This Application and Contract to participate in the AmSECT 61st International Conference ("Event") at the Hyatt Regency Orlando ("Facility") over March 24-26, 2023 including but not limited to move-in and move out dates ("Event Dates") shall become effective when it has been submitted by the exhibiting company and accepted by the American Society of Extracorporeal Technology (AmSECT). The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by AmSECT, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between AmSECT and exhibiting company ("Exhibitor").

1. **BOOTH RENTAL FEE**

   Basic Booth Space will be rented at the rate of $27.00 per square foot, or $2,700 per 10’ x 10’ booth space. All spaces are sold in 10’x10’ increments.

   Included in your Booth Space:
   - Pipe and Drape: 8’ back wall; 3’ side rail drapes
   - 7’ x 44’ Identification Sign
   - (2) Side Chairs
   - (1) 6’ Skirted Table
   - (1) Wastebasket
   - (2) Exhibit Badges
   - Pre-Show & Post-Show Attendee List (attendees that opt-in to share information only)

   The facility is carpeted. Should you wish to order a different color, this can be done through the Exhibitor Service Manual at cost to the exhibitor.

2. **ASSIGNMENT OF SPACE**

   All Contracts received will be assigned on a first-come, first-served basis with the exception of Corporate Sponsors. Corporate Sponsor are given priority selection as a part of their contract with AmSECT.

   If an Exhibitor is acquired by another exhibitor after their initial space selection, the acquired exhibitor can move to the acquiring exhibitor’s booth without any financial liability. Alternatively, the acquired exhibitor may retain its contracted space to exhibit its own products and also may display the company name of the acquiring exhibitor but not the acquiring exhibitor’s products.

   Exhibitor should frequently review its space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor’s responsibility to keep up with changes to their assigned area. AmSECT anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor’s selection of space.

   AmSECT will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, Exhibitor shall submit a written request, including the requested size of space to sponsorship@amsect.org. Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by AmSECT.

   AmSECT reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.
3. **PAYMENTS, CANCELLATIONS & REFUNDS**

Exhibitor must remit a 100% percent of the total Exhibit Booth Fee within 30 days of the submission of this Contract. A Contract will not be processed, nor space assigned, without the required Exhibit Booth Fee payments. Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Checks must be payable to AmSECT and can be remitted to the following address via the U.S. Postal Service:

    AmSECT Exhibits  
    PO Box 776299  
    Chicago, IL 60677

For ACH/wire payments, please email pbrayley@smithbucklin.com for remittance instructions.

AmSECT reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

4. **CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR**

Cancellation of exhibit space must be directed via email to sponsorship@amsect.org, provided that the cancelling Exhibitor obtains confirmation of AmSECT’s receipt of the email on or before the cancellation deadline.

Sponsors may not cancel after their acceptance by AmSECT except for breach of this agreement by AmSECT. No refunds will be provided for sponsorships.

For cancellations of space received between contract submission and December 31, 2022, Exhibitor is responsible for, and AmSECT shall be entitled to retain, 50% percent of the total Exhibit Booth Fee as a cancellation fee. Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space on or after January 1, 2023.

Notwithstanding the foregoing, Exhibitor will have no right to cancel all or any portion of assigned exhibit space or this Contract subsequent to AmSECT’s cancellation of the Event pursuant to Section 7.

5. **CANCELLATION OR CHANGES TO AMSECT 61ST INTERNATIONAL CONFERENCE BY AMSECT**

If for any reason beyond AmSECT’s control AmSECT determines that the AmSECT 61st International Conference must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that AmSECT shall not refund any amounts Exhibitor paid towards the Exhibit Booth Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of AmSECT or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to AmSECT for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

6. **ELIGIBILITY TO EXHIBIT**

AmSECT reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of AmSECT the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor’s eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should AmSECT determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), AmSECT may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor.

7. **SUBLETTING OF EXHIBIT SPACE PROHIBITED**

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of AmSECT 61st International Conference as determined by AmSECT in its sole discretion.

8. **PROMOTIONAL ACTIVITIES**
Further, Exhibitor shall not engage in any promotional activities which AmSECT determines to be outside the purpose and/or character of the AmSECT 61st International Conference as determined by AmSECT in its sole discretion.

9. RETAIL SALES

No retail sales, where payment is received and product delivered, are permitted in the exhibit hall of the Event ("Exhibit Hall") at any time. Payment and/or orders may be taken for future delivery.

10. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to AmSECT that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify AmSECT of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party’s trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold AmSECT, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys’ fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, AmSECT, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

11. USE OF AMSECT NAME

AmSECT, AmSECT 61st International Conference, and Event logo are registered trademarks owned by AmSECT. Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor’s participation as an exhibitor at the AmSECT 61st International Conference Participation in the Event does not imply endorsement or approval by AmSECT of any product, service or participant and none shall be claimed by any participant.

12. SET-UP TIME

Set-up of exhibits begins in the Facility on Thursday, March 23 at 8:00am. If an exhibit is not set-up by 12:30pm on Friday, March 24, AmSECT reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. AmSECT reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor’s expense. AmSECT reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes. No refund will be made to the original contracting Exhibitor with respect to AmSECT’s election of any rights under this Section 14.

13. EVENT HOURS

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thursday, March 23</td>
<td>8:00am – 5:00pm (Move-In)</td>
</tr>
<tr>
<td>Friday, March 24</td>
<td>8:00am – 12:30pm (Move-In)</td>
</tr>
<tr>
<td>Friday, March 24</td>
<td>2:45pm – 7:30pm (Exhibit Hall Open)</td>
</tr>
<tr>
<td></td>
<td>2:45pm – 3:15pm; 5:45pm – 7:30pm (Dedicated Hours)</td>
</tr>
<tr>
<td>Saturday, March 25</td>
<td>10:00am – 3:15pm (Exhibit Hall Open)</td>
</tr>
<tr>
<td></td>
<td>10:00am – 11:00am; 2:30pm – 3:15pm (Dedicated Hours)</td>
</tr>
<tr>
<td>Saturday, March 25</td>
<td>3:15pm – 8:00pm (Move-Out)</td>
</tr>
<tr>
<td>Sunday, March 26</td>
<td>8:00am – 12:30pm (Move-Out)</td>
</tr>
</tbody>
</table>

14. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall on Saturday, March 25 at 3:15pm. No part of an exhibit shall be removed during the Show Hours without special permission from AmSECT. Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall may lose part or all of its priority points and may entirely lose the privilege of exhibiting at future AmSECT events.
All freight must be removed from Facility by 12:30pm on Sunday, March 26. If exhibits are not removed by this time, AmSECT reserves the right to remove exhibits and charge the expense to Exhibitor and AmSECT shall have no liability for any loss or damage to Exhibitor’s exhibit property caused by such removal.

15. BADGES

Exhibitor will be provided (2) complimentary Exhibit Badges per 100 sq. ft. of exhibit space purchased which include access to the Exhibit Hall. Exhibit badges are for Exhibitor’s full and part time employees or contractors. Exhibitor badges and Exhibitor Full Conference badges allow access to the Exhibit Hall during the following move-in, Show Hours and move-out:

- Thursday, March 23: 8:00am – 5:00pm (Move-In)
- Friday, March 24: 8:00am – 12:30pm (Move-In)
- Friday, March 24: 2:45pm – 7:30pm (Exhibit Hall Open)
- Saturday, March 25: 10:00am – 3:15pm (Exhibit Hall Open)
- Saturday, March 25: 3:15pm – 8:00pm (Move-Out)
- Sunday, March 26: 8:00am – 12:30pm (Move-Out)

Event attendees do not have access to the Exhibit Hall until Friday, March 24 at 5:45pm. Should an Exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of AmSECT, lose part or all of its company’s priority points, and may entirely lose the privilege of exhibiting in future AmSECT events. AmSECT reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

16. MINIMUM AGE FOR ADMISSION

Children under the age of 16 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of 16 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

17. EXHIBITOR LIABILITY

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither AmSECT, its directors, officers, employees, agents, subcontractors, nor Smithbucklin, (collectively “Show Management”) are responsible for Exhibitor’s property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

18. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold Show Management, AmSECT, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or AmSECT is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys’ fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR AmSECT BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

19. INSURANCE

Exhibitor is required to maintain and to provide a certificate of insurance to Show Management on or before February 24, 2023 evidencing the following:

(a) General liability with limits not less than $1,000,000 per occurrence, $2,000,000 in the aggregate
(b) Owned (if applicable), hired and non-owned auto liability with limits not less than $1,000,000 per occurrence
(c) Workers’ compensation with state statutory limits
(d) Employer’s liability with limits not less than $500,000
(e) Commercial umbrella liability with limits not less than $5,000,000
(f) Personal property and equipment on a special form replacement cost basis

AmSECT, Smithbucklin Corporation and the Hyatt Regency Orlando, are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Exhibitor will not be permitted to set up its booth prior to submitting the proper certificates. Certificates should be sent to:

AmSECT Show Management
C/O Smithbucklin
Chicago, IL 60611 USA

20. USE OF SPACE — GENERAL

(a) Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. AmSECT also reserves the right to remove, at Exhibitor’s cost, any promotional material or product deemed by Show Management as not suitable for display at the AmSECT 61st International Conference.

(b) Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.

(c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.

(d) Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor’s exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.

(e) Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved with AmSECT. Details should be submitted to Show Management via email to sponsorship@amsect.org at least 10 business days prior to the start of the Event. AmSECT reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.

(f) AmSECT allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of AmSECT Exhibitor must abide by all Florida/Orange County/Orlando statutes and regulations regarding drawings, games of chance and raffles.

(g) No animals are permitted in the Facility other than service animals.

(h) Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in December. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email sponsorship@amsect.org
(i) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor’s breach of this provision consequences of Exhibitor’s failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV 950 Pennsylvania Avenue, NW Washington, D.C. 20530 USA phone: +1.800.514.0301 (voice) +1.800.514.0383 (TTY), website: www.ada.gov

(j) Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Show Hours. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.

(k) Hyatt Regency Orlando is the only official housing vendor for the Event and other companies may not provide the prices, service and reliability available from Hyatt Regency Orlando. If you are contacted by ANY company except Hyatt Regency Orlando about hotel reservations for AmSECT, please inform Show Management at sponsorship@amsect.org. AmSECT shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.

(l) All booth personnel must be properly and modestly clothed.

(m) Exhibitor is permitted to serve food and non-alcoholic beverages in its booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender but all beverages and food must be ordered through the Facility’s caterer.

(n) Hyatt Regency Orlando, the official in-house caterer and at the Facility is the exclusive provider of food and/or beverage items at the Facility. If requested, Hyatt Regency Orlando will allow Exhibitor to bring its own food and/or beverage into the Facility for the sole purpose of equipment demonstration, provided the Exhibitor has signed and submitted Hyatt Regency Orlando sampling and waiver of liability form which can be found in the Exhibitor Services Manual or by emailing sponsorship@amsect.org. If Hyatt Regency Orlando is required to handle, store, refrigerate, transport, deliver, prepare, or service any of the demonstration food and beverage product brought in by the Exhibitor, charges will apply. Only food and/or beverages used for Exhibitor’s equipment demonstration will be permitted.

(o) All booth floors must be finished. The Hyatt Regency Orlando is carpeted.

(p) Exhibitor, at AmSECT’s sole discretion, is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the AmSECT, its employees and contractors may take photographs/videos, which could include images of Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the AmSECT and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that AmSECT is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have relating to or arising from the images or their use.

(q) Music in the booth or at any of Exhibitor’s function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.

(r) Hanging signs are permitted in all peninsulas, modified peninsulas, split islands and island booths to a maximum height of (18') (5m) to the top of the sign. Hanging signs are NOT permitted in inline or perimeter booths.
All exhibit fixtures and booth structures are permitted to a maximum height of (16') (4.88m) in all peninsulas, modified peninsulas, split islands and island booths.

All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in all perimeter booths.

Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Services Manual.

If Exhibitor occupies an Island, Split Island, Peninsula or Modified Peninsula space, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by February 24, 2023. If Exhibitor received a written booth violation notice at the Event in 2022, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by February 24, 2023. Floor plans should be submitted via email to sponsorship@amsect.org.

Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

21. USE OF SPACE — LIGHTS/ AUDIO / VEHICLES ETC.

(a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.

(b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.

(c) No strobe light effects are permitted.

(d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.

(e) Loud speakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor’s booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.

(f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approval by <date>.

(g) Vehicles may not be displayed without prior written approval from AmSECT and the Public Safety Department of the Facility.

22. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show Hours or any function sponsored in connect with the Event without prior notice to and approval by AmSECT.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by AmSECT.

23. HOTEL ROOMS, SUITES & MEETING ROOMS
AmSECT reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the AmSECT housing block. These controls have already been set up with each property. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Show Hours (Friday, March 24 from 7:30am – 7:30pm; Saturday, March 25 from 7:00am – 6:30p; Sunday, March 26 from 7:00am – 12:30pm). No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of AmSECT 61st International Conference are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with AmSECT.

24. ATTENDEE LISTS

Attendee lists from the Event are distributed only to exhibiting companies, other official partners and attendees. Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of AmSECT. Such lists shall only be used for mailings of promotional material relating to Exhibitor’s booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union’s General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold AmSECT, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

25. FIRE REGULATIONS

(a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Orlando Fire Prevention Division.

(b) If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Orlando Fire Prevention Division and from AmSECT. A heat producing device form to request approval from Orlando Fire Prevention Division is available upon request.

(c) A complete list of all fire regulations is included in the Exhibitor Services Manual. The Orlando Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

26. LABOR RELATIONS

(a) Full-time employees of Exhibitor may set up Exhibitor’s own exhibits without assistance from the local union. Any labor services that may be required beyond what Exhibitor’s regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through Excel Decorators Inc. Proof of full-time employment status may be requested by the Union Steward of any personnel working in Exhibitor’s booth.

(b) If Exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, Exhibitor must register their EAC no later than March 9, 2023. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with AmSECT in order for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to wear both a Facility Access Credential and individual Event credential at all times.

(c) Exhibitor may hand carry its own materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. Excel Decorators Inc. controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor. A dock is provided for use by privately operated vehicles.
27. **EXHIBITOR SERVICES MANUAL**

In December, Excel Decorators Inc. will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show Hours and dismantle.

28. **WARRANTIES**

AmSECT makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, AmSECT, or their respective employees, agents or contractors.

29. **AMENDMENTS/ INTERPRETATION**

AmSECT reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Exhibitor. Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. AmSECT reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitor, in the sole interpretation of AmSECT shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of AmSECT.

30. **ENFORCEMENT/ MISCELLANEOUS**

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or AmSECT. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor’s heirs, successors and assigns.

31. **LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE FACILITY, AMSECT 61ST INTERNATIONAL CONFERENCE, AMSECT, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY " AMSECT PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY’S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE AMSECT PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT AMSECT PARTIES’ SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE AMSECT PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS’ FEES AND COSTS INCURRED BY AMSECT PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEYS’ FEES AND COSTS.

32. **PERSONAL INFORMATION CONSENT**

EXHIBITOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ITS COMPANY CONTACTS MAY BE USED BY AMSECT: (A) TO FULFILL THE PURPOSE AND OBLIGATIONS OF THIS CONTRACT; (B) TO COMMUNICATE OTHER INFORMATION ABOUT AMSECT; (C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF AMSECT IN THE FUTURE; AND (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN AMSECT’S PRIVACY POLICY.