

ASPEN19 EXPO COMPLETE RULES AND REGULATIONS

STANDARD BOOTH AMENITIES

- Each linear booth consists of 8' fabric backdrop and 3' fabric divider drape
- Standard booth ID sign with your company name and booth number
- Aisle carpet throughout the exhibit hall (booth carpet not included)
- General exhibit hall cleaning
- Opening Night Reception
- Networking lunches
- Security
- Company Listing with logo (up to 50 words) in conference mobile app

Not included: All furniture, accessories, electrical requirements, carpeting, and cleaning for the exhibit space are the responsibility of the exhibitor.

All measurements shown on the floor plan are approximate. ASPEN reserves the right to make modifications as may be deemed necessary, making equitable adjustments with any exhibitor or exhibitors thereby affected. ASPEN also reserves the right to adjust the floor plan to meet the needs of the exhibition.

Complimentary Badges will be allocated as follows:

- One (1) full registration for each 100-sq. ft. reserved
- Three (3) Expo-only badges for each 100-sq. ft. reserved
- Exhibiting companies may purchase additional Expo-only badges for \$150—up to a maximum of 5 per company
- Expo-only badge holders are allowed access to exhibit hall, pre- and post-official exhibit hours, and General Sessions. General Sessions include the President's Address, Keynote Address, Dudrick Research Symposium, and Rhoads Research Lecture and Awards Ceremony

DEPOSITS AND PAYMENTS

Exhibitor Applications submitted prior to October 1, 2018 must include a 50% deposit. The remaining 50% deposit is due 30 days after the application is submitted or October 1 – whichever is later. Applications submitted after October 1, 2018 must include full payment.

ASPEN will enforce the payment schedule and all monies must be received prior to exhibiting. Onsite exhibitor reservation is not available.

Checks are payable to:

ASPEN
Attn: ASPEN Expo
8401 Colesville Rd., Ste. 510
Silver Spring, MD 20910
Tax ID# 52-1161382

For wire transfers:

ASPEN
Wells Fargo Bank
Silver Spring, MD 20910
Account # 2-00000-170-7753
Routing # 121000248
Swift Code = PNBPU33
(international only)
Transit ABA # 0550-032-01

CANCELLATION/REDUCTION OF SPACE

Cancellations made on or before September 30, 2018 will forfeit 50% of the total booth fee and will be charged a \$200 processing fee. An exhibitor who cancels their booth after September 30,

2018 will forfeit and pay to ASPEN, as liquidated damages, a sum of money equal to 100% of the full price of the exhibitors' booth space.

If an exhibitor reduces the size of its contracted booth space, a 10% service charge of the original contract price will be assessed by ASPEN. The payment previously received will be applied to the revised booth fee balance. ASPEN has the right to reassign the exhibitor to a different booth space based on revised size requirements.

Cancellations and space reduction requests must be submitted in writing to Valerie Mickiewicz at valeriem@nutritioncare.org.

ATTENDEE MOBILE APP

To be included in the Expo company listing in the Conference Mobile App, ASPEN must receive a signed agreement with the required information (company name, address, booth number, primary company contact name and website address) prior to February 1, 2019.

ASPEN reserves the right to accept or reject any promotional material, or to condition acceptance upon modification for any reason, which need not be disclosed.

TERMS AND CONDITIONS

ASPEN requires all exhibitors to feature a product or service applicable to the field of nutrition. ASPEN reserves the right to reject or remove any company that falsifies information on their application. ASPEN reserves the right to reject any sponsor, exhibitor or exhibit for any reason, which need not be disclosed to the party submitting the request.

Acceptance as an exhibitor does not mean the product or service exhibited is approved or endorsed by ASPEN. The exhibiting company shall not state or imply such approval or endorsement, before, during or after the meeting.

CANCELLATION OF CONFERENCE

If any cause beyond the ASPEN's control arises before or during the event which materially affects the conference such as strike(s), terrorism, destruction or damage of the hotel, acts of God, or a declaration of a local, state, or national emergency, it is expressly understood and agreed that ASPEN may retain as much of the payment for exhibit space as necessary to cover expenses incurred up to the time of such event and determine whether it will refund any portion of the payment for exhibit space.

PRIORITY POINTS

The following system is based on continuous financial support of the ASPEN Nutrition Science and Practice Conference. Earned priority point totals will be based on activity during the previous year's conference.

- Exhibitors will earn 1 point per 100 sq. ft. booth space
- Platinum Sponsors will earn 8 points
- Gold Sponsors will earn 4 points
- Silver Sponsors will earn 3 points
- Bronze Sponsors will earn 2 points
- Non-premium level sponsors will earn 1 point

PRIORITY POINTS PENALTIES

Any company that initiates tear-down prior to the published closing time of the Expo or is not present to conduct their contracted exhibit space will forfeit all priority points accrued.

ASSIGNMENT OF SPACE

Priority for space assignment is based on points awarded via official guidelines listed above. For 2019, all returning exhibitors will be given booth and sponsorship selection priority and meeting space based on total number of points earned at ASPEN18. Exhibit and function space requests received by new companies will be assigned on a space available basis only after all returning companies have made their selections. Space will become available on a first come first serve basis after June 25, 2018.

ASPEN cannot guarantee separation between competitors. Reasonable separation is considered one aisle. Every attempt will be made to honor this request; however, we cannot guarantee. ASPEN assumes no responsibility if an exhibiting company is located nearby or even adjacent to a competitor, especially if competitors are not identified at the time of registration. No changes to booth location are permitted on site.

DAMAGE

Exhibitors are responsible for all damage done to property or persons due to actions or omissions of the exhibitor or its employees or agents.

LIABILITY

ASPEN, its employees, directors, agents, volunteers and subcontractors, the facility, the general contractor, the employees thereof, and their representatives shall not be responsible for any injury, loss, theft or damage that may occur to or by the exhibitor or sponsor, its agents or employees, or property or materials arising from any cause whatsoever, prior, during, or subsequent to the exhibit except that each of the above named parties may be liable if it has acted with gross negligence or engaged in willful misconduct. Exhibitor or sponsor expressly understands that it releases ASPEN and agrees to indemnify, defend and hold harmless ASPEN, its employees, directors, agents, volunteers and subcontractors, the facility, and the general contractor from and against any and all claims for loss, theft, injury or damage due to its actions or omissions or those of its employees, agents, or contractors. The terms of this provision shall survive the termination or expiration of this Agreement.

SECURITY AND INSURANCE

As a courtesy, security for the perimeter of the exhibit area will be furnished by show management only during the event itself. The furnishing of such services is no guarantee against any loss or theft of any kind. Exhibitors must take provisions to safeguard their goods from the time they are placed in the booth until they are removed.

Exhibitors are required to insure themselves against property loss or damage and against liability for personal injury.

Exhibitors must arrange to have at least one representative in attendance at all times during exhibit hours and at least 15 minutes before and after show hours.

AMERICANS WITH DISABILITIES ACT (ADA)

ASPEN abides by the rules put forth in the Americans with Disabilities Act (ADA). Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their booth space, including, but not limited to wheelchair access and alternate formats of

collateral materials. If you have special needs or questions, please contact ASPEN at 301-587-6315.

COPYRIGHT LAW

No copyrighted music may be played or sung in the exhibition area in any fashion (including, nor limited to, background music on video or audio presentations) without obtaining appropriate licensing. The exhibitor shall indemnify, defend and hold harmless Show Management, ASPEN and the facility, their officers, directors, employees, and agents and save them free and harmless from any and all liability whatsoever, for any infringement of or other violation arising out of the use of copyrighted music. The terms of this provision shall survive the termination or expiration of this Agreement.

BOOTH INSTALLATION, DISMANTLING AND REMOVAL

Exhibitors who plan to have an exhibit service firm other than the official show decorator install, dismantle, and remove exhibits, must abide by the following rules:

- The exhibitor must notify the official show decorator in writing 30 days prior to the meeting with the name of the service firm, address, supervisor in attendance, and must furnish insurance certificates.
- Upon arrival at the exposition site, service companies must check in with the official show decorator to receive permits to work on the exposition floor. When possible, the names of service firm staff should be provided to show management 30 days prior to move-in

FOOD AND BEVERAGE DISTRIBUTION

Exhibiting companies will be allowed to distribute food and/or beverages from their booths. Food and beverage distribution is subject to the rules and regulations of the Phoenix Convention Center.

MUSIC, PHOTOGRAPHY AND VIDEOTAPING

Music and audio-visual devices with sound are permitted only in those locations approved by Show Management and at such decibel intensity as not to interfere with the activities of other exhibitors. Photography and videotaping other than by official Show Management photographers is not permitted within the exhibit hall at any time unless pre-approved by ASPEN. Only the exhibitor may grant permission to have its exhibit and or products photographed. By exhibiting at the Expo, exhibitors provide consent to have their exhibit/products photographed by the official conference photographer. Registration and attendance at or participation in the show or ASPEN meetings and other activities constitutes an agreement by the exhibitor on behalf of its employees, agents and contractors to ASPEN's use and distribution (both now and in the future) of the image or voice of exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

FIRE REGULATIONS

All exhibiting companies and their personnel must comply with the local, state, and federal fire regulations. All decorating materials, furniture, signs, and equipment must meet the local, city, and state fire and public safety regulations. Fire hose cabinets must be left accessible and in full view at all times. All display material must be flame proofed and subject to inspection by the Phoenix Fire Department. 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. Fire regulations require that any enclosed exhibit must be equipped with smoke detectors.

ASPEN requires that any exhibitor using or generating hazardous waste or potentially dangerous materials must obtain the written permission of ASPEN and the meeting venue prior to the opening of the Exhibition. Hazardous waste is any liquid, material, or substance that may cause fire, injury or make the air unsafe to breathe.

The following must be approved by ASPEN prior to the date of exhibition:

- Flammable liquids and combustibles
- Hazardous materials/waste and equipment
- Cooking devices (e.g., microwaves, hot plates, radiant ovens)
- Anything producing an open flame

Questions about Fire Department regulations should be directed to the Phoenix Convention Center.

SPECIAL REGULATIONS

ASPEN reserves the right to absolutely control or prohibit without recourse any exhibit or any part of any exhibit which, in its opinion, is not suitable or in keeping with the character of the exhibition. This reservation concerns persons, things, conduct, printed matter, souvenirs, catalogues, etc. Advertisements not meeting the approval of ASPEN must be removed upon request. Aisle space may not be used for exhibit purposes for displays or signs or for solicitation of business. Distribution of cards, circulars, samples or exhibit material is expressly forbidden in areas outside of the exhibit hall. Exhibitors will not be permitted to use strolling advertisements. Unethical conduct or infraction of rules on the part of the exhibitor or his representatives or both will subject the exhibitor or his representatives or both to dismissal from the exhibit hall. In this event, it is agreed no refund shall be made by ASPEN, and no demand or redress will be made by exhibitor or his representatives. Disregard for any rule stated here is considered just reason for ASPEN to prohibit any exhibitor from attending all future activities.

NO SOLICITATION POLICY

In response to exhibitor requests the show floor will be strictly policed to eliminate solicitation of exhibitors by other exhibitors and third parties. If you are approached please report it to the exhibitor registration desk immediately. Individuals who fail to observe the ASPEN No Solicitation Policy will be removed from the exhibition floor and jeopardize the participation of the exhibitor they represent. As a reminder of ASPEN policies, you are only allowed to distribute literature, journals, and promotional materials from your designated booth area. **Any distribution of the mentioned materials outside of your booth will be a violation of the guidelines set forth by ASPEN and subject to your removal from the exhibit floor. This will be strictly enforced.**

- A. Subletting of Space—The subletting or assigning of space is prohibited. Two or more firms may not exhibit in a single space.
- B. Exhibits in Other Areas—ASPEN forbids any company from displaying or demonstrating merchandise anywhere except in exhibit hall during the entire conference unless prior approval has been granted from ASPEN.
- C. Use of Projection Equipment, etc.—Projection of sound, pictures and the use of loud speakers, or megaphones must not interfere with other exhibits or aisle space.
- D. Care of Property—No signs or other articles are to be fastened to walls or electrical fixtures. The use of thumbtacks, scotch tape, nails, screws, bolts or any tool or material which could mark the floor or walls is prohibited. Any damage to the Exhibit Hall through carelessness of exhibitors, their employees, or agents must be paid for by the exhibitor causing such damage.

- E. Installation—Exhibits should be installed according to IAEE guidelines so they will not project beyond the space allotted or obstruct the view of, or interfere with, other exhibits.
- F. Minors—Children under the age of 18 will not be permitted inside the exhibit hall unless prior approval has been granted by ASPEN.
- G. Pets/Animals—No pets or animals will be permitted in the exhibit hall (exception: service dogs).
- H. Failure to Occupy Space—Any space not occupied by 5:00 p.m. Saturday, March 23, 2018 will be forfeited by the Exhibitor, and this space may be reassigned or used by ASPEN without refund, unless arrangements for delayed occupancy have been approved by ASPEN.
- I. Sales Activity—Exhibitors are responsible for obtaining a temporary tax license from the state of Arizona, if necessary.
- J. Handouts/Giveaways—ASPEN must review and approve each giveaway item.

BOOTH CONFIGURATIONS AND CONSTRUCTION

To maintain a uniform appearance, ASPEN has adopted the following guidelines for exhibit construction as suggested by the International Association of Expositions and Events ([IAEE](#)) and Healthcare Convention & Exhibitors Association ([HCEA](#)).

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

- Island exhibits may not exceed 20 feet in height
- No exhibitor will be allowed to merge two corner exhibits (peninsula or endcap exhibits)
- No exhibit may include, or overflow into, an aisle or an exhibit occupied by another organization
- No balloons are allowed in the convention center
- All exhibit spaces must be carpeted
- The common drape and aisle carpet used by ASPEN will be published in the exhibitor service manual

HANGING SIGNS/LIGHTS

Exhibitor's signs or lights may not bear the ASPEN or conference name or its logo.

For an island booth, the top of a sign suspended from the exhibit hall ceiling or attached to the exhibit booth must not exceed 20 feet from the exhibit hall floor and cannot block visibility of ASPEN signs or other exhibitors' booths. Hanging signs must be suspended directly over the island booth and not over the aisles. No part of any exhibitor signs shall be posted, nailed, or otherwise attached to columns, walls, floors, or other parts of the building or its furniture.

Lighting must be directly over or in the exhibitor's booth and may not extend into the aisles or neighboring booths. Exhibitor lighting cannot affect other exhibitors or aisles. It is the responsibility of the exhibiting company to notify their contractors and agents of the height restrictions for hanging signs and lighting.

ISLAND EXHIBITS

An island booth is a 400-square-foot (20'x20') or larger exhibit space exposed to the aisles on all 4 sides with a height restriction of 20 feet. Island booths must be constructed to allow access from all sides.

Island booths should have open sight lines around and through the design (including hanging signs/structures), so that the surrounding area can be viewed through the booth and that neighboring booths are not inappropriately obstructed. The top of the booth's sign must not extend more than 20 feet from the exhibit hall floor and cannot block visibility of ASPEN signs.

Exhibitors who wish to construct an island booth that will be 400 square feet or larger, are required to submit a digital drawing, rendering, or architectural plans to ASPEN by February 1, 2019. Any changes that occur after initial submission must be resubmitted to ASPEN for approval prior to the meeting. Should booth construction at the meeting deviate from the actual submitted and approved floor plans, ASPEN reserves the right to ask the exhibitor to make modifications at the exhibitor's expense. When scheduling activities that may draw crowds, exhibitors must make available (in contracted floor area) adequate space for lines.

STANDARD/LINEAR EXHIBITS

Exhibits and signage may not exceed 8 feet in height. In-line exhibits may not contain construction that exceeds four feet in height in the front five feet of the exhibit. Diagonal site lines of the exhibit (five feet from the back wall) may contain construction up to eight feet. Hanging signs are not permitted over standard/linear exhibits.

Should a booth violate any of these construction guidelines, ASPEN reserves the right to ask the exhibitor to make modifications at the exhibitor's expense. All changes to the floor plan must adhere to all prevailing fire regulations and must be made by ASPEN.

RULES AND REGULATIONS

Exhibitor agrees to be bound by the Rules and Regulations which are incorporated herein and by reference. Exhibitor agrees and understands that the Rules and Regulations may change from time to time, at the sole discretion of ASPEN. Exhibitors will be notified of any changes to the Rules and Regulations at the time of the change. ASPEN shall make the sole determination regarding the interpretation or violation of the Rules and Regulations. All decisions of ASPEN are final and are not subject to appeal or to review.

LIMITATION OF LIABILITY

LIMITATION OF LIABILITY: IN NO EVENT SHALL THE EXHIBIT FACILITY, ASPEN, AND THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "ASPEN PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND AGREEMENT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND AGREEMENT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE ASPEN PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT THE ASPEN PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE ASPEN PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY ASPEN PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS APPLICATION AND EXHIBIT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.