

# EXPO 2023 Metro Toronto Convention Centre, Toronto, ON, Canada

*Show Management:* The American Statistical Association (ASA) is acting as agent for the Joint Statistical Meetings and is hereafter referred to as the ASA.

Official Service Contractor is GES. No other contractors will be permitted without prior written approval of the ASA. Exhibitor will be solely responsible for arranging set-up and break-down services with the Official Service Contractor and for payment of all fees due to the Official Service Contractor for services rendered.

*Exhibitor Service Manual:* Complete shipping instructions and information regarding furniture and carpet rental, electrical work, labor for erecting and dismantling exhibits, drayage, etc., will be forwarded to exhibitors by May 2023. Exhibitors will be solely responsible for arranging these services with the appropriate contractor and for payment of all fees due to these contractors for services rendered.

*Shipments:* All exhibit material must be shipped as indicated in the Exhibitor Service Manual.

## **A. Space Rental**

*Booth Space:* Booth space will consist of a 10' deep x 10' wide area and include an 8' drape back wall, 3' drape sidewalls, booth identification sign, and three complimentary exhibitor badges.

*Furnishings:* Furniture and/or additional draping, accessories, signs, electrical service, computer equipment, phone lines, ISDN lines, etc., are the sole responsibility of the exhibitor and should be ordered in advance from the official show decorator on the forms provided in the Exhibitor Service Manual. Table coverings and all booth equipment must be of nonflammable material. All decorative materials must be fire-resistant and in accord with the standards established by the local fire department.

*Use of Space:* All demonstrations or other promotional activities must be confined to the limits of the exhibit booth. Sufficient space must be provided within the exhibit booth to contain persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near his/her booth free of congestion due to his/her demonstrations or other promotion. No exhibitor shall assign, sublet, or share the space allotted without the knowledge and prior written consent of the ASA. Exhibitors may show only goods manufactured or dealt in by them in the regular course of business. No firm or organization not assigned exhibit space will be permitted within the exhibit area. In all exhibit areas, no special signs, booth construction, apparatus, decorations, or lighting fixtures are permitted in excess of 8' in height. Maximum height for booth exhibits alongside dividers for the front half may not exceed 4' in from the aisle. Interference with the light or space of other exhibits is not permitted. Banners or other types of advertising cannot be higher than 8'. Display material exposing an unfinished surface to neighbor's booths is not permitted and must be finished at the exhibitor's expense.

*Floor Plan:* All dimensions and locations shown on the official floor plan are believed, but not warranted, to be accurate. Show Management reserves the right to make such modifications as may be necessary to meet the needs of the exhibitors and the exhibit program.

*Cancelations:* Cancelations will be refunded prior to April 30, 2023, 50% per booth. Cancelations received after April 30, 2023, will not be refunded. Cancelations must be submitted in writing or by email to the ASA Exhibits Manager. In the event that the ASA reschedules this event to a date in which Exhibitor cannot attend, Exhibitor will be entitled to a 100% refund.

*Rejections and Penalties:* The ASA reserves the right to refuse exhibit space to any applicant and to restrict or evict any exhibit that, in the sole discretion and opinion of the ASA, is or becomes objectionable or detracts from the general character of the exposition as a whole. This includes persons, things, conduct, printed matter, or anything of a character that the ASA determines is objectionable. In the event of such restriction or eviction, the ASA shall not be liable for any refunds or other exhibit expenses of exhibitors.

## **B. Construction, Installation, and Use of Exhibit Facilities**

*Installation and Dismantling:* All installation and dismantling of exhibits must be carried out during the time indicated in the accompanying exhibit information. No exhibit may be erected after the exhibition opens or be dismantled before the official closing time. It is the responsibility of the exhibitor to see that all his/her materials are delivered to the exhibit hall and removed from the exhibit hall by the specified deadline. All property is to be shipped to and from the official drayage company, GES.

*Construction:* Exhibits shall be constructed and arranged so that they do not obstruct the general view or hide the exhibits of others. No side wall higher than 33" may extend forward from the back wall more than one-half the depth of the exhibit space. Exhibitors desiring to use other than standard booth equipment, or desiring to use any signs or material conflicting in any way with the above regulations, must submit two copies of a detailed sketch of the proposed layout at least 30 days before the meeting, or before construction is ordered, and receive written approval from the ASA.

*Independent Contractors/Display Houses:* If an exhibitor plans to use a firm other than the Official Service Contractor, the exhibitor must inform the ASA in writing no later than July 5, 2023. If not received by that date, the independent firm is not permitted to service the exhibit and the work must be performed and/or supervised by the Official Service Contractor at the expense of the exhibitor. The Exhibitor-Appointed Contractor must have all

business licenses, permits, and worker's compensation insurance required by the state and city governments and the convention facility management prior to commencing work. The contractor must provide the ASA with evidence of contractor's worker's compensation coverage and certificate demonstrating adequate liability coverage (minimum of \$1,000,000, including property damage) prior to obtaining approval of such contractor by the ASA. Such items must be provided no later than July 5, 2023. Details are in the Exhibit Service Manual.

*Business License/State Sales Tax:* Procurement of any applicable business license(s), collection of sales and use taxes, and payment to the state are the responsibility of the exhibitor. ASCAP and BMI licenses for live or recorded music in a booth are also the responsibility of the exhibitor, and the exhibitor shall indemnify and hold harmless the ASA and its officers, directors, employees, and agents from any liability or expense resulting from any copyright infringement by the exhibitor or its employee or agents.

*Care of Building and Equipment:* Exhibitors or their agents must not injure or deface the walls or floors of the building, the booths, or the equipment of the booths. When such damage appears and has been caused by exhibitor, its agents, employees, and invitees, the exhibitor is liable to the owner of the property so damaged. All materials used in decoration must be flame-proofed. Electrical wiring must conform to the National Electrical Code Safety Rules. Combustible materials or explosives are not permitted in the exhibit hall.

### **C. Liability**

*Hold Harmless:* The exhibiting company assumes the responsibility, to the extent the exhibiting company, its agents, employees, and invitees are responsible, and hereby agrees to protect, defend, indemnify, and hold harmless the ASA, the Joint Statistical Meetings, GES, Metro Toronto Convention Centre, and each of the foregoing organizations or entities, owners and operators, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses, or damages to persons or tangible property, governmental charges or fines, and reasonable attorney's fees to the extent caused by the negligence or willful misconduct of the exhibitor, its agents, employees, and invitees or the installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof, excluding any such liability caused by the gross negligence or willful misconduct of the ASA, the Joint Statistical Meetings, GES, Metro Toronto Convention Centre, and its employees and agents.

The exhibitor shall obtain and keep in force for the term of the installation and use for the exhibit premises policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the contractual liability set forth in the foregoing paragraph, hereof, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage. The ASA, the Joint Statistical Meetings, and Metro Toronto Convention Centre, its owner and operator, shall be included in such policies as additionally named insureds. In addition, the exhibitor acknowledges that the ASA, Joint Statistical Meetings, Metro Toronto Convention Centre, or its owners and operator maintain insurance covering exhibitor's property and that it is the sole responsibility of the exhibitor to obtain business interruption and property damage insurance insuring any losses by the exhibitor.

*Force Majeure:* Neither the exhibitor, the ASA, nor the Joint Statistical Meetings shall be liable for any delay or failure to comply with any term of this contract due wholly or in part to force majeure (as defined below). These obligations of the exhibitor, the ASA, and the Joint Statistical Meetings that cannot be met due to force majeure shall be suspended during the continuance of the force majeure occurrence and the failure to perform such obligations shall not be a breach of this contract. As used in this contract, "force majeure" shall mean causes beyond the reasonable control of the exhibitor, the ASA, or the Joint Statistical Meetings and without their fault or negligence, including, but not limited to, acts of God, war, government regulation, disaster, civil disorder, strike, labor disputes, weather conditions, curtailment of transportation facilities, or any other condition beyond either party's reasonable control making it illegal, inadvisable, or impractical to provide the facilities or to hold the meeting, or which internally impacts on the ability to provide the facilities or hold the meeting.

*Damage Limitation:* In no event shall the exhibitor's damages for any claim or suit against the ASA and/or the Joint Statistical Meetings related to this contract exceed the Booth Rental Fee paid to the ASA by the exhibitor. In the event the exhibition is canceled, the ASA and the Joint Statistical Meetings shall be entitled to deduct from amounts otherwise due the exhibitor a proportionate share of all expenses incurred by the ASA and the Joint Statistical Meetings in connection with the arrangement of the exhibition.

*Security:* Security will be provided in the exhibit hall during the hours the exhibit hall is closed. However, except for the ASA, Joint Statistical Meetings, and Metro Toronto Convention Centre's gross negligence or willful misconduct, the exhibitor is responsible for his/her own exhibit material and should insure his exhibit against loss or damage. Please put items of value out of sight each night. All property of the exhibitor is understood to remain in his/her care, custody, and control in transit to, from, and within the confines of the exhibit area.

*Governing Law:* This contract shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

*Americans with Disabilities Act:* In compliance with the Americans with Disabilities Act (ADA), each exhibitor must comply with the ADA and modify policies, practices, and procedures, as necessary, to enable individuals with disabilities to participate equally within the confines of their exhibit space. This includes, but is not limited to, setting up exhibits, seating, and access ways in an accessible manner and otherwise removing physical barriers created in connection with the event and providing auxiliary aids and services where necessary to ensure effective communication to individuals with disabilities who participate or desire to participate. Each exhibitor shall be responsible for compliance with the ADA within his/her exhibit space, including the provision of auxiliary aids and services as needed.