

Eligibility for Exhibiting

The Convention exhibits are a vital extension of ASHA's continuing education program. ASHA reserves the right to determine the eligibility of any company wishing to exhibit. The acceptance of a product or service for exhibit does not constitute an endorsement by ASHA. Generally, all products and services to be exhibited must be related to the practice of speech-language pathology or audiology. Exceptions include certain Convention sponsors/corporate partners and other companies that will benefit the members. ASHA may deny or revoke eligibility based on a violation of any policy set forth in the exhibitor contract or for any action determined to detract from the character of the exhibition.

EOE Requirement

Only those companies certifying that they are equal opportunity employers will be eligible to exhibit at this Convention and subsequent Conventions held by ASHA.

2014 Official Exhibit Hours

November 20:	11:00 am – 6:30 pm
November 21:	9:00 am – 5:00 pm
November 22:	9:00 am – 2:00 pm

All exhibits must be fully staffed during these official exhibit hours. Any exhibiting company that tears down its exhibit before 2:00 pm on November 22 or is not fully staffed will forfeit its Early Bird lottery/drawing privileges for next year's Convention. ASHA reserves the right to alter the Convention hours in any manner in the best interest of the Association.

Installation and Dismantling of Exhibits

The Convention Center will be available from 2:00 pm to 6:00 pm on Tuesday, November 18, for islands and early move-in, and from 8:00 a.m. to 6:00 pm on Wednesday, November 19, for installation of exhibits. Please email Rtross@asha.org if you require early move-in or late move-in. Please note that overtime for all trades starts at 4:30 pm.

Carpet

The Exhibit Hall is not carpeted. Commercial exhibitors are required to provide carpet; carpet is not included in the price of the booth. If carpet is not in a booth by 5:00 pm on Wednesday, November 19, ASHA will order it and charge it to the exhibitor. Companies occupying island booths must have carpet to cover the entire booth or contract with GES to fill in the space with aisle carpet.

Commercial Booth Package

Booth space will be 10-ft × 10- ft. Each booth includes a draped 8-ft-high back wall, 3-ft-high side rails, and a uniform two-line booth sign if requested on your contract. The sign will include the company name, city/state, and booth number. Carpet, furnishings, electricity, internet and other additional services are NOT included in the price of the booth.

Institutional/Academic/Government/Nonprofit Booth Package

Booth space will be 10-ft × 10-ft. Each booth includes a draped 8-ft-high back wall, 3-ft-high side rails, and a uniform booth id sign. The sign will include the company name and booth number. A 10-ft × 10-ft carpet, 6-ft draped table, 2 side chairs, and a wastebasket are included in the price of the booth.

Island Booth

Display may not exceed 16-ft in height. Island booths must be open from all sides; drapes and a booth sign will not be provided. You may hang a sign from the ceiling in an island booth. You can order sign hanging from the Orange County Convention Center.

Standard Inline Booth

A maximum height of 10-ft is permitted on the back wall. The 10-ft height may extend 3-ft forward into the booth but then must drop to a 4-ft height limitation. If your display extends higher than the 8-ft back wall drape, the back of your booth must be finished, or the back of your booth will be draped at your expense. You must not block your neighbor's site line with your booth display. ASHA floor managers will be checking booth displays onsite.

Empty Storage

All shipping containers must be emptied and cleared away for storage by 5:00 pm on Wednesday, November 19. No freight can be brought in after aisle carpet is laid. Exhibitors may set out materials in their booths until 6:00 pm on Wednesday, November 19, as long as their activities do not interfere with laying the aisle carpet. Exhibitors may stay to complete their setup after 5:00 pm but cannot leave the Exhibit Hall and return. Exhibits may not be vacated or dismantled before 2:00 pm on Saturday, November 22.

Exhibitors displaying exhibitor badges will be allowed on the show floor to complete the daily setup of their booths beginning at 8:00 am. Once exhibitors leave the Exhibit Hall at the close of each day, they cannot reenter the Exhibit Hall. Exceptions must have approval from ASHA show management. You can receive approval to stay late from Exhibitor Registration onsite.

Exhibits must be dismantled, packed, and ready for shipping by 8:00 pm on Saturday, November 22. Drivers must check in no later than 9:00 am on Sunday, November 23.

Off-Site Activities

Exhibitors who plan to have off-site activities are encouraged to schedule their events before and after Convention programming (generally 8:00 am– 6:00 pm daily). Some restrictions apply during Educational Programming. To request a meeting or function space, please fill out the online form <http://www.asha.org/events/convention/request-function-space/>. Public notices of such events shall be displayed only in the exhibitor's booth. Notices may not be posted in any Convention hotel or in the Convention Center. Exhibitors may not pass out flyers in the aisles or place marketing material on the tables that are not located in their contracted exhibit space. Advertisements found outside an exhibitor's booth will be thrown out.

Contract Agreement

It is agreed and understood that the regulations stated here and on the signed online contract are part of a contract between the exhibitor and the Association, and that the submission of the application for exhibit space constitutes the exhibitor's agreement to abide by these regulations.

The exhibitor identified in the Application Form (“**Exhibitor**”) agrees to the following terms and conditions (“**Terms**”) as an exhibitor at the American Speech-Language-Hearing Association (“**ASHA**”) annual convention (“**Convention**”). The Convention will take place in West Halls B1-4 (“**Exhibit Hall**”) at the Orange County Convention Center, also known as the Orlando Convention Center or OCCC (“**Convention Center**”). The terms “**ASHA**” and “**ASHA Show Management**” refer interchangeably to the association and staff responsible for planning and implementation of the Convention. These Terms may be amended at any time by ASHA in its sole reasonable discretion, and all amendments shall be binding upon the Exhibitor upon publication. Any point not specifically covered in these rules is subject to the decision of ASHA, whose decision shall be final.

ADA Compliance: Exhibitor is solely responsible for ensuring that its booth and exhibits are in full compliance with the Americans with Disabilities Act (“**ADA**”), and for all costs related thereto. Exhibitor will indemnify, defend and hold harmless ASHA and the Convention Center for the failure of Exhibitor and its representatives to comply with ADA requirements.

ASHA Logos: ASHA, the ASHA circle trademark and logo, and the Convention marks and logos are the property of ASHA. Any use of these trademarks, marks, or logos without written authorization is strictly forbidden and a violation of state and federal law.

Booth Space: Exhibitor agrees to arrange its exhibit so that it will not obstruct the general view of the floor or hide other exhibits. Exhibit activities must be confined within the bounds of the Exhibitor’s booth. The Exhibitor may not tape, paste, thumbtack, nail, or otherwise affix signs or posters to the walls, columns, or booth drape, or hang things from sprinkler pipes. Exhibitor may not pass out flyers in the aisles or place marketing material on tables that are not located in their contracted exhibit space.

Breach of Terms: If the Exhibitor, its employees and/or agents breach these Terms, ASHA may terminate the Exhibitor’s right to occupy space at the Convention, at which time the Exhibitor agrees to close and remove its exhibit from the Exhibit Hall as soon as possible, without disruption of the Convention. If the Exhibitor does not promptly close its exhibit in accordance with such notice, ASHA may re-enter and take possession of the space occupied by the Exhibitor at the Convention, and may remove all persons and property at the Exhibitor’s risk. The Exhibitor shall pay all expenses and damages incurred by ASHA with respect to any breach of these Terms, and ASHA may retain any and all amounts paid by Exhibitor to ASHA to participate in the Convention. Sanctions for noncompliance with these Terms also include; ineligibility to exhibit at or attend any future ASHA meetings or events.

Carpet: The Exhibit Hall is not carpeted. Exhibitor is required to provide carpet for its booth by Wednesday, November 22 at 5:00 p.m. If Exhibitor has not provided carpet by such time, ASHA will force carpet, and Exhibitor will be charged. Any Exhibitor that occupies an island booth must have carpet to cover the entire booth.

Certificate of Insurance: ASHA requires that the Exhibitor maintains General Liability insurance consistent with the Exhibitor Manual and any other insurance required by the Convention Center. Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor’s participation in the Convention, including but not limited to worker’s compensation as required by law and, commercial general liability insurance in such amounts as are adequate, but in no event less than \$1,000,000 on an occurrence basis. Said insurance shall name ASHA and the Convention Center as additional insured, and shall state that such policy shall remain in full force and effect, notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall include a waiver of subrogation against ASHA. Upon request, Exhibitor must present proof or documentation of insurance to the satisfaction of ASHA or the Convention Center prior to entry and set up in the Exhibit Hall.

Children and Minimum Age: Children under 18 are prohibited from entering the Exhibit Hall at any time during the course of this Convention, including during installation, open hours, and move out.

Competing or Offsite Events: Exhibitor shall not conduct any competing event of more than 25 people during educational programming hours. Exhibitors who plan to have off-site activities must schedule their events before and after those published hours. Exhibitors may request meeting space through ASHA.

Condition of Eligibility: ASHA reserves the right to assess and determine eligibility of any company wishing to exhibit and/or sponsor at the Convention. ASHA may deny or revoke eligibility for cause based on a violation of any policy set forth in the Exhibitor Manual or these Terms. Companies wishing to exhibit or sponsor must be paid in full with ASHA and its official contractors by the onset of the Convention. ASHA reserves the right to deny access to, restrict, reject, or eject any exhibit (or person), which becomes objectionable. In any such event, no refunds will be issued.

Copyright and Licensing: Proper license agreements and intellectual property rights for all music, displays, graphics, and any other materials used by the Exhibitor during the Convention are the sole responsibility of the Exhibitor. The Exhibitor will defend, indemnify and hold harmless ASHA and the Convention Center for all losses or claims arising from the use of music, displays, graphics, and any other materials used by the Exhibitor during the Convention.

Default in Occupancy: Any failure by the Exhibitor to occupy space contracted for will not relieve the Exhibitor of the obligation of paying the full rental of such space as provided in the signed application. If the rented space is not occupied by the deadline for completion of installation of displays, such space may be possessed by ASHA.

Dispute Resolution; Governing Law and Venue: Any controversy or claim arising out of or relating to these Terms, or breach thereof, shall first be discussed informally for an amicable settlement between the parties and should that not succeed the parties shall attempt to resolve the matter by mediation. Should mediation not resolve the matter, it shall be settled by binding arbitration in the State of Maryland in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The exclusive jurisdiction and venue for any claims relating to these Terms that are not subject to arbitration for any reason shall be the state or superior courts of Maryland, or the federal courts located in Montgomery County Maryland, and the Exhibitor hereby submits to the personal jurisdiction of said courts. These Terms will be governed by and construed in accordance with the applicable laws of the state of Maryland, without regard to conflicts-of-laws principles. The parties hereto agree that the right to a trial by jury shall be waived regarding any and all claims related to this agreement.

Exhibitor Appointed Contractors "EACs": ASHA has designated official exhibition contractors. Exhibitor may contract directly with EACs by following the application procedures outlined in the Exhibitor Manual. ASHA assumes no responsibility or liability for such EACs. Exhibitor must use qualified union personnel for material handling, installing and dismantling exhibits, and other services as required by the Convention Center's rules and regulations provided here in the Exhibitor Service Manual.

Exhibitor Personnel: Exhibitor must have staff present at its booth during all open Convention hours. Exhibitor's personnel shall conduct themselves in a professional manner at all times. Any exhibiting company that vacates or tears down its exhibit prior to 2:00 p.m. on November 22, or is not staffed during the Convention, will forfeit its early bird lottery/drawing privileges for the following year's Convention, and may be charged a penalty of \$250.

Food, Alcohol and Catering: Center plate at the OCCC is the exclusive provider of food, beverage, and catering services within the Convention Center. Any and all food and beverage must be ordered and distributed by Centerplate.

Force Majeure: ASHA may postpone or terminate the Convention or any of its obligations hereunder without penalty in the event the Convention Center becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the Convention as scheduled due to any event beyond the control of ASHA or the Convention Center. In such an event, Exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of ASHA shall be to refund to Exhibitor all payments made for exhibit space, less a proportionate share of all expenses incurred and committed by ASHA, such as, but not limited to, advertising, convention center fees, etc., to the extent any monies remain after payment of such expenses.

Indemnification and Liability: The Exhibitor agrees to indemnify, defend and hold harmless ASHA, the Convention Center, and the City of Orlando from all losses arising from (a) any violation of any law, regulation or ordinance by the Exhibitor, its employees or agents, (b) any failure by the Exhibitor to comply strictly with these Terms and any applicable agreement between ASHA and the Convention Center regarding the exhibition premises which has been provided to Exhibitor, (c) use of any portion of the Convention Center by the Exhibitor, its employees, and/or agents, (d) the gross negligence, willful misconduct or fraud of the Exhibitor, its contractors, subcontractors, employees, and/or agents, and (e) personal injury or property damage caused by the Exhibitor, its employees and/or agents, except to the extent that such loss or damage is caused by the sole negligence or intentional acts of ASHA, the Convention Center, the City of Orlando: THE MAXIMUM LIABILITY OF ASHA AND THE CONVENTION CENTER FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT OF EXHIBIT SPACE RENTAL FEES PAID BY EXHIBITOR FOR THIS YEAR'S EXHIBIT. IN NO EVENT SHALL ASHA BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR IS SOLELY RESPONSIBLE FOR THE SECURITY OF ITS PROPERTY AND THE PROPERTY OF OTHERS UNDER ITS CONTROL. ASHA MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE CONVENTION OR THE EXHIBIT SPACE PROVIDED THEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

License of Exhibitor Materials: Exhibitor grants to ASHA and the Convention Center a fully paid, nonexclusive and worldwide license to use, store, reproduce, publish, distribute, and display Exhibitor's image, branding, marketing materials, trademarks, and other materials used or displayed at the Convention. The Exhibitor agrees to allow ASHA to use its photograph, branding, marketing materials, trademarks, and other materials used or displayed at the Convention in ASHA-related publications.

Location: Exhibitor agrees to abide by ASHA's decision regarding booth location and not to alter the location of its exhibit or booth without the written consent of ASHA. The Exhibitor may not sublet its space or any part thereof and may not permit non-exhibiting companies' representatives in its booth. There will be no objectionable noise or odor or other disagreeable feature attendant to any exhibit. ASHA reserves the right to restrict or relocate at the Exhibitor's expense any exhibits that become objectionable.

Non-Standard Displays and Materials: Exhibitors desiring to use non-standard booth equipment or any material conflicting in any way with the Exhibitor Manual must submit to ASHA a detailed sketch of the proposed layout and receive written variance approval from ASHA.

Photography and Recording: The services of an official professional photographer are used for the Convention and the Exhibitor consents to photographs being taken by such photographer. Exhibitor may not engage in photography, video production and/or graphic reproduction of other exhibitors' booths unless authorization is obtained from the exhibitor. Commercial use of photographs of attendees by exhibitors is prohibited unless written consent is given by the attendee. Personal photography is permitted at social functions. Audio, video and digital recordings, live streaming or broadcasting, and photography whether for personal or commercial use, are all strictly prohibited during any Convention education session.

Registration and Badges: All exhibitors must be registered and wear badges during Exhibit Hall move-in, move-out and open hours. Exhibitors with a "Full Registration" badge must wear their badge to attend sessions. "Exhibit Hall Only" exhibitors may not attend Educational sessions or claim Continuing Education Credits. All badged exhibitors may attend the Opening General Session and the ASHA Awards Ceremony.

Security: Exhibitor is responsible for the protection of its personnel, booth, displays and all other materials. ASHA will provide peripheral security in the Exhibit Hall (not individual booths) during move in and move out and during the dates of the Convention. Exhibitors may make arrangements for additional security, at their own expense, if so desired, through the official Convention security company. Exhibitor acknowledges that ASHA and the Convention Center do not carry insurance coverage for Exhibitor's property.

Selling Activities: If Exhibitor engages in selling activities, it must possess a valid seller's license, as required by the city of Orlando and collect appropriate sales tax. Upon request, Exhibitor must promptly (within 10 business days) provide ASHA with its seller's permit number (or reason for exemption).

If any part of any provision of this agreement shall be invalid or unenforceable in any respect, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provisions of these Terms. The parties are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture or agency relationship between the parties. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as otherwise provided herein. The parties agree that all rights and obligations provided in these Terms which do not expressly terminate pursuant to these Terms shall survive beyond the duration of these Terms and shall remain in full force and effect in perpetuity. These Terms represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. These terms may be modified only with the written consent of ASHA. The waiver of a breach of any of the terms hereof or of any default hereunder, shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the waiving party.