1. Rules and Regulations. The term “Event” refers to the 2019 ASAE Annual Meeting & Exposition to be held August 10-13, 2019 at Greater Columbus Convention Center, Columbus, OH ("the Event"). The Event is owned, produced, and managed by ASAE. The term “Exhibitor” refers to the organization or person that applied for and has been granted exhibit space rental and such services as, but not limited to, booth space, utilities, building services, audio/visual, and additional visibility opportunities.

2. Application to Exhibit. The receipt by ASAE of a signed Application and Contract for Exhibit Space will constitute a binding contract (the "Agreement"). ASAE reserves the right to reject any application for space for any reason. If any Exhibitor changes management or is purchased by another company/organization, this Agreement becomes binding on such company/organization.

3. Exhibit Space Specifications. All booths are 10' deep and 10' wide. Each exhibiting company shall receive if high pipe and drape back wall; 3' high pipe and drape side wall; 7' 4" identification sign; 25-word company listing in the Onsite Guide, online, and in the conference app; pre-show attendee list; post-show attendee list; and one full-meeting registration per 100 sq. feet of exhibit space. Additional space may be purchased for an additional charge. The guest list will be available online and a printed list will be provided, excluding preshow attendee list; post-show attendee list; and one full-meeting registration. Any use of the list, including the use of such list for promotional and other marketing, is subject to the prior written approval of ASAE. Pre- and post-show attendee lists are for one-time use for promotion and follow-up of your participation in this ASAE event only. The post-show list will no longer be distributed 3 months after the show.

4. Exhibit Space Assignments. Exhibit space is initially assigned through a random online lottery on January 30 or 31, 2019. After the lottery, all space is assigned on a first-come, first-served basis. ASAE shall act in good faith to assign the Exhibitor's booth in the location indicated by Exhibitor. Notwithstanding the above, ASAE reserves the right to change the floor plan or to change the location assigned to Exhibitor at any time as it may, in its sole discretion, deem necessary in the best interest of the Event. Exhibitor shall not sublet or use all or any part of the booth space, or one per company in a shared booth, is included in booth fees, as noted above. Additional registrations, if desired, must be purchased for $695 each. Each Exhibitor representative must be registered to participate in the Event.

5. Cancellation/Downsizing of Booth Space Policy: All requests for cancellation or reduction of exhibit space must be made in writing and shall become effective upon receipt by ASAE. Due to the difficulty of determining and detailing the losses which would result from cancellation of exhibit space, the Exhibitor agrees not to distribute books or have a book signing event in their booth without receiving advance written permission from ASAE. Cancellation fees are as follows:

- If written notice of cancellation is received by ASAE on or before February 15, 2019, ASAE will retain or shall be owed a cancellation fee of $150.
- If written notice of cancellation is received by ASAE on or after February 16, 2019 but before April 12, 2019, ASAE will retain or shall be owed a cancellation fee equal to 50% of the total exhibit fee (not just the deposit).
- If written notice of cancellation is received by ASAE on or after April 13, 2019, ASAE will retain or shall be owed a cancellation fee equal to 100% of the total exhibit fee.

The above cancellation fee terms shall apply regardless of the execution date of this Agreement and regardless of any re-sale of booth space cancelled by Exhibitor.

6. If exhibit booth space is reduced, a fee of 20% of the difference in cost between the originally assigned exhibit space and the cost of the reduced exhibit space requested will be charged. The Exhibitor shall have the opportunity to receive a prorated fee. In the event that Exhibitor cancels all or part of the exhibit space, exhibitors requesting reductions in space will receive no refund for any difference in cost. Furthermore, ASAE has full authority to relocate any Exhibitor after downsizing of space.


8. Cancellation or postponement of Event. It is mutually agreed that, in the event that the Event is cancelled for any reason, then and thereupon this Agreement will be automatically terminated and ASAE management will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration of expenditures and commitments already made.

9. Payment of debts. Exhibitors must make required payments for exhibit space as outlined under payment information on page one. Exhibitors are further responsible for ensuring that there are no other deferrals owed to ASAE. If at any time Exhibitor should fail to make payment in full, Exhibitor agrees to pay all legal costs incurred by ASAE in the collection of any delinquent amounts. Exhibitor agrees to receive no further notice and without obligation to refund previously paid amounts. Any re-sale of exhibit space shall not result in a refund to the Exhibitor. Exhibitors may not move-in to their exhibit space until payment in full is received.

10. Exhibit Space Occupancy. Any Exhibitor that fails to occupy its assigned exhibit space by the end of published set-up hours, leaves its exhibit space unattended during Event hours, or becomes the subject of a formal complaint, or is placed on the list of bad standing, or in any close of the violation of rules shall be required to return the exhibit space to ASAE. ASAE further reserves the right to reject Exhibitor’s application to exhibit in future shows of ASAE. Further, ASAE in its absolute discretion shall have the right at any time to reject any application for space for any reason. If any Exhibitor changes management or is purchased by another company/organization, this Agreement becomes binding on such company/organization.

11. Arrangements of Exhibits. Exhibitor agrees to abide by all exhibit display guidelines published in the Exhibitor Services Kit. All booths must be carpeted, carpeting and furniture are not included in the exhibit fee. In the area five feet forward from the rear of the booth, display material may be placed up to a height not exceeding eight feet from the floor. All Exhibitors must remain within the confines of their own exhibit space, and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of other exhibits. Exhibitors agree to the right to demand modification of the appearance of doors of persons or mannequins used in conjunction with displays or demonstrations. Exhibits not conforming to these specifications, or which, in design, operation, or otherwise, are deemed objectionable by ASAE in its sole discretion, will be prohibited.

12. Handling and Storage. Neither ASAE nor the owners or managers of the Event facility will accept or store display materials or empty crates; Exhibitor shall make its own arrangements for shipment, delivery, receipt, and storage of such materials and empty crates. Such arrangements may be made through the Official Drayer, and Exhibitor shall in any event provide the Official Drayer with copies of all bills of lading.

13. Exhibitor Operation and conduct/Right of Entry and Inspection.

14. Exhibiting codes and Agreements.

15. Exhibiting codes and Agreements.

16. Books/Book signings. Exhibitors agree not to distribute books or have a book signing event in their booth without receiving advance written permission from ASAE.

17. Liability and insurance. This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between ASAE and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless, and defend ASAE, its officers, directors, employees, agents, affiliates, and subsidiaries (collectively, "Indemnified Party"), from and against any and all liens, claims, suits, judgments, losses, costs, damage, and expense of any kind whatsoever (including but not limited to cost, interest, and attorney's fees) with which any Indemnified Party may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that Exhibitor shall and hereby does agree to indemnify, hold harmless, and defend ASAE from and against any and all claims, losses, damages, costs, expenses, or liabilities that might arise as a direct result of any property of any kind on, or in the control of, or in connection with any exhibit booth, on-premise entertainment, or event facility, or in the course of any Indemnified Party's business, licensees, or invitees. Exhibitors must obtain insurance policies covering exhibit materials. Exhibitors shall also be liable for any losses or for omitting any Exhibit from any directory or listing pertaining to the Event.

18. Books/Book signings. Exhibitors agree not to distribute books or have a book signing event in their booth without receiving advance written permission from ASAE.

19. Protection of Exhibit Facility.

20. Interpretation and Enforcement. ASAE shall have the right to interpret and enforce the provisions of this Agreement and the conduct or operations of Exhibitors and/or their employees, agents, contractors, or representatives. It is mutually agreed that, in the event that the Event is cancelled for any reason, then and thereupon this Agreement will be automatically terminated and ASAE management will determine an equitable basis for the refund of a portion or all of the exhibit fees, after due consideration of expenditures and commitments already made.

21. Exhibiting codes and Agreements.

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25. Listing and promotional materials. By registering for the Event, the Exhibitor grants ASAE a fully paid, perpetual, non-exclusive license to use, display, reproduce the name of the Exhibitor in any directory or listing of the Event exhibitors and to use such names in promotional materials. ASAE shall not be liable for any errors in any listing or for omitting any Exhibitor from any directory or listing pertaining to the Event.

26. Books/Book signings. Exhibitors agree not to distribute books or have a book signing event in their booth without receiving advance written permission from ASAE.

27. Liability and insurance. This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between ASAE and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless, and defend ASAE, its officers, directors, employees, agents, affiliates, and subsidiaries (collectively, "Indemnified Party"), from and against any and all liens, claims, suits, judgments, losses, costs, damage, and expense of any kind whatsoever (including but not limited to cost, interest, and attorney’s fees) with which any Indemnified Party may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that Exhibitor shall and hereby does agree to indemnify, hold harmless, and defend ASAE from and against any and all claims, losses, damages, costs, expenses, or liabilities that might arise as a direct result of any property of any kind on, or in the control of, or in connection with any exhibit booth, on-premise entertainment, or event facility, or in the course of any Indemnified Party’s business, licensees, or invitees. Exhibitors must obtain insurance policies covering exhibit materials. Exhibitors shall also be liable for any losses or for omitting any Exhibit from any directory or listing pertaining to the Event.

28. Protection of Exhibit Facility. Exhibitor is expressly bound, at its expense, to promptly pay for or repair any and all damage to the exhibit facility, booth property, or the properties of others caused by the Exhibitor or any employees, agents, contractors, or representatives.

29. Interpretation and Enforcement. ASAE has full power to interpret and enforce all regulations for the Event and the power to make amendments and/or further regulations that are considered necessary for the proper conduct of the Event. Such decisions shall be binding on all Event exhibitors. Failure to comply with any rule or regulation may be sufficient cause for ASAE to require the immediate removal of the offending exhibitor and may result in forfeiture of all further rights to exhibit at future events sponsored by ASAE, together with all fees paid. ASAE may seize exhibit space so forfeited to another exhibitor.