personnel must comply with local, state and federal fire regulations. All decorating materials, furniture, signs, and equipment must meet local, city, and state fire and public safety regulations. In accordance with the city fire marshal, no empty crates or boxes may be stored in the exhibit area, under draped tables or behind the pipe and drape. ASRM requires that any exhibitor using or generating hazardous waste or potentially dangerous materials must receive the written permission of ASRM Exposition Management and the convention center prior to opening the exhibition. The exhibitor is responsible for arranging for proper disposal of any approved hazardous material/waste. Hazardous waste is considered to be any liquid, material or substance that may cause fire, injury or make the air unsafe to breathe. The following are prohibited:

- Flammable liquids
- Combustibles
- Hazardous material/waste and equipment
- Cooking devices (e.g. microwaves, hot plates, radiant ovens, etc.)
- Anything producing an open flame.
- Helium filled balloons are not allowed in the exhibit hall.

### **19. Convention Center Rules and Regulations**

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

### **20. Exhibit Photography/Recordings/Broadcasts**

No pictorial, visual or audio recording, or broadcasting of any type shall be made in the convention center or any other locations of ASRM scientific sessions without the prior written approval of ASRM Exposition Management and the convention center. Photography and or video recording in the exhibit hall is prohibited. Photographing another exhibitor's booth is strictly prohibited.

### **21. Gifts/Giveaways/Contests/Drawings**

Contests and drawings must be open to all attendees and must be conducted in a professional manner. All Giveaways must be approved in advance by ASRM Exposition Management. An approval form for giveaway items will be available in the Exhibitor Service Manual. Exhibiting companies that interact with physicians and other healthcare professionals during the ASRM 2019 Scientific Congress & Expo are asked to review the codes of ethics developed by PhRMA and AdvaMed as well as the Physician Payment Sunshine Act. Ethical practices and industry conduct can differ among companies. It is the responsibility of each company to decide what types of activities are appropriate as they relate to sales and promotional events.

### **22. Noise, Odors and Inappropriate Items**

Noisy or obstructive work will not be permitted during open hours of the Exposition, nor will noisily operating displays, nor exhibits producing objectionable odors. At no time should music or videos be played at a level that interferes with a neighboring booth's exhibiting activities. Music, videos, or posters/pictures containing explicit or vulgar language or acts are strictly prohibited. ASRM Exposition Management shall have sole discretion in determining what is noisy, obstructive or objectionable.



### **23. Music**

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

### **24. Presentation/Demonstrations**

Product presentations and demonstrations may occur within the booth space. Exhibitors shall be responsible for the safety of all individuals participating in or viewing these activities. ASRM assumes no responsibility to monitor these activities but reserves the right to order changes or additional safety precautions or suspend any in booth activity if the activity is deemed unsafe, a disruption to neighboring booths or not in keeping with the professional nature of the Congress or violates ASRM policy. Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's booth shall be discontinued. Exhibitors providing demonstrations must account for spectators in their booth design as attendees cannot block or line up in aisles.

### **25. Attendance**

Admission policies shall remain, at all times, the prerogative of ASRM, 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. Exhibiting companies are allocated four complimentary exhibitor badges per 100 square feet of contracted exhibit space. Booth personnel shall wear "exhibitor" badge identification furnished by ASRM at all times while they are in the exhibit area. All other employees and representatives of the exhibiting companies must register as Show Attendees. ASRM reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

### **27. Height and Non-Blocking Regulations**

All exhibit display construction design must conform to the regulations set forth in the "Display Rules and Regulations," a copy of which is supplied to each exhibitor by ASRM Exposition Management. "Display Rules and Regulations" provides details as to what is allowed for exhibitor's booth so as to enable use of the space without detriment to neighboring exhibitors or the Exposition.

### **28. 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.

### **29. 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.

### **30. Marketing of Products and Services**

No company or its representatives may display, demonstrate or distribute their products and/or services in any location other than their contracted exhibit space. Displaying promotional materials, and/or the solicitation of orders outside of your exhibit space is strictly prohibited. These rules apply to all organizations, their vendors, contractors, staff and agents in attendance at the ASRM 2019

Scientific Congress & Expo. Exhibitors who have been approved to host an industry-supported event or who are participating in the Door Drop Bag program or other ASRM marketing programs may use these vehicles to promote their products/services that have been approved for display by ASRM.

### **31. Display**

ASRM shall have full authority for approval or arrangement and appearance of items displayed. ASRM may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to ASRM 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 3:00 p.m. the last day of move-in, ASRM shall authorize the official decorator to affect the necessary finish and the exhibitor must pay all charges involved thereby.

ASRM has adopted guidelines for booth construction as suggested by the International Association of Exhibitions and Events (IAEE) and Healthcare Conventions & Exhibitors Association (HCEA).

When designing your booth, please keep in mind the following overall regulations:

- No exhibit may include, or overflow into, an aisle or a booth occupied by another organization. This includes truss and lighting.
- No two-story booths will be allowed.
- No false ceilings will be allowed.
- No balloons are allowed in the convention center.
- A 50% see-through effect on the portion of the booth from the floor up to a minimum of eight feet (8') in height is required on all island booths.

In-line, Corners and Perimeter Exhibit Space:

- In-line booths have one side exposed to an aisle and are generally arranged in a series along a straight line.
- The back wall height of an in-line booth may not exceed eight feet (8') including signs or lighting and no booth may display an item or feature that exceeds 8' in height.
- Booth display items or features over four feet (4') in height must be placed no closer than five feet (5') to the aisle.
- No exhibit materials in the front five feet (5') portion of the booth may exceed the height of 4' to maintain clear visibility from one booth into the next.
- Signs or any exhibit material hanging above in-line booths is prohibited.
- A corner booth is an in-line booth exposed to aisles on two sides and are subject to the same rules as in-line booths.
- Perimeter booths are subject to the same rules as in-line booths except the back wall height of the booth may not exceed twelve feet (12').

Note: When three or more in-line booths are used in combination as a single exhibit booth, the four foot (4') height limitation is applied only to that portion of the exhibit booth which is ten (10') from an adjoining booth.

Island Booths:

Island booths are 20'x20' or 400 square feet or larger and have aisles on all four sides of the exhibit space.

- The maximum height of an island booth is sixteen feet (16').
- A 50% see-through effect on the portion of the booth from the floor up to a minimum of eight feet (8') in height is required. Compliance will be determined from a minimum of two angles.

- Full use of the floor area with the island is permitted; however, no part of the exhibit, demonstrations, or exhibitor activities may extend outside the boundaries of the contracted booth space.
- Exhibitors that have scheduled activities that will draw crowds in their booths must make available (in contracted exhibit space) adequate room for lines.
- Island booths are permitted to hang signs from the ceiling as long as they do not exceed twenty feet (20') in height.
- Renderings of island booths must be submitted through the Exhibitor Resource Center for approval. If renderings are not submitted, ASRM Exposition Management reserves the right to prohibit construction of the exhibit. In this circumstance ASRM is under no obligation to provide a refund or any other type of restitution.
- Renderings should include vehicle staging, any audio-visual systems, enclosed spaces, hanging signs, rigging components and must be to scale. If there are any changes to the design after approval is granted a new rendering must be submitted for approval.
- Island booths are subject to onsite inspection and any required modifications must be made prior to the exhibit hall opening and will be at the expense of the exhibitor.

### **32. 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. ASRM Exposition Management will have carpet installed, at the exhibitor's expense, in exhibit spaces that do not have carpet installed by 3:00 p.m. on the last day of move-in.

### **33. Retail Sales/ Distribution of Products**

Retail sales of exhibitor goods must be requested and approved in writing by ASRM Exposition Management. Exhibitors engaged in ASRM-approved retail sales are responsible for all appropriate licenses and permits and submission of sales reports and sales taxes to the City of Philadelphia and the Commonwealth of Pennsylvania. Failure to have retail sales activity pre-approved by ASRM Exposition Management will result in the closing of the exhibit by ASRM Exposition Management and forfeiture of all exhibit fees.

Exhibitor may engage in active selling and/or take orders for products and services only within its own exhibit space, however, in keeping with the educational character of the Congress, products and services for which orders are taken must be delivered by the exhibitors to the purchaser at the close of the Congress and not during the Congress. Alternate arrangements must be made for delivery or distribution of goods sold. Exceptions to this regulation must be request in writing to ASRM Exposition Management at [asrmexhibits@spargo.com](mailto:asrmexhibits@spargo.com). An exhibitor found in violation will be excluded from the 2020 Expo.

### **34. Use of ASRM Name and Logo**

The ASRM name, logo and/or other identifying marks of the American Society of Reproductive Medicine may not be used in advertising or promotion in any media- before, during or after the Congress. The ASRM 2019 Scientific Congress & Expo logo may not be used in signs, advertising or promotion in any media.

### **35. Exhibitor Representative's Responsibility**

Neither the conference/exposition 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 conference 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 conference/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 ASRM under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of ASRM.

### **37. Relocation and Floor Plan Revisions**

ASRM the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary. All actions by ASRM regarding relocated space will be communicated to the primary exhibit contact.

### **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](http://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 ASRM. ASRM 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 ASRM.