

EXHIBIT APPLICATION & CONTRACT



MARCH 4-7, 2020
ST. LOUIS, MISSOURI

CONTACT INFORMATION (This is how your name will appear on event marketing materials.)

Company name _____
Contact _____ Title _____
Company address _____
City _____ State _____ Zip code _____
Phone _____ Email _____

EXHIBIT BOOTH

Early-bird booth price available through Dec. 20, 2019.

BOOTH TYPE	PREFERRED BOOTH #	EXHIBITORS YOU DO NOT WISH TO BE NEAR:
<input type="checkbox"/> EARLY-BIRD BOOTH: \$1,500	_____ FIRST CHOICE	_____
<input type="checkbox"/> STANDARD BOOTH: \$1,750	_____ SECOND CHOICE	_____
<input type="checkbox"/> PASSPORT TO PRIZES: \$650	_____ THIRD CHOICE	_____

On behalf of Applicant, I certify that I have reviewed the Terms and Conditions and agree to be bound by the same. I also acknowledge that this Application & Contract shall not constitute a contract until the completed Application & Contract, along with full payment of exhibit fee, are received and approved by ASDA. ASDA is a 501c6 organization, therefore contributions are not deductible for federal tax purposes.

Signed: _____ Printed Name: _____
Title: _____ Date: _____

PAYMENT INFORMATION

The following payment information applies to all Annual Session opportunities as indicated on this application. An invoice with payment instructions will be included in your confirmation.

Amount due _____ Payment Type Check Visa/MC ACH
Billing contact _____
Billing address _____
Billing email _____

EMAIL THIS CONTRACT TO:

Kendra Johnson, senior manager of sponsorships & programs
Email: Kendra@ASDAnet.org
Questions? Call Kendra at 312-440-7602

TERMS & CONDITIONS

The ASDA 2020 Annual Session (hereinafter “Meeting”) is to be held at the St. Louis Union Station (hereinafter the “Venue”) located in St. Louis, Missouri, March 4-7, 2020.

I. Assignment of Space

American Student Dental Association (hereinafter “ASDA”) reserves the right to exercise its sole discretion in the acceptance or refusal of applications. Applications will be reviewed in order of receipt and, insofar as possible, opportunities will be assigned on a first-come, first-served basis. Once accepted by ASDA and payment received, this Exhibit Application and these Terms and Conditions shall constitute a contract between the ASDA and the applicant (“Applicant”). In the event of a conflict regarding exhibit space or an opportunity or other imperative conditions, ASDA shall have the right to assign space, or opportunities to the Applicant or rearrange the floor plan and/or relocate any exhibit at any time before or during the Meeting.

II. Cancellation

An applicant who is unable to participate in the Meeting, or cancels any exhibit, sponsorship, or advertising opportunity previously contracted for, shall receive a refund, less a 10% processing fee, if notice is received by ASDA in writing on or before December 4, 2019. Cancellations received on or after December 4, 2019, through January 4, 2020, shall receive a 50% refund. An Applicant who cancels may request, in writing, that any monies on account with ASDA, less any processing fees, be transferred to another event produced by ASDA. ASDA reserves the right to transfer such monies at its sole discretion and solely to an ASDA-produced event scheduled to be held within one year of the cancellation. The Applicant shall not be entitled to a refund of any part of any fee should the Applicant for any reason be unable to exhibit, sponsor or advertise at the Meeting, or cancel any opportunity previously contracted for on or after January 4, 2020.

III. Compliance

Applicants shall abide by and observe all laws, rules, and regulations of the Venue. Applicants shall observe and abide by additional regulations made by ASDA for the efficient or safe operation of the Meeting.

IV. Force Majeure

If ASDA should be prevented or materially affected from conducting the Meeting, cannot permit the Applicant to occupy the exhibit space due to circumstances beyond its control or determines not to offer the Meeting at its sole discretion, ASDA will refund the Applicant the amount of the exhibit fee paid with no further obligation or liability to the Applicant. In all circumstances, ASDA shall notify the Applicant at the earliest date possible of the circumstances affecting the Meeting from being held. Neither party shall be liable for failure to perform

its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, acts of terrorism and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body.

V. Indemnification

Applicant agrees to indemnify, defend and protect ASDA against, and hold and save ASDA harmless from, any and all claims, demands, suits, liability, damages, loss, costs attorney fees and expense of whatever kind or nature (collectively “Claims”) which might arise out of (i) any action, failure to act, or negligence, gross negligence or willful misconduct of the Applicant or any of its officers, agents, employees, contractors, or other representatives; (ii) damage or loss to property, or injury to the person or any property of the Applicant, any of its officers, agents, employees, contractors, or other representatives, or any third party; (iii) all Claims relating to or arising from patent, trademark or copyright infringement by Applicant, or any of its officers, agents, employees, subcontractors and/or agents; (iv) any use by ASDA of Applicant’s name, logo, website, or other information, materials, products, or services provided to it by Applicant; and/or (v) the breach of any of the covenants, representations, and warranties made by Applicant in this Agreement. In addition to the duty of Applicant to indemnify, ASDA shall also have the right to terminate this Agreement if a Claim arises during or prior to the Meeting. The applicant represents and warrants that it will not exhibit, sell or otherwise promote any product or service that could give rise to a Claim relating to or arising from patent, trademark or copyright infringement against it or ASDA. The terms of this provision shall survive the termination or expiration of this Agreement.

VI. Interpretation and Modification to Terms and Conditions

ASDA reserve the right to interpret, change or modify these terms and conditions as deemed appropriate to improve the Meeting. Any violations may impact Applicant’s ability to exhibit in future ASDA meetings.

VII. Liability

The applicant assumes all responsibility for any and all loss, theft and/or damage to Applicant’s displays, equipment, and other property while on the Venue premises, and hereby waives any and all claims and/or demands it may have against ASDA, the Venue, their respective directors, officers, employees, and agents arising from such loss, theft and/or damage. Further, neither ASDA nor Venue, their respective officers, directors, agents, employees or other representatives, shall be held accountable or liable for, and the same are hereby released from accountability or liability for injury to Applicant, its employees or other booth personnel. ASDA will not obtain insurance against any such damage, loss, harm or injury. The terms of this provision shall survive the termination or expiration

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of this Agreement. Applicant assumes any and all liabilities and/or obligations resulting from its display at the Meeting caused by, among other things, faulty or improper displays or exhibits, and/or Applicant's failure to abide by any law, rule or regulations and/or such regulations made by ASDA for the efficient or safe operation of the Meeting. ASDA shall be entitled to close a display at any time for failure by an Applicant or any of its officers, agents, employees or other representatives to perform, meet or observe any term or condition set forth in the Exhibit Application and these Terms and Conditions, and such Applicant shall not be entitled to a refund of any part of any fee paid to ASDA by Applicant.

VIII. Photo Release

ASDA occasionally uses photographs of sponsors, exhibitors, and their personnel in promotional materials. Registration and attendance at or participation in the Meeting or ASDA's meetings and other activities constitutes an agreement by the Applicant on behalf of its employees, agents and contractors to ASDA's use and distribution (both now and in the future) of the image or voice of exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities. If Applicant elects to use photos captured by hired ASDA photographer, Applicant agrees to credit photo source.

IX. Relationship of Parties

The relationship of the parties to each other is that of independent contractors. Nothing herein shall create an association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation, or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent that ASDA is in the business of providing the products and/or services provided by Applicant.

X. Branding

During the Term of this Agreement, Applicant grants to ASDA a royalty-free, non-exclusive right to display Applicant's corporate logo and other identifying information in connection with the Meeting, as well as on marketing, advertising, and other appropriate promotional media and materials in connection with the meeting. The placement, form, content, appearance, and all other aspects of such identification and acknowledgment shall be determined by ASDA. ASDA shall be responsible for all aspects of the advertising, promotion, organization, and coordination of the Meeting. All fulfillment benefit material submitted by Applicant is subject to approval by ASDA.

XI. Order Taking and Sales

Order taking and sales are permitted in the assigned exhibit space. Applicant must comply with all applicable state and local sales tax laws.

XII. Applicant Responsibilities

- a. In consideration for the right to participate in the Meeting and to be acknowledged by ASDA as a sponsor and/or exhibitor of the Meeting, Applicant agrees to make payment to ASDA in the amount indicated on the signed application. [DUPLICATE LANGUAGE]
- b. The payment described in this Section shall constitute payment by Applicant solely for Applicant's right to participate in the Meeting and to be acknowledged by ASDA as a sponsor and/or exhibitor of the Meeting. Such contributions shall in no manner be considered compensation or reimbursement for services rendered, activities are undertaken by ASDA on behalf of Applicant, or income from a partnership or joint venture.
- c. The applicant shall provide to ASDA all necessary logos and other information, content, and materials (in print, electronic and/ or another form) for use in connection with its sponsorship of the Meeting; provided, however, that all uses of such logos and other information, content, and materials shall be determined by ASDA in its sole discretion.
- d. Applicant agrees to only attend programming at the Meeting as outlined by ASDA show management.

XIII. Termination

This Agreement shall terminate: (i) upon the occurrence of a material breach of a material provision by Applicant if such breach is not cured within five (5) days (or sooner if Meeting is less than 5 days away) after written notice of such breach is received by Sponsor from ASDA identifying the breach or (ii) at any time upon the mutual written consent of both parties. The applicant shall not be entitled to a refund of payment as a result of its termination of this Agreement.

XIV. Applicant Staff Registration

Only those staff participating as part of sponsor or exhibit organization and employed by that same organization will be recognized as eligible staff and qualify for allotment included with purchased opportunity.

XV. AMERICANS WITH DISABILITIES ACT (ADA)

ASDA abides by the rules put forth in the Americans with Disabilities Act (ADA). The applicant shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their booth space, including, but not limited to wheelchair access and alternate formats of collateral materials. If you have special needs or questions, please contact ASDA.

XVI. Access to Personal Data

The applicant may have access to the personal data of ASDA members, attendees, and participants in the Meeting. Applicant agrees that it shall be solely responsible for compliance with any applicable data protection laws and regulations in connection with

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such data including, but not limited to, the European Union's General Data Protection Regulations. Further, Applicant shall follow the [terms of the privacy policy of ASDA](#) as well as any terms and conditions placed on Applicant's access to, use and storage of data by ASDA, its members, attendees and participants in the Meeting.

XVII. Limitation of Liability

Limitation of liability: in no event shall the exhibit facility, ASDA, and their owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "ASDA parties") be liable to the applicant or any third party hired by or otherwise engaged by the applicant for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of this exhibit application and terms and conditions or connected in any way with use of or inability to use the services outlined in this exhibit application and terms and conditions or for any claim by applicant, even if any of the ASDA parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Applicant agrees that the ASDA parties' sole and maximum liability to application regardless of the circumstances shall be the refund of the exhibit booth fee. Applicant agrees to indemnify and defend the ASDA parties from any claims brought by a third party hired by or engaged by the applicant for any amount beyond the exhibit booth fee. Further, applicant agrees to pay all attorney's fees and costs incurred by asda parties arising out of or in any way related to this exhibit application and terms and conditions. Applicant shall be solely responsible for its attorney's fees and costs.