

## **ASRM 2023 Scientific Congress & Expo Exhibitor Rules, Regulations and Terms**

### **1. Purpose**

The objective of ASRM 2023 Scientific Congress & Expo (**Exposition**) is to further the American Society of Reproductive Medicine's (**ASRM**) objectives by providing a forum to further the knowledge of reproductive health professionals through the presentation of exhibits, technical panels, and educational sessions. Exhibitors at the Exposition are limited to firms, organizations and agencies whose exhibits and organizational purpose are in harmony with the purpose of this Exposition. By submitting the Application and Contract for Exhibit Space (**Application**) to exhibit at the Exposition, the Exhibitor identified on the Application agrees to be bound by these Rules, Regulations, and Terms.

### **2. Location of Exposition**

The Exposition will be held at the New Orleans Ernest N. Morial Convention Center located at 900 Convention Center Blvd, New Orleans LA 70130 (**Convention Center**).

### **3. Agreement and Event**

The Application combined with these Rules, Regulations, and Terms (**Agreement**), when properly executed by Exhibitor and ASRM, constitutes a valid and binding agreement between ASRM and Exhibitor for Exhibitor to lease a space on the floor of the exhibit hall provided for at the Exposition (**Exhibit Space**). This Agreement is not binding until Exhibitor receives an assigned Exhibit Space and a fully executed copy of this Agreement from ASRM or SPARGO, Inc.(ASRM Exposition Management) (**SPARGO, Inc.**). In the event of any conflict between this Agreement and any terms inserted or provided by the Exhibitor, the terms and conditions of this Agreement shall govern. The anticipated Exposition dates are stated on the Application. ASRM has the right to postpone, shorten, or cancel the Exposition, for any reason in its discretion. In the event of postponement or change in the duration of the Exposition, this Agreement shall be deemed valid for the new dates and duration. ASRM's postponing or altering the duration of the Exposition does not confer on Exhibitor the right to terminate this Agreement, and ASRM shall have no liability for postponing or altering the duration of the Exposition. If the Exposition is canceled by ASRM, this Agreement will be deemed terminated immediately upon notice to Exhibitor. ASRM's only liability for such cancellation shall be to refund any fees already paid by Exhibitor, consistent with the refund schedule set forth in Section 13 of this Agreement.

### **4. Eligibility**

ASRM has the right to accept, reject or cancel, in its sole discretion, any application for participation in the Exposition. Applications will be reviewed by ASRM for suitability of products and/or services to the Exposition attendees and to confirm harmonious objectives between ASRM and the Exhibitor's business. 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 regarding the nature of the Exhibitor's business and the intended content of the Exhibit from prospective Exhibitors, before Exhibit Space is assigned. If a proposed Exhibit or Exhibitor is found to be ineligible in whole or part, in ASRM's sole discretion, ASRM may deny the application and refuse to assign Exhibit Space. If the Exhibitor or Exhibit becomes ineligible at any time prior to the Exposition, as determined by ASRM in its sole discretion, ASRM may cancel this Agreement by providing notice of cancellation to such Exhibitor and refunding any deposits that have been paid consistent with the refund policy set forth in Section 13. Such notice of cancellation shall be effective when it is communicated or sent. If the Exhibitor or Exhibit are determined to be inappropriate or inconsistent with the objectives of ASRM at any time

during the Exposition, in ASRM's sole discretion, ASRM has the right to shut down the Exhibitor's Exhibit Space either until such time as the issue is resolved or for the duration of the Exposition.

## **5. Application for Space**

Application for Exhibit Space is made by submitting a completed Application to ASRM Exhibition Management, SPARGO, Inc. Deposits are due in accordance with the payment schedule set forth in Section 9. Exhibitor will not be granted access to the Exhibitor Resource Center until the deposit is received by ASRM.

## **6. Assignment of Space**

Upon acceptance of an Exhibitor's Application, ASRM or its designee will attempt to assign Exhibitor in one of its requested Exhibit Spaces, but no guarantee can be given as to the ultimate location. Space will be allocated on a first-come, first-served basis, subject to any determinations by ASRM or its designees to alter or relocate any particular Exhibit Space in order to ensure the entire exhibit floor is workable, as determined by ASRM, in its sole discretion. ASRM reserves the right to add, alter, or delete items, spaces or Exhibitors from the exhibit floor at any time in its sole discretion. Should circumstances make it necessary, in ASRM's sole discretion, it may move an Exhibitor's allocated Exhibit Space from one place to another, reduce the size of the Exhibit Space, alter the configuration of the Exhibit Space, close or alter the location of any exits or entries, make any structural alterations, or make any other changes to the Exposition, including the exhibit floor, it deems appropriate. If the size of the contracted Exhibit Space is materially reduced as a result of such changes, Exhibitor's fee will be adjusted proportionately, but ASRM shall have no other liability for adjustments to the Exhibit Space or the exhibit floor. ASRM shall not be liable for errors in acceptance of Applications or allocation of Exhibit Space.

## **7. 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 Exhibitor. Exhibitor may not permit any non-exhibiting company representatives to operate from Exhibitor's booth. Any violation of these regulations may result in an immediate shutdown of the Exhibit Space and removal of all contents of the Exhibits in the Exhibit Space, at the Exhibitor's expense. Rulings of ASRM shall, in all instances, be final with regard to use of Exhibit Space.

## **8. Occupancy Default**

Any Exhibitor failing to occupy its contracted for Exhibit Space shall not be relieved of the obligation of paying its Exhibit Space Fee in full. If Exhibitor's Exhibit Space is not occupied by the time set for completion of the installation of the displays, such Exhibit Space shall be taken by ASRM, and re-allocated or re-assigned for whatever use or purpose ASRM may see fit.

## **9. 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 access to the exhibit halls or freight docks or to begin the installation of their Exhibits, nor will they receive access badges until full payment has been received.



Required Payments:

Timing Application is Submitted	Deposit Due (50% of Exhibit Space Fee)	Full Payment Due
Before December 14, 2022	December 14, 2022	June 16, 2023
Between December 14, 2022 and June 16, 2023	When application is submitted	June 16, 2023
After June 16, 2023	When application is submitted	When application is submitted

Failure to make timely payments does not release the contracted or financial obligation of Exhibitor. ASRM shall have the right to collect interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Exhibitor shall also reimburse ASRM for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Exhibitor may not withhold or reduce payment by virtue of any claims against ASRM in connection with this Agreement.

**10. Force Majeure**

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, postponed 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, pandemic, 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 Convention Center or other facility hosting the Exposition, municipal, state or federal laws, or act of God. Should ASRM terminate this Agreement pursuant to the provisions of this section, the Exhibitor waives any and all claims for damage arising therefrom. In the event of cancellation of the Exposition pursuant to this Section, refunds of "Exhibit Space Fees" that have been received by ASRM will be made to Exhibitors at the sole discretion of ASRM, and in no case, will a refund exceed the amount of Exhibitor's paid Exhibit Space Fee less any adjustments for non-reimbursable direct and/or indirect event costs or financial obligations incurred by ASRM through the date ASRM notifies Exhibitor of such cancellation.

**11. Termination or Cancellation by ASRM**

In addition to its rights to cancel, postpone, or alter the duration of the Exposition for any reason, ASRM shall have the right to terminate this Agreement at any time that the Exhibitor demonstrates conduct or promotes products or services that are contradictory to ASRM or its affiliates actions, purposes or missions or that the Exhibitor breaches this Agreement, including by failing to make payments when due, or for any other reason. Such termination shall be effective immediately upon ASRM communicating or otherwise sending notice of termination to Exhibitor, including by email, and ASRM shall have no liability for, and Exhibitor waives all claims arising from, such termination, except that ASRM will refund the "Exhibit Space Fees" that have been received by ASRM, consistent with the refund schedule set forth in Section 13, after deducting any non-reimbursable direct and/or indirect event costs or financial obligations attributable to the Exhibit Space that are incurred by ASRM through the date ASRM notifies Exhibitor of such termination.



## 12. Cancellation by Exhibitor

Exhibitor may cancel its Exhibit Space at any time by sending written (emailed) notice to [asmexhibits@spargoinc.com](mailto:asmexhibits@spargoinc.com). The cancellation notice must be acknowledged and confirmed by SPARGO, Inc., before the cancellation is considered effective. Cancellation of all of Exhibitor's Exhibit Space will result in cancellation of all related contracted items including but not limited to Exhibit Space, Exposition/Conference registrations, support opportunities, meeting rooms, Expo Theater presentations, etc.

Exhibitor may downsize its Exhibit Space at any time by providing written (email) notice to [asmexhibits@spargoinc.com](mailto:asmexhibits@spargoinc.com), and such written notice must specify the amount by which the Exhibit Space is to be downsized. Exhibit Space may only be downsized in 10 ft x10 ft increments.

Exhibitor is subject to cancellation or downsizing fees as outlined on the Application and as set forth in this Agreement.

## 13. Refunds

Cancellation or downsizing by Exhibitor does not relieve Exhibitor from its financial obligations under this Agreement. In the event this Agreement is terminated or Exhibitor cancels or downsizes its Exhibit Space, it shall be entitled to a refund in the amount indicated here, less any non-reimbursable direct and/or indirect event costs or financial obligations attributable to the Exhibit Space that are incurred by ASRM through the Refund Calculation Date (**Refund**):

- For cancellation, downsizing, or termination occurring before December 14, 2022 - 100% of Exhibit Space Fees attributable to the cancelled, terminated or downsized Exhibit Space will be refunded less any Exhibit Space Fees that remain outstanding as of the date of the cancellation, downsizing or termination
- For cancellation, downsizing, or termination occurring December 14, 2022 through June 15, 2023 – 50% of the Exhibit Space Fees attributable to the cancelled, terminated or downsized Exhibit Space will be refunded less any Exhibit Space Fees that remain outstanding as of the date of the cancellation, downsizing or termination
- For cancellation, downsizing or termination occurring on or after June 16, 2023 – No refunds

All notices of cancellation must be sent in writing (email is permitted) to [asmexhibits@spargoinc.com](mailto:asmexhibits@spargoinc.com). The cancellation notice must be acknowledged and confirmed by SPARGO, Inc. before the cancellation is effective. The date on which SPARGO, Inc. receives written notice of the cancellation or downsizing or the date on which the termination notice is issued shall be the date used for determining the amount of the Refund (**Refund Calculation Date**). All Refunds will be paid within 30 calendar days of the Refund Calculation Date, unless such date falls during the Exposition or 30 calendar days prior to the Exposition, in which case the refund will be paid within 30 calendar days of the close of the Exposition. If the outstanding Exhibit Space Fees (including any cancellation or downsizing fees) exceed the amount of the Refund, Exhibitor will pay the difference to ASRM within 30 calendar days of the Refund Calculation Date.

Should Exhibitor cancel or downsize less than 60 days prior to the first move-in day of the Exposition, ASRM may deduct fees to cover the Exhibit Space and convert it to a lounge area or otherwise repurpose the space from Exhibitor's Refund.

**Note that any Exhibitor that cancels Exhibit Space BEFORE it has made full payment is liable for full payment of the original Exhibit Space Fee less any applicable Refunds as explained herein.**

#### **14. Reallocation of Event Space**

In the event of cancellation of the Event Space or termination of this Agreement, ASRM reserves the right, in its sole discretion, to reassign the Exhibit Space to any other Exhibitor, including reselling the Event Space, or to reallocate the Event Space for another purpose, regardless of the Cancellation Assessment.

In the event of downsizing of the Event Space, ASRM reserves the right to reassign the downsized Exhibit Space to any other Exhibitor, including reselling the downsized Exhibit Space, or to reallocate the downsized Event Space for another purpose, regardless of the Cancellation Assessment. In addition, in the event Exhibitor downsizes its Exhibit Space, ASRM reserves the right, in its sole discretion, to relocate Exhibitor's Exhibit Space within the Exposition. Subsequent reassignment of canceled or downsized Exhibit Space to another exhibitor does not relieve Exhibitor of its obligation to make full payment of the Exhibit Space Fee, less any applicable Refunds provided for in Section 11.

#### **15. Exposition Security**

All property of an Exhibitor is in the Exhibitor's care, custody, and control in transit to, or from, or within the confines of the exhibit floor. While the Venue may provide perimeter security for the Exposition, including the exhibit floor, the Venue is not under any obligation to do so, and any security provided by the Venue may be discontinued at any time. Whether or not such security is provided, Exhibitor shall be solely responsible for the protection of its property, and for obtaining insurance (see Section 17) for such property and Exhibitor's participation in the Exposition. ASRM shall have no obligation to provide security services and makes no representation or warranty whatsoever, and disclaims all liability with respect to security of the premises or Exhibitor's property or for the safety of the Exhibitor, its personnel, employees, agents or representatives or personal property. Exhibitor hereby releases and shall hold ASRM harmless with respect to the same.

#### **16. 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. IN NO EVENT SHALL ASRM OR THE VENUE OR ANY OF ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, AFFILIATES, OR ASSIGNEES (RELEASEES) BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THEIR ACTS OR OMISSIONS OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE RELEASEE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL THE RELEASEE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO ASRM PURSUANT TO THIS AGREEMENT. CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT MUST BE MADE TO ASRM IN WRITING WITHIN THIRTY DAYS AFTER THE LAST DAY OF THE EXPOSITION, AND FAILURE TO GIVE SUCH NOTICE SHALL CONSTITUTE A WAIVER OF ANY CLAIMS. FOR PURPOSES OF THIS PROVISION ONLY, NOTICE MAY BE SENT TO ASRM, ADMINISTRATIVE OFFICES, 1209 MONTGOMERY, HIGHWAY, BIRMINGHAM, AL 35216-2809.

## 17. Exhibitor Insurance

The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this Agreement, 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., 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 exhibit floor. Proof of such insurance, including a Certificate of Insurance, shall be provided to

SPARGO, Inc. 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. Exhibitor will not be allowed to enter the exhibit floor or participate in the Exposition without providing proof of insurance. Failure to remit such proof shall be a material breach of this Agreement.

## 18. Indemnification.

Exhibitor shall indemnify, hold harmless, and defend ASRM and its officers, directors, employees, agents, affiliates, successors and permitted assigns (**Indemnitees**) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, that are incurred by Indemnitees (collectively, "Losses"), arising out of or resulting from (a) injury to the person, property, or business of any person in connection with Exhibitor's use of its Exhibit Space, (b) Exhibitor's construction or maintenance of an unsafe exhibit, (c) any act, omission, negligence, fault, violation of law or ordinance, or misconduct of Exhibitor, its employees, subcontractors, invitees or agents, or any breach by Exhibitor of any agreements, covenant, promises or other obligations under this Agreement, (d) Exhibitor's participation or presence at the Exposition and/or use of any of the Exposition facilities, (e) Any claim brought by any of its employees, agents, contractors, or invitees against an Indemnitee in connection with such activity, or (f) Exhibitor's actual or alleged infringement of the patent, trademark, copyright, or any other intellectual property rights of a third party including any claim resulting from the use of copyrighted music, dramatic materials, or other property which is used by Exhibitor in connection with the Exposition.

## 19. Arbitration

Exhibitor agrees that any past, present, or future claim, controversy, or dispute (the "Dispute") that arises out of, relates to, or in connection with ASRM (including its predecessors, successors, affiliates, subsidiaries, parent companies, agents, employees, representatives, directors, managers, officers, shareholders, assigns, associates, attorneys, and all other persons acting on its behalf) (collectively "ASRM"), the ASRM Application and Contract for Exhibit Space, the ASRM Exhibitor Rules, Regulations and Terms, and/or the Exposition and exhibit space shall be submitted to legally binding arbitration in accordance with the applicable Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (or "AAA") or in accordance with the applicable Comprehensive Arbitration Rules and Procedures of JAMS, except any Rules allowing class arbitrations or joint claimant arbitrations shall not apply. Exhibitor agrees that the arbitrator shall be restricted to resolving only the Dispute between the aggrieved Exhibitor and ASRM and will not be allowed to conduct any consolidated or class-wide arbitration proceedings involving claims or disputes of other Exhibitors. Exhibitor waives any right to represent others in a class action or to participate as a class member in any class action. Exhibitor and ASRM agree that the arbitrator selected to resolve the Dispute shall also have exclusive authority to resolve all gateway issues of arbitrability, including without limitation all issues of his/her own jurisdiction; all issues about the

formation, interpretation, applicability, validity, or enforceability of this arbitration provision, the ASRM Application and Contract for Exhibit Space, and/or the ASRM Exhibitor Rules, Regulations and Terms; all issues about what claims or disputes or parties are covered by this arbitration provision; and all substantive or procedural defenses to enforcement of this arbitration provision. Exhibitor agrees and understands that these methods shall be the sole remedy to resolve any controversy or claim arising from or related to the Dispute, and it expressly waives its rights to file a lawsuit in any civil court for such disputes, except to enforce an arbitration decision or to compel arbitration.

## **20. 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 of the exhibits when required by union agreements. Exhibitors planning to build special displays should employ union display companies in their fabrication, carpentry and electrical work.

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

Exhibitors not using Freeman, the official General Services Contractor, for general booth labor must notify SPARGO, Inc. of all EAC services 60 days prior to the first day of installation. Forms for providing Official Notification of Intent to Use an EAC will be in the Exhibitor Service Manual available to all Exhibitors who have paid the applicable deposit, in advance of the Exposition. 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 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 onsite rules, regulations, and guidelines for the use of staging spaces for equipment and personnel service desks. ASRM shall have authority to remove any EAC from any staging areas that are not inside Exhibitor's Exhibit Space.

EACs may not solicit business in the exhibit hall at any time. The Exhibitor is responsible for the actions of its EAC and all of the terms of this Agreement apply to the EAC subcontracting for the Exhibitor. The Exhibitor 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 Exposition.

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.

## **22. 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 any materials from the premises before the specified conclusion of the dismantling period set by ASRM.

In the event that an Exhibitor has not arrived on the exhibit floor by 3:00 p.m. local time 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 placing the exhibit

materials in storage, storing the exhibit materials, and removing the exhibit materials 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 exhibit floor officially closes. Failure to comply with this regulation may result in the forfeiture of priority points earned at the Exposition. 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. local time the last day of move-out. It is the Exhibitor's responsibility to arrange for exhibit material shipment, installation, dismantle and return shipment. Any Exposition materials/freight left on the exhibit floor without proper documentation at 2:00 p.m. local time on the last day of move-out will be shipped via Freeman Transportation at the exhibitor's expense.

### **23. 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.

### **24. 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.

### **25. Food and Beverage**

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

### **26. 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 includes monitoring the Exhibit Space 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.

### **27. Fire Regulations**

All Exhibitors 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 Space, 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 SPARGO, Inc. and the Convention Center prior to opening the Exposition. The Exhibitor is responsible for arranging for proper disposal of any approved hazardous material/waste, in accordance with the Convention Center's rules regarding hazardous material/waste disposal. 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.
- Flying objects to include Drones
- Helium filled balloons are not allowed in the exhibit hall.
- Portable space heaters
- Smoking and/or Vaping

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

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

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

No pictorial, visual or audio recording, or broadcasting of any type shall be made in the Venue or any other locations of Exposition sessions without the prior written approval of SPARGO, Inc. and the Convention Center. Photography and or video recording in the exhibit hall is prohibited. Photographing another exhibitor's booth is strictly prohibited.

## **30. 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 SPARGO, Inc. An approval form for giveaway items will be available in the Exhibitor Service Manual. Exhibitors that interact with physicians and other healthcare professionals during the Exposition should 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.

## **31. 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. SPARGO, Inc. shall have sole discretion in determining what is noisy, obstructive or objectionable.

## **32. 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 Exhibit Space. Should any claims be asserted against ASRM as a result of music played in Exhibitor's Exhibit Space, such claims will be covered by Exhibitor under the indemnity provided for in Section 18.

## **33. Presentation/Demonstrations**

Product presentations and demonstrations may occur within the Exhibit 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 Exposition 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 Exhibit Space design as attendees

cannot block or line up in aisles. Should any claims be asserted against ASRM as a result of product presentations or demonstrations occurring in Exhibitor's Exhibit Space, such claims will be covered by Exhibitor under the indemnity provided for in Section 18.

#### **34. Attendance**

Admission policies shall remain, at all times, the prerogative of ASRM, and may be revised or amended to suit unforeseen conditions.

#### **35. Exhibit Floor Age Restriction**

No one under the age of 16 is allowed in the exhibit hall/poster area at any time, including move-in and move-out. Only infants in arms are allowed during official exhibit/poster hours. No strollers will be permitted. Minors must be accompanied by an adult.

#### **36. Booth Personnel**

Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the Exhibitor's product or services. Exhibitors are allocated two complimentary Exhibitor badges per 100 square feet of contracted Exhibit Space. Exhibit Space personnel shall wear "exhibitor" badge identification furnished by ASRM at all times while they are in the Exhibit Space or on the exhibit floor. All other employees and representatives of the Exhibitor must register as Exposition attendees and wear their attendee badges. ASRM reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

#### **37. 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 SPARGO, Inc. "Display Rules and Regulations" provides details as to what is allowed for Exhibitor's Exhibit Space so as to enable use of the Exhibit Space without detriment to neighboring exhibitors or the Exposition. Please note that there are low ceiling areas in New Orleans Ernest N. Morial the Convention Center.

#### **38. 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. Electrical services are not included with your Exhibit Space and must be ordered through the vendor designated in the Exhibitor Service Manual.

#### **39. Use of Space**

Displays and demonstrations are limited to the confines of an Exhibitor's Exhibit Space, as is the distribution of literature or other items.

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

No Exhibitor nor 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 Exhibitor's Exhibit Space is strictly prohibited. These rules apply to all organizations, their vendors, contractors, staff, and agents in attendance at the Exposition. Exhibitors who have secured approved corporate support opportunities or other ASRM marketing programs may use these opportunities or programs to promote their products/services that have been approved for display by ASRM.

#### **41. 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 Exhibit Space, and no liability shall attach to ASRM for the costs that Exhibitor may incur to comply

with such requirements. 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. local time 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 Exhibit Space construction as suggested by the International Association of Expositions and Events (IAEE) and Healthcare Conventions & Exhibitors Association (HCEA). When designing your Exhibit Space, please keep in mind the following overall regulations:

- No exhibit may include, or overflow into, an aisle or an exhibit space occupied by another organization. This includes truss and lighting.
- No two-story exhibit space 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 exhibit space from the floor up to a minimum of eight feet (8') in height is required on all island exhibit spaces.

In-line, Corners and Perimeter Exhibit Space:

- In-line exhibit spaces 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 exhibit space may not exceed eight feet (8') including signs or lighting and no exhibit space may display an item or feature that exceeds 8' in height.
- Exhibit space 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 exhibit space may exceed the height of 4' to maintain clear visibility from one exhibit space into the next.
- Signs or any exhibit material hanging above in-line exhibit spaces is prohibited.
- A corner exhibit space is an in-line exhibit space exposed to aisles on two sides and are subject to the same rules as in-line exhibit spaces.
- Perimeter exhibit spaces are subject to the same rules as in-line exhibit spaces except the back wall height of the exhibit space may not exceed twelve feet (12').

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

Island Exhibit Spaces:

Island exhibit spaces 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 exhibit space is sixteen feet (16').
- A 50% see-through effect on the portion of the exhibit space 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 exhibit space.
- Exhibitors that have scheduled activities that will draw crowds in their exhibit spaces must make available (in contracted exhibit space) adequate room for lines.

- Island exhibit spaces are permitted to hang signs from the ceiling as long as they do not exceed twenty feet (20') in height.
- Renderings of island exhibit spaces must be submitted through the Exhibitor Resource Center for approval. If renderings are not submitted, SPARGO, Inc. 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 exhibit spaces 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.

#### **42. Carpet/Approved Floor Covering**

To improve the appearance of the exhibit hall, carpet is required in all exhibit spaces and is to be provided at the Exhibitor's expense. SPARGO, Inc. will have carpet installed, at the Exhibitor's expense, in exhibit spaces that do not have carpet installed by 3:00 p.m. local time on the last day of move-in.

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

Retail sales of Exhibitor goods must be requested and approved in writing by SPARGO, Inc. 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 New Orleans. Failure to have retail sales activity pre-approved by SPARGO, Inc. will result in the closing of the exhibit by SPARGO, Inc. and forfeiture of all Exhibit Space 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 Exposition, products and services for which orders are taken must be delivered by the Exhibitors to the purchaser at the close of the Exposition and not during the Exposition. Alternate arrangements must be made for delivery or distribution of goods sold. Exceptions to this regulation must be request in writing to SPARGO, Inc. at [asmexhibits@spargoinc.com](mailto:asmexhibits@spargoinc.com). An exhibitor found in violation will be excluded from the 2024 Exposition.

#### **44. 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 Exposition. The ASRM 2023 Scientific Congress & Expo logo may not be used in signs, advertising or promotion in any media.

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

Neither the ASRM, nor SPARGO, Inc. 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 Exposition. By having signed this Agreement, Exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless the ASRM, SPARGO, Inc., 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.

#### **46. Waiver of Rights**

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

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

ASRM reserves the exclusive right, in its sole discretion, to revise the Exposition exhibit floor plan and/or move assigned Exhibitors as necessary. All actions by ASRM regarding relocated space will be communicated to the primary Exhibitor contact.

#### **48. 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).

#### **49. 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.

#### **50. Agreement to Rules**

Exhibitor, for Exhibitor, and their 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.