Eligibility to Exhibit
The 2018 ASM CVS exhibits are an integral part of the meeting program. Products and services to be exhibited must be directly related to the conduct of science or medicine. American Society for Microbiology (ASM) reserves the right to accept or reject at its sole discretion any application and determine the eligibility of any proposed exhibit. All exhibits will be assigned by ASM and will be located in the designated 2018 ASM CVS Exhibit Hall. No company or their representatives may display, demonstrate, or distribute their products and/or services in any location other than their designated exhibit space(s). Displaying promotional or advertisements, the distribution of printed materials, and the solicitation of orders outside of your exhibit space is strictly prohibited. These rules apply to all organizations, their vendors, contractors, staff and agents in attendance at the 2018 ASM CVS.

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 ASM for efficient or safe operation of the 2018 ASM CVS, including, but not limited to, those contained in the printed and online Exhibitor 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 on its behalf. It is the responsibility of the exhibiting company to disseminate all the rules and regulations among its staff and affiliates. Each exhibitor shall be responsible for compliance with “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 Palm Beach County Convention 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. 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 onsite ASM Exhibits Staff, or authorized ASM official, whose decision regarding the dispute shall be final and binding on all parties.

**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. 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 eight feet in height. In the area five feet forward from the rear background of each booth, display material may be placed up to a height not exceeding eight feet from the building floor. In any portion of the booth beyond five feet from the rear background of the booth, all parts of the exhibit shall be placed not to exceed four feet from the building floor.

**Reduction Policy**
Organizations participating in the exhibition may reduce the lease of exhibit space at any time with written notice to ASM via postal mail or email. The following schedule will be used when acknowledging booth reduction:

- Booth reduction requests received by December 15, 2017, will require a penalty payment of 10% of the total exhibit space reserved.
- Booth reduction requests received after December 15, 2017 and on or before February 5, 2018, will require a penalty payment of 50% of the total exhibit space reserved.
- No refunds will be made for reduction requests received after February 5, 2018.

**Cancellation Policy**
Organizations participating in the exhibition may cancel the lease of exhibit space reserved at any time with written notice to ASM via postal mail, email, or fax. The following schedule will be used when acknowledging booth cancellations:

- Booth cancellation requests received by January 12, 2018, will receive a refund of fees paid less a 10% processing fee of total exhibit space reserved.
- Booth cancellation requests received after January 12, 2018 and before March 5, 2018 will receive a refund of 50% of the total exhibit space reserved.
- No refunds will be made for cancellations received after March 5, 2018.
- If an exhibitor cancels their exhibit space after March 5, 2018, they will be responsible for paying any 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.
Continuing Education Credits (CE)
The granting of Continuing Education (CE) credits to meeting participants, in any category, from an exhibit space is prohibited unless approved by ASM.

Non-Exhibiting Companies
Non-exhibiting companies and their personnel agents, and contractors will not be permitted in the Exhibit Hall at any time. Non-exhibiting companies will not be allowed to display or demonstrate any services or products in the hotel at any time.

Product/Service Displays
The exhibitor is permitted to demonstrate devices, instruments, equipment or services, to make presentations and to distribute printed materials related to those products or services represented by their company. Please be aware that only those products or services that are related to the practice of microbiological research, diagnostic research, or the medical industry are permitted. If your organization has products or services that may not be related to microbiology or the medical/pharmaceutical industry they should not be displayed. If such products or services are displayed, ASM management will require you to remove the unrelated product or service from your exhibit. ASM reserves the right to decide the appropriateness of any service, product, literature, device, videotape, or audiotape.

No Shows
Exhibiting companies that reserve exhibit space and do not provide ASM with written notice of their inability to exhibit by May 1, 2018, will automatically be charged an additional lounge fee of $500, and are still responsible for paying any unpaid balance due of their exhibit fees, and may not be allowed to participate in future ASM Meetings.

Attire
All exhibitors and their agents are expected to dress and conduct themselves in a professional manner at all times and to comply with the rules, regulations, and policies of 2018 ASM CVS. Exhibitor representatives are required to staff their exhibit space(s) at all times when the exhibit hall is officially open. If your company is using models to demonstrate your product or service, they should also be in business attire. No revealing clothing, leotards, shorts, bikinis, or stretch pants are permitted.

Animals
Exhibitors will not display or bring into the exhibit any animal, bird, fish, or other non-human creature without written permission of Exhibits Management and the convention center.

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 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.
Internet/Web-based/Medical Record Exhibitors

Internet companies that offer web page hosting for scientists/physicians and their practices must require scientists/physicians to read and accept the terms of the site’s privacy, security, and/or confidentiality policies for information posted on the web site. These policies must disclose whether any information provided by the physician will be shared with third parties and describe how the information might be used and identify the third party. If any of the services provided involve the transfer of medical records electronically, then HIPAA guidelines must be observed. For further details, visit www.cms.hhs.gov/HIPAAgenInfo/. Internet companies must list on their web site any relationships with commercial entities (e.g., pharmaceuticals/diagnostic companies, etc.). Prior to requesting personal information from users online, companies must require users to read and accept the terms of the site’s online privacy policy.

Live Scanning

The use of ultrasound, x-ray, or laser equipment for the purpose of live scanning of humans is strictly monitored. ASM does not allow scanning of human models or animals. Bone density and/or ultrasound scanning of meeting participants may be approved on a case-by-case basis. Please email your written request to exhibitsinfo@asmusa.org no later than Monday, April 16, 2018. Make sure to provide a detailed letter with the specifications of the equipment you will be using, how it will be used, and a sample of liability waiver that participants will sign holding ASM harmless. This waiver must be approved by ASM.

Children in the Exhibit Hall

Children under the age of 18 are not permitted entry into session rooms or the Exhibit and Poster Hall during setup or dismantling hours. Parents or guardians must complete and sign a Minor Release Form to allow access onto the Exhibit and Poster Hall floor during show hours. This form will be available at the Registration counter in the Palm Beach County Convention Center. Children must remain with the parent/guardian at all times in the Exhibit and Poster Hall.

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.
Observance 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 Palm Beach County Convention 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 Palm Beach County Convention 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 Exhibits Management.

Surveys and Questionnaires
These guidelines are for exhibiting companies that will be asking convention registrations to complete a survey/questionnaire for marketing research, or analysis purposes.

- Written approval from ASM Exhibits Management is necessary if an exhibitor wishes to have ASM meeting attendees complete surveys or questionnaires. Submission of sample survey/questionnaire must be received by Monday, April 17, 2018. If you are only asking several questions to ‘qualify the registrant’, approval is not needed.
- A copy of the survey/questionnaire must be submitted with a written statement of the purpose, specific identification of who will have access to the information provided by the survey/questionnaire, and whether the information will be used in ads, publications, or statements to any news or media source.
- All meeting participants must be allowed to complete a survey if they so desire.
- An exhibitor may not deny an attendee from participating in a survey/questionnaire based on age, sex, race, or any other areas on the show floor.

Exhibitor Designated Contractors
Exhibitors must submit an Exhibitor Designated Contractors (EDCs) registered by the contracted exhibitor by Monday, April 16, 2018 deadline may provide move-in and move-out services for the exhibitor. The EDC must honor ASM’s policies. By Monday, April 16, 2018, any appointed Exhibitor Designated Contractor must mail an original (facsimiles are not accepted) 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 identify the exhibitor for which the EDC will be servicing at 2018 Clinical Virology Symposium.

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 the ASM, the Show or any part thereof is prevented from being held, is canceled by the ASM, or the Exhibit Space becomes unavailable, the 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
he contracted exhibiting company. Any violation of these regulations may result in an immediate shutdown and removal of the exhibit and materials in violation, as well as a loss of priority points. Additionally, organizations found to be in violation of these regulations risk denial of participation in future ASM meetings, and removal from ASM’s approved exhibitor list.

**Move-In and Move-Out Policies**

An exhibit not installed by 5:00 p.m., Saturday, May 5, 2018, will have its crates ad materials removed at the exhibitor’s expense and placed in off-site storage.

If an exhibit is not set by 5:00 p.m., Saturday, May 5, 2018, the organization will not be allowed to complete the installation of their exhibit until the morning of Sunday, May 6 with the approval of the Exhibits Manager. The exhibitor is responsible for notifying ASM Exhibits Manager on-site, if they are unable to have their booth ready by 5:00 p.m. on Saturday, May 5, 2018.

There will be an additional charge to an exhibitor for any materials or empty cartons placed in aisles after the aisle carpet has been cleaned. No refund of exhibit fees will be made for organizations that are unable to complete their exhibit installation by the time the Exhibit Hall opens.

Exhibitor Move-Out will take place on Tuesday, May 8 from 7:00 p.m. – 10:00 p.m. and on Wednesday, May 9 from 8:00 a.m. -12:00 p.m. No exhibitor is permitted to move-out prior to 7:00 p.m. on Tuesday, May 8.

**Materials Handling/Storage Hauling**

The official material handling contractor, Freeman will move all freight from the docks to the company’s exhibit space. This service includes:

- Storage prior to the show (30 days)
- Transportation from warehouse to exhibit
- Removal and storage of empty crates
- Reloading at show site

Freeman has the responsibility of receiving and handling all of the exhibit materials and empty crates. It is their responsibility to manage the docks and schedule vehicles for the smooth and efficient move-in/move-out of the Exhibit Hall. Freeman will not be responsible for any material it does not handle. ASM and the owners or managers of the Palm Beach County Convention Center shall not accept or store display materials or empty crates. Exhibitor shall make its own arrangements of shipment, delivery, receipt and storage of such materials and empty crates. Such arrangements may be made through Freeman, the Official Contractor, if desired, and Exhibitor shall in any event provide Freeman with copies of all bills of lading. An exhibitor may “hand carry” materials provided they do not use material handling equipment to assist them.

**Accessible Storage**

Accessible storage is available through Freeman; however, restrictions do apply to hours and the manner of transport. During show hours, materials must be hand-carried. No four-wheeled carts are allowed on the Exhibit Hall floor once the show has opened. Trash (boxes, plastic sleeves, etc.) may not be placed in the aisles, against a wall, or anywhere else in the Exhibit Hall except in a designated trash receptacle. These policies insure safe and traversable aisles for exhibitors and delegates. Accessible storage for sample materials and other items will be available. Prior to opening of each day’s show, you may order deliveries as necessary. Labor charges are the responsibility of the exhibiting company.

**Personal Unloading/Reloading of Exhibits Miscellaneous Deliveries**

All exhibit materials being personally delivered by vehicle to the Palm Beach County Convention Center must
be unloaded/reloaded at the loading dock. Exhibitors may unload and reload their own automobiles, station wagons, and minivans, provided they are full-time employees of the exhibiting company and can hand carry all materials. You are not allowed to use equipment such as dollies, hand trucks, pallets, jacks, etc. to unload or reload your own vehicle. Exhibitors should not be allowed to leave their vehicles unattended in the loading dock area. No truck deliveries are allowed through the main entrance of the convention center.

**Miscellaneous Deliveries**
Deliveries of items other than exhibit freight, e.g., equipment rentals, etc., must be sent through the Palm Beach County Convention Center loading dock and distributed through the Freeman Service Center. Delivery personnel will not be badged and cannot gain access to the Exhibit Hall. No deliveries may be made through the lobby of the hotel.

**After Hours Admission to the Exhibit Hall**
Exhibitors wearing badges may enter the Exhibit Hall one hour before the Exhibit Hall opens each day and may remain in the Exhibit Hall one hour after the close of the Exhibit Hall each day for straightening the booth. After hour demonstrations are not allowed. Exhibitors wearing badges may stay in the hall on Tuesday, May 8 until 10:00 p.m. Exhibitors needing access to the Exhibit Hall at times not stated above must get approval from ASM Exhibits Management and provide positive ID to security upon entering the hall. Only exhibitors with badges will be permitted to enter the Exhibit Hall.

**Photography/Video Policy**
Photographing or videotaping any exhibit booth is strictly prohibited. If a picture or video of your booth is desired, please ask an ASM Staff Member. ASM Management or security will confiscate the camera and remove photos or video 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 registrant or 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 at 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 Palm Beach County Convention 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 Palm Beach County Convention Center and 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 are directly 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 product or service is allowed. Every transaction must be accompanied by 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. For applications and information please contact: Florida Office of Tax and Revenue website at: http://floridarevenue.com/taxes/Pages/default.aspx.

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 televisions 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 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, Exhibits Management will instruct Freeman Decorating Services 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.

Unpacking/Porter Service
To maintain the aesthetic appeal of the meeting, any exhibitor unpacking products or giveaways must request porter service to remove refuse. ASM reserves the right to order porter service, at the exhibitor’s expense, for any exhibitor that does not properly discard refuse in a timely manner, or creates an unsafe environment.

Union Labor
The Exhibitor must comply with all union regulations applicable to installation, display and dismantling of Exhibit Space, and all labor contracts and labor regulations in effect in the convention facility for the show.

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 onsite Exhibits staff member 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.

All sanctions apply to non-exhibiting companies with an ASM exhibiting history.