American Society for Mass Spectrometry
69th ASMS Conference, October 31 - November 4, 2021
Pennsylvania Convention Center, Philadelphia, PA

ASMS Space Agreement – Terms & Conditions

Definitions
“Agreement” shall mean the Corporate Member Contract, any Addenda hereto, the Space Agreement, the Terms & Conditions and the 2021 Corporate Member Policies & Guidelines all of which shall collectively be a single integrated contract. “Authority” shall mean the owner and operator of the Pennsylvania Convention Center, located in the city of Philadelphia, PA, USA. “Center” shall mean those portions of the Pennsylvania Convention Center licensed to the American Society for Mass Spectrometry, “Conference” shall mean ASMS and 69th ASMS Conference show management. “Conference Week” shall mean October 31, 2021 through and including November 4, 2021. “Event” shall mean the 69th ASMS Conference, October 31 - November 4, 2021. “Exhibitor” shall mean the entity, its parent corporation or any subsidiaries on whose behalf the Agreement was executed. “Space” shall mean the booth and/or breakfast rooms, as assigned to the Exhibitor by the Conference.

Cancellation of Exhibit Booth, Hospitality Suite, Publisher’s Library Tabletop or Corporate Poster
- On or before September 1, 2021, company will be subject to a fee equal to 50% of total paid.
- After September 1, 2021, no refunds.

Use of Space
During the Event, Exhibitor shall use the Space only for the exhibit or display of equipment and/or materials manufactured, licensed, distributed and/or sold. Exhibitor shall not sublet or share the space with any other person or party. In no event shall Exhibitor conduct exhibits, seminars, or distribute literature either outside the Center or in any non-rented space within the Center at any time during Conference Week. No exhibitor-sponsored functions shall be held outside of the leased exposition space during the Event without the written permission of the Conference. Solicitation or advertisement of any type in the Center (outside of the exhibitors’ rented space) by exhibitor or Exhibitor’s contractor(s) is strictly prohibited. If the Exhibitor violates this Agreement, the Conference, may, at its option, remove from the Center Exhibitor’s exhibit, including all equipment and/or materials belonging to Exhibitor. Exhibitor shall pay the reasonable costs of removal without liability on the part of the Conference for any damage, loss or expense of any sort whatsoever. Exhibit back wall may not exceed 8 feet in height, including signwriting. Signwriting shall not exceed 4 feet in height. No booth may block the view of surrounding booths and must have adequate see-through area. Exhibitors shall be responsible for properly maintaining their space. Exhibitors may not place anything in the aisles of the exhibit hall. A standard easel and placard may be displayed in the hallways outside a hospitality suite. The Conference reserves the right to limit or restrict operations, which for any reason might be considered objectionable, without any liability for refund or damage.

Prohibited Exhibit Booth Conduct
The following practices are not permitted: 1) No equipment other than computers and data systems may be operating in exhibit booths; 2) Distribution of product samples or gifts such as mugs, hats, candy, pens, refreshments, etc., except during time specified by the Conference; 3) Use of audio equipment; 4) Use of noisy electrical or mechanical equipment; 5) Wearing of unfastened badges, company name plates, etc., except in addition to official Event badge; 6) Entry into another Exhibitor’s booth without permission of that Exhibitor; 7) Photographing or examining another Exhibitor’s booth without permission from that Exhibitor; 8) Use of ballons; 9) Demonstrations which interfere with neighboring exhibits or with the normal traffic flow in the aisles; 10) Demonstrations or activities which create a fire, safety or health hazard; 11) Any action, practice or activity which violates these terms and conditions. Any display or conduct by Exhibitor which is unnecessarily interfering with neighboring booths or interferes with free passage in the aisles will not be permitted. The Conference reserves the right to force re-arrangement or removal of any exhibit which, in the Conference’s opinion, does not comply with this requirement or to remove any personnel or exhibit for conduct which violates this requirement. Unethical conduct or infransion of rules by the Exhibitor will subject the Exhibitor to removal from the Center. This determination shall be at the sole discretion of the Conference. In this event it is agreed that no refund shall be made and further that no demand for redress will be made by the Exhibitor.

Installation and Removal of Exhibit Booths
Exhibitor must be fully installed by 3:00 pm, Sunday, October 31, 2021. After this hour, no installation work will be permitted without special permission from the Conference. All exhibits must remain intact until 2:00 pm on November 4, 2021 and may not be dismantled or removed until that hour. Early closing will be subject to Conference approval. Time will affect Exhibitor’s participation in future events.

Badges and Booth Staff
All representatives of Exhibitor must prominently wear the official Event badge at all times while in the Center and comply with all other badging and security requirements mandated by the Conference. During the Opening Reception and the Post Show Reception, Exhibitor’s booth must, at all times, be staffed by a representative or employee of Exhibitor. Exhibitor may only badge their employees, representatives of the company and/or distributors. Exhibitors will be held responsible for the behavior of anyone who registers as one of these categories. Each booth receives one full conference registration and two exhibits only passes. Any additional registrations may be purchased by paying the regular conference fee. Anyone in the exhibit hall during the hours of 7:30 am – 8:00 pm, Monday through Thursday of conference week must be wearing an official conference badge.

Hotel Door Drops
Any Exhibitor wishing to distribute literature, products, etc., hotels must request permission in writing from the Conference and must include a sample of the literature to be distributed.

Space Assignment
The Conference reserves the right to assign the Space and to regulate the use of the Space or the design and appearance of any booth or hospitality suite. This assignment designation and regulation shall be at the sole discretion of the Conference. The Conference reserves the right to reallocate booths if it becomes necessary. The Conference cannot guarantee that a company will not be placed near a competitor. In the event of a conflict regarding space, the Conference reserves the right to assign space, rearrange the floor plan, relocate any space or cancel the Event at any time prior to the exhibit opening.

Security
The Conference does not warrant or guarantee the presence of guards at any one time or place in the Conference Center. The Conference shall have no duty or obligation to safeguard or insure Exhibitor’s property or personnel. By its acceptance of this Agreement, Exhibitor understands and agrees that Exhibitor is solely responsible for protecting and securing its property and personnel.

Insurance
Exhibitors shall provide the Conference with a certificate of insurance evidencing the Conference’s interest and containing contractual liability insurance and covering claims of personal injury, death and property damage arising out of Exhibitor’s operations, assumed liability or use of the Space and Center with a combined single limit of at least $1,000,000. Exhibitor’s insurance must provide that it is primary coverage for all risks. The certificate of insurance shall name as additional insureds the American Society for Mass Spectrometry, Scientific Association Management and the Pennsylvania Convention Center for the duration of the conference.

Safety, Fire and Health
Exhibitor shall not use or permit on the exhibit space, any flammable materials such as theassen tissue paper, crepe paper, or other flammable items for decorations. All other materials used for decorative purposes must be treated with flame-proofing and approved by the Authority’s Fire Department. In addition, exhibitor shall not put up or operate any engine or motor or use oils, burning fluids, camphene, kerosene, naphtha, gasoline, or any other flammable chemical, for mechanical or any other purposes, or any agent other than electricity for illuminating any part of the Center. Subject to the foregoing, Exhibitor shall restrict the use of Hazardous Materials to those kinds of materials in small quantities that would be normally expected in conducting the activities. Such Hazardous Materials shall only be used in a safe and prudent manner and Exhibitor shall take all necessary precautions to safeguard other Hazardous Materials. Under no circumstances shall Exhibitor store, dispose or permit storage or disposal of any Hazardous Materials at the Center.

Indemnification Agreement
All exhibits must read and sign the Indemnification Agreement provided by the Conference and submit to conference office.

Condition of Center
Exhibitor understands and agrees that the Conference has only license to use the Center. The Conference is in no way responsible for the condition or maintenance of the Center. Exhibitor understands and agrees that all of the Exhibitor’s personal property of every kind or description which may at any time be in the Center shall be at the Exhibitor’s sole risk, or the risk of those claiming under Exhibitor. The Conference and the Authority shall not be liable for any damage to Exhibitor’s property or loss suffered by or on account of whatsoever caused by a leak or any other cause however including but not limited to water from any source whatsoever or from the bursting, overflowing or leaking of sewers or steam pipes or from heating or plumbing fixtures or from electrical wires or from gas or odors caused in any other manner whatsoever. The Exhibitor shall be responsible for the cost of any reasonable damages to the Center caused by the Exhibitor’s personnel or employees. Exhibitor is responsible for any damages or expense if because of the act or neglect of Exhibitor’s agents or employees, Exhibitor fails to vacate the Center by 10:00 pm on Thursday, November 4, 2021.

Amendments
The Conference reserves the right to interpret, amend and enforce these terms and conditions. Written notice of any amendments shall be given to each Exhibitor. Each Exhibitor, for himself/herself, his/her agents and employees agrees to abide by all terms and conditions set forth herein, or by any subsequent amendments or interpretations.

Enforcement
Any exhibitor not abiding by the terms and conditions set forth herein may forfeit the right to participate in future exhibitions, may be asked to leave the Event, and may be subject to additional penalties.