Eligibility to Exhibit

The ASM Microbe 2019 exhibits are an integral part of the Scientific Program. Products and services to be exhibited must be directly related to the conduct of science or medicine. ASM reserves the right to accept or reject at its sole discretion any application to exhibit and to determine the eligibility of any proposed exhibit.

Agreement to Terms, Conditions, and Rules

The exhibitor agrees to observe and abide by the Terms, Conditions and Rules set forth hereafter and by such additional Terms, Conditions and Rules made by the American Society for Microbiology (ASM) for the efficient or safe operation of ASM Microbe 2019 Exhibition (Show), including, but not limited to, those contained in the printed and online Exhibitor Prospectus (Prospectus), the Exhibitor Service Manual, and any correspondence from ASM or its agent(s). The exhibiting company will be held responsible for the activities of its employees and any agents appointed on its behalf. It is the responsibility of the exhibiting company to disseminate the rules and regulations among its staff and affiliates. Each exhibitor shall be responsible for compliance with the “Americans with Disabilities Act” with regard to their booth space. If an exhibitor does not abide by the Rules and Regulations established by ASM Exhibits Management, the Exhibitor shall forfeit the amount paid for exhibit space and will be excluded from participation on the exhibit floor.

Indemnification

The exhibitor agrees to indemnify, defend and hold harmless ASM, its officers, directors, agents, employees, and members, and the Moscone Center (both referred to as “INDEMNIFIED PARTIES”) from and against any and all claims, demands, suits, liability, damages, loss, costs, attorneys’ fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts, or failures to act, or negligence of the Exhibitor, or any of its officers, agents, employees, invitees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of these Terms, Conditions and Rules, or damage of any kind or nature arising out of or in connection with the exhibitor’s use and/or occupancy of exhibit space, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of a registered trademark. The exhibitor further agrees that INDEMNIFIED PARTIES shall not be held liable for, and are released from liability for, any damage, loss, theft, harm or injury to the person or property of the exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause including a claim that exhibitor violated any provision of the CAN-SPAM act in the use of ASM’s attendee list. The exhibitor is responsible and accountable for the actions of its staff and any appointed contractor or vendor.

Exhibitor Conduct

The exhibitor and its representatives shall not congregate or solicit trade in the aisles of the Exhibit Halls, other exhibitor’s exhibit space or in any other areas of the show building. The exhibitor shall not engage in any action or campaign that will distract attendees from attendance at the show or scientific sessions. The exhibitor shall not enter into another exhibitor’s exhibit space without invitation or when unattended. Neither the exhibitor nor any of its representatives shall conduct itself in a manner offensive to standards of decency or good taste. Representatives, models, employees, contractors, and agents of exhibitors must be attired in an appropriate business or business casual fashion to maintain the professional atmosphere of the Show. ASM reserves the right to retract or evict exhibitors for poor conduct, as stated above. Any dispute between exhibitors, or any issue with respect to interpretation of these Terms, Conditions and Rules for Exhibitor Conduct or any subsequent ASM rules or policies established governing exhibiting at the Show, shall be brought promptly to the attention of the Floor Manager, ASM Exhibits Management, or authorized ASM official, whose decision regarding the dispute shall be final and binding on all parties. All exhibitors, their staff and vendors are required to follow and abide by ASM’s Events Code of Conduct. Complete policy details can be found on Page 5 of this contract.

Interpretation and Amendment of Rules

ASM, in determining whether to accept an Exhibit Application and Contract for exhibit space in any subsequent year, may consider breaches or infractions of these terms, rules and regulations by an exhibitor in any year. In addition, infractions of the spirit of the rules by exhibitors or potential exhibitors at any time may be considered in determining whether to accept an application from such person or company seeking to exhibit at a future ASM meeting.

ASM Exhibits Management shall have full power to interpret or amend these rules and its decision is final. The exhibitor agrees to abide by any rules or regulations that may hereafter be adopted by Exhibits Management. ASM Exhibits Management promises its full cooperation for a successful show and will be pleased to work with the exhibitors toward this end.

Arrangement of Exhibits

Standard 10’x10’ booths with back wall drape and side rails, decorated with curtains and uniform two-line signs are provided without charge. Booth back wall drapes are 8 feet in height. Exhibitor is expected to comply with booth construction regulations outlined in the Exhibitor Service Manual. It is Exhibitor’s responsibility to provide these regulations to its Exhibitor-Designated Contractor (EDC). Island booths cannot exceed 20’ in height including but not limited to fixtures, components, trusses, and identification signs. ASM Exhibits Management requires all island booths to submit complete booth diagrams for review and approval. Complete booth diagrams include: heights and widths on all structures, overview of booth, and isometric views of booth. Detailed information & booth submission requirements will be included in the Exhibitor Service Manual.

Space Cancellation or Reduction Policy

Organizations participating in the exhibition may cancel or reduce the lease of exhibit space reserved at any time with written notice to ASM Exhibits Management via email to exhibitsinfo@asmusa.org.

The following schedule will be used for exhibit space cancellations or reductions:

- Booth cancellation or reduction requests received after October 5, 2018 but before February 15, 2019 will be responsible for 50% of the canceled/reduced space fees.
- No refunds will be made for cancellations/reductions received after February 15, 2019 and exhibitors will be responsible for paying an unpaid balance if one exists.
- ASM reserves the right to resell any canceled exhibit space without any notification to the canceling party or without refunding any fee paid by the exhibitor.
FDA Regulations and Restrictions

All medical devices or pharmaceutical products either exhibited or described in exhibitor literature must satisfy U.S. Food and Drug Administration (FDA) requirements—full compliance with applicable FDA approvals as well as with its guidelines regarding display, promotion and marketing of medical products. If an exhibited product remains under clinical investigation or investigational new drug application (INDA) procedures, that fact must be prominently disclosed. (Information regarding FDA regulations and approvals may be secured from the Agency.) Additional constraints may apply pending further FDA guidelines and ASM imposed regulations, and the Exhibitor agrees to comply with all then-applicable restrictions. ASM reserves the right to terminate this agreement, close the exhibit and remove the Exhibitor's property should ASM Exhibits Management determine, at its sole discretion that the exhibitor has violated these restrictions or is otherwise ineligible to participate in the show. The Exhibitor agrees to indemnify, hold harmless and defend ASM should any of its products or literature violate these rules, or transgress FDA requirements.

Fire Protection

Exhibitors must comply with all local fire regulations. Booth decorations must be flame-proofed, and all hangings must clear the floor. Electrical wiring must conform to all federal, state, and municipal government requirements. If inspection indicates that an exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, ASM reserves the right to cancel all or such part of the exhibit as may be irregular.

Insurance

It is the responsibility of each exhibitor to maintain insurance against injury, property damage, theft, fire, and any other forms of property loss. Exhibitor shall maintain at a minimum the following insurance: Workers’ Compensation insurance—statutory requirements; Employer’s Liability insurance—$100,000 each accident, $500,000 policy limits, and $100,000 each employee; Commercial General Liability insurance—$1,000,000 each occurrence; Personal Injury Liability insurance—$1,000,000 each occurrence; Business Automobile Liability—$1,000,000 each accident; Umbrella Liability—limit of not less than $1,000,000. If requested by ASM, Exhibitor shall provide ASM with certificates evidencing the required coverage before the conference. The exhibitor will, at its sole cost and expense, procure and maintain throughout the term of this contract worker’s compensation and occupational disease insurance in full compliance with all federal and state laws governing all of the exhibitor’s employees engaged in the performance of any work for the Exhibitor.

Mergers

In the event that an exhibiting company merges with, is acquired by, or purchases another exhibiting company, the seniority accumulated by either company (which is higher) will be used. ASM must be notified in writing of such changes, including a public announcement of the transaction.

Observed of Laws and Rules

The exhibitor must comply with all laws, rules, regulations and ordinances of federal, state and local government authorities, and all rules of the show building, the Moscone Center. Exhibitors will not display or bring into the exhibit any animal, bird, fish, or other non-human creature without written permission of ASM Exhibits Management and the Moscone Center.

Booth Activities, Promotions and Giveaways

Prior written consent of ASM is required for any giveaway or contest, for the employment or use of live model, demonstration or solicitor, and for any device for the mechanical reproduction or capture of sound or images. In all cases, all exhibitor activities must be confined to the exhibit space allotted by ASM Exhibits Management. ASM, at its sole discretion, may withdraw its consent for booth demonstrations and activities at any time, in which event the exhibitor shall terminate such activity immediately. Distribution of pamphlets, brochures or any advertising matter must be confined to the exhibit space unless expressly approved by ASM Exhibits Management.

Exhibitor-Designated Contractors

Exhibitor-Designated Contractors (EDCs) registered by the contracted exhibitor by May 3, 2019, deadline may provide installation and dismantling services for the exhibitor. The EDC must honor ASM’s policies. By May 3, 2019, any appointed Exhibitor-Designated Contractor must email an insurance certificate to ASM in the amount of $1,000,000 liability to include General Liability and Property Liability damage and showing full coverage for installation and dismantling days. This insurance certificate must be accompanied by a list of the clients you will be servicing at ASM Microbe 2019. All EDC notification forms and insurance certificates should be emailed to exhibitsinfo@asmusa.org

Inability to Hold Show

If, because of war, fire, strike, terrorist acts, exhibit facility construction or renovation project, government regulation, public catastrophe, act of God or the public enemy or other cause beyond the control of ASM, the Show or any part thereof is prevented from being held, is canceled by ASM, or the exhibit space becomes unavailable, ASM, in its sole discretion, shall determine and refund to the exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by the ASM and reasonable compensation to the ASM, but in no case shall the amount of the refund to the exhibitor exceed the amount of the exhibit fee paid.

Subletting of Exhibit Space

Subletting or sharing of exhibit space is not permitted. There may only be one approved exhibitor/company represented in an assigned standard exhibit booth. A participating exhibitor may not assist a non-participating representative in gaining access to the Exhibit Hall. This includes public relations firms and other third party vendors. All signs, advertisements, publications, materials, products, and representatives’ badges must reflect the name of the contracted exhibiting company. Refer to additional guidelines on the website.
Photography/Video Policy
Photographing or videotaping any exhibit booth is strictly prohibited. If a picture or video of your booth is desired, please contact the official ASM photographer. The use of other photographers is prohibited without the written permission of ASM. ASM Exhibits Management or security will confiscate the film or tape of any exhibitor who violates this rule. Attendance at, or participation in (as an exhibitor), ASM meetings and other activities constitutes an agreement by the exhibitor to ASM’s use and distribution (at any time) the exhibitor’s image or voice in photographs, videotapes, electronic reproductions, and audio tapes of such events and activities. An exhibit booth and/or product(s) may be photographed or videotaped only with the expressed permission of the contracted exhibitor of that booth.

Security/Loss Prevention
ASM will provide 24-hour security beginning with the first day of move in and continuing until the Exhibit Hall is vacated. ASM and the Moscone Center are not responsible for any loss of or damage to exhibitor property. Service forms for additional security personnel will be included in the Exhibitor Service Manual. Exhibitors are responsible for their equipment and property. All property of the exhibitor is understood to remain under his/her custody and control in transit to, within, and in transit from the confines of the Exhibit Hall. Security guards will patrol the aisles and perimeters of the exhibit area, but ASM, its agents and contractors, and the Moscone Center do not guarantee or protect the exhibitor against loss of any kind. Each party agrees to be responsible for its own property through insurance or self-insurance and shall hold harmless each of the other parties for any and all damage caused by theft and those perils normally covered by fire and extended coverage policy.

Selling of Products or Services
To assist companies with maximizing their exhibiting opportunity, exhibitors will be allowed to sell their products/services in the Exhibit Hall. Selling and processing of products/services are permitted if the products/services are the exhibitors’ own unaltered, marketed products; the products and services should be related to the conduct of science or medicine by ASM attendees; and all transactions are conducted in a manner consistent with the professional nature of the meeting. The exchange of checks and credit cards for a receipt for the purchaser. For security reasons, cash transactions are discouraged. It is the responsibility of the exhibitor to have all licenses, permits, and/or registrations required by the conference venue, city, municipality, and/or state. The exhibitor is responsible for compliance with all applicable tax laws. If any merchandise is sold on-site during an event, by either Show Management or Exhibitors, the State of California requires the selling party to have a valid California Seller’s Permit. This applies to all Exhibitors selling or taking orders from the Exhibit Floor. For more information on the California Seller’s Permit Application, please visit the California State Board of Equalization website: www.boe.ca.gov

Sound Restrictions
At no time should music, videos, or any electrical or other mechanical apparatus be played at a level that interferes with a neighboring exhibitor’s booth activities. Computers and television screens using audio/visual may be placed in booths provided that screens and receivers are placed in the rear of inline booths and the center of island booths to eliminate noise and congestion in the aisles and provided that the sound is held at a low level. Speakers and other sound devices must be positioned so sound is directed into the booth rather than into an aisle. ASM Exhibits Management reserves the right to determine what is appropriate regarding music, music volume, and video noise. ASM reserves the right to determine at what point sound constitutes interference with others and whether it must be discontinued.

Storage, Packing Crates, and Boxes
The exhibitor will not be permitted to store packing crates and boxes in the booth or the exhibit areas during the exhibit show hours. If there are unsightly boxes and/or storage behind booths, ASM Exhibits Management will instruct Freeman Expositions, Inc., to erect an end cap on corner booths at the exhibitor’s expense. It is the exhibitor’s responsibility to mark and identify all crates and boxes. Crates not properly marked or identified may be destroyed. No trunks, cases, or packing material shall be brought into or out of exhibit spaces during exhibit hours.

Union Labor
The exhibitor must comply with all union regulations applicable to installation, display and dismantling of its exhibit space, and all labor contracts and labor regulations in effect in the convention facility for the show. Full union guidelines will be included in the Exhibitor Service Manual.

Use of ASM’s Name/Logo
The names, insignias, logos, and acronyms of ASM are proprietary and use of these items is prohibited without the written permission of ASM.

Violation of Rules and Regulations
As a condition for exhibiting, each exhibitor shall agree to observe all policies on and off the show floor. The action taken against an exhibitor for violation of rules and regulations will be determined on the basis of the particular circumstances of each case. Some infractions will be communicated in a warning notice that may not result in a violation penalty accessed, if in the sole discretion of the ASM Exhibits Management it is deemed that corrective measures were completed within a timely fashion and no other parties were negatively impacted. Prior years’ warnings and penalties may be taken into account in assessing penalties. ASM reserves the right to levy a more severe penalty, including refusal of or termination of the exhibit, at its sole discretion without progressing through each of the following successive steps. In the event of such restriction or eviction, ASM will not be liable for any refunds on rentals or other exhibit expenses.

For most violations, the following penalties will be enforced: First violation—loss of 50% of priority points; second violation—loss of 100% of priority points; third violation—one year suspension of exhibit privileges; subsequent violations—company will not be eligible to exhibit at future ASM meetings. All sanctions also apply to non-exhibiting companies with an ASM exhibiting history.
ASM Events Code of Conduct

The American Society for Microbiology ("ASM") is the main forum for microbial sciences that considers and debates scientific issues in an orderly, respectful, and fair manner. The ASM is committed to providing an environment that encourages the free expression and exchange of scientific ideas and promotes equal opportunities and respectful treatment for all participants. All participants are expected to treat others with respect and consideration, follow venue rules, and alert ASM staff or security of any dangerous situations or anyone in distress.

ASM prohibits and will not tolerate any form of harassment or bullying at its events.

Harassment is unwanted and unwelcome attention or other conduct that creates an environment where a reasonable person would feel unwelcome, intimidated, excluded, or abused. Harassment based on gender, race, religion, national origin, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, and any other personal characteristic is strictly prohibited.

ASM will investigate all complaints of harassment, and investigations will be conducted in an unbiased manner. Violation of this code of conduct may result in the participant being asked to leave the event at which the incident occurred, without warning or refund; being barred from attending ASM events in the future; and, if relevant, being barred from or revocation of membership in the ASM. Event security and local police may be contacted in the event violators pose an imminent threat to others or are disrupting the event. If an ASM Staff member is found to be in violation, the ASM Headquarters Employment Policy (Prohibition against Sexual and Other Harassment and Discrimination) will be followed. Action regarding an ASM staff member may result in termination of employment.

This policy applies to all attendees, speakers, exhibitors, contractors, volunteers, and guests at ASM events. If a participant experiences or witnesses harassment, he/she should contact ASM staff (ASM staff are identifiable by their ASM Staff name badge) as soon as possible or contact security if they feel unsafe. Individuals may also report complaints via 866-209-5916 or https://www.ethcomp.com/asm. All complaints will be responded to promptly and treated seriously and, to the extent possible, confidentially. Complaints that require broader investigation will be handled by ASM’s Ethics Committee. ASM expressly forbids any retaliation against individuals for reporting harassment.

In the event that an individual knowingly provides false information regarding a harassment situation, ASM may take similar disciplinary action.