



American Society for Mass Spectrometry

71st ASMS Conference, June 4 - 8, 2023

George R. Brown Convention Center, Houston, TX

ASMS Space Agreement – Terms & Conditions

Definitions

“Agreement” shall mean the Corporate Member Order Form together with the Space Agreement – Terms & Conditions and the 2023 Corporate Member Policies & Guidelines all of which together shall form a single integrated contract. “Authority” shall mean the owner and operator of the George R. Brown Convention Center, located in the city of Houston, TX, USA. “Center” shall mean those portions of the George R. Brown Convention Center licensed to the American Society for Mass Spectrometry. “Conference” shall mean ASMS and 71st ASMS Conference show management. “Conference Week” shall mean June 4, 2023 through and including June 8, 2023. “Event” shall mean the 71st ASMS Conference, June 4 - 8, 2023. “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 and/or dinner rooms assigned to the Exhibitor by the Conference.

Cancellation of Exhibit Booth, Publisher’s Library Tabletop, Sponsorship, Breakfast/Dinner Room or Corporate Poster

- On or before April 1, 2023, company will be subject to a fee equal to 50% of total paid.
- After April 1, 2023, 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 by Exhibitor. Exhibitor shall not sublet or share the space with any other person or party. In no event shall Exhibitor conduct exhibitions, 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 either 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 signage. Sidewalls may 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. 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 unofficial 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 balloons;
- 9) Demonstrations which create an interference 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 unnecessarily obstructs 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 infraction 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

Exhibit booths must be fully installed by 3:00 pm, Sunday, June 4, 2023. After this hour, no installation work will be permitted without special permission from the Conference. All exhibits must remain intact until 2:30 pm on Thursday, June 8, 2023 and may not be dismantled or removed until that hour. Early teardown is strictly prohibited and 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 Poster Sessions, the Exhibitor’s booth must, at all times, be staffed by a representative or employee of Exhibitor. Exhibitor may only badge their own 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 10’ x 10’ 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 in conference 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. This assignment designation and regulation shall be at the sole discretion of the Conference. The Conference reserves the right to relocate booths if absolutely 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.

Advertising

Unless otherwise specified by the Conference, advertising, in any form, may not be purchased from outside agencies for display in, on, or around the Center, including parking areas and skyway or bridge systems connecting official conference hotels and the Center.

Security

The Conference does not warrant or guarantee the presence of guards at any particular time or place in the Center. The Conference shall have no duty or obligation to safeguard or insure Exhibitor’s property or personnel. By its execution of the 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 that during the Conference Week (June 4 - 8, 2023) Exhibitor will have in full force and effect a comprehensive general liability insurance policy also 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 George R. Brown Convention Center for the duration of the conference.

Safety, Fire and Health

Exhibitor shall not use or permit flammable materials such as bunting, 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 prevent releases of Hazardous Materials. Under no circumstances shall Exhibitor store, dispose or permit storage or disposal of any Hazardous Materials at the Center.

Indemnification Agreement

All exhibitors 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 not in any 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 any cause whatsoever 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 any and all reasonable costs to be paid to the Conference or Authority to restore any damage to the Center caused by the Exhibitor’s personnel and employees. The Exhibitor is also 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, June 8, 2023.

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 agree 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.