



## ASTE Exhibitor Policy

1. **PURPOSE OF EXHIBIT** ASTE 2019 is an educational event, and the Exhibition staged in conjunction with the professional conference is a vital element of this educational process. The selling of products is an important aspect of this event.

2. **ASSIGNMENT OF EXHIBIT SPACE** Exhibit space will be assigned by ASTE Conference Team, referred to in this document as the ASTE Conference Team. ASTE Conference Team shall use its best efforts to locate the booth in one of the locations designated by Exhibitor. Notwithstanding the above, ASTE Conference Team reserves the right to change location assignments when such action is deemed to be in the best interest of the Exhibition. Instances involving relocation of a booth due to unforeseen circumstances, force majeure, or acts of God or war shall be governed by the provision "Cancellation, Postponement, or Relocation of Exhibition" below. Exhibitor agrees that its exhibit shall be admitted into the Exhibition and shall remain from day to day solely on strict compliance with all the rules herein described. The ASTE Conference Team reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or any Exhibitor with cause if exhibit is unsuitable to or not consistent with the character of the Exhibition. The ASTE Conference Team's liability for rejection with cause shall be limited to a refund to the Exhibitor of the amount of rental unearned at the time of ejection. However, if an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reason, no return of rental shall be made.

3. **RENTAL OF SPACE AND ITS USE** Rental includes the following exhibit equipment: 8'-high backwall, 3'-high side rails, plus a 7" x 44" sign featuring the Exhibitor's company name. Twenty-four hour general security and general aisle cleaning are provided. Hanging Signs: All large hanging signs or banners require approval from ASTE Conference Team. The location and hanging of these signs will be made by ASTE Conference Team in conjunction with the Hotel Captain Cook.

Standard Exhibits located inside the Exhibit Hall: Regular and specially built back walls including signs may not exceed an overall height of 8'. Low side dividers between exhibits should not exceed 3' in height. If a high divider is desired, it cannot exceed 8' in height nor extend from the back wall more than one-half of the depth of the space. Special designs may be submitted to ASTE Conference Team for approval.

Other Exhibit space located outside the exhibit hall will be provided with variable space determined by the location, without dividers or back walls.

4. **SUBLETTING OF SPACE** The Exhibitor shall not assign, sublet, or apportion the whole or any part of the space assigned or have representatives, equipment, or materials from firms other than its own in the Exhibit Space without written consent of ASTE Conference Team. Only one company shall be considered as the Exhibitor; any other company or entity in the Exhibit Space shall be considered a subsidiary or affiliate.

5. **INSTALLATION AND DISMANTLING** The Exhibitor explicitly agrees that in the event it fails to install its products in assigned Exhibit Space or fails to remit payment for required space rental or payment for advertising at time specified, ASTE Conference Team shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper. In addition, the Exhibitor shall not dismantle or otherwise interfere with the orderly conduct



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and display of the Exhibit until the Exhibit Floor hours are over and is finally closed to the Conference attendees.

**6. FIRE AND SAFETY REGULATIONS** The ASTE Conference Team has contracted with Alaska Event Services to provide for shipping and storage of boxes and packing materials. Please contact them for your needs. (907) 345-8789.

Exhibitor shall not store pack merchandise in paper, straw, excelsior, or any other readily inflammable material. Exhibitor shall not store empty cartons in the Exhibit Building. Exhibitor shall use no inflammable decoration or covering for display fixtures, and all fabrics or other material used for decoration or covering shall be flameproof.

**7. UNION LABOR** If required by local ordinances, Exhibitor must comply with all union regulations applicable to installation, dismantling, and display of the Exhibit.

**8. EXHIBITOR CONDUCT** Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of the ASTE Conference Team is required for the employment or use of any live model, demonstrator, solicitor, or device for the mechanical reproduction of sound. Such employment or use shall be confined to the Exhibit Space. The ASTE Conference Team, in its sole and absolute discretion, may withdraw its consent at any time, in which event Exhibitor shall terminate such activity immediately. Distribution of pamphlets, brochures, or any advertising matter must be confined to the Exhibit Space assigned to the exhibitor.. Exhibitors are prohibited from bringing any food or beverages into The Hotel Captain Cook Exhibit Hall. Exhibitor shall refrain from any action that will distract attendees from attendance at the Exhibit during open hours. Exhibitor shall not lead attendees from one Exhibit Space to another or to elevators or escalators. Exhibitors or any of their representatives shall not conduct themselves in a manner offensive to standards of decency or good taste.

Exhibitor shall not move any furniture, pictures, or accessories that are the property of The Hotel Captain Cook, in any meeting place or hotel room or facility on the premises.

**9. FILM, SOUND DEVICES, AND LIGHTING** If images, loudspeakers, or sound devices are used, the Exhibitor agrees to comply with union requirements for the operation of the equipment. Equipment will only be permitted if tuned to conversational level and is not objectionable to neighboring Exhibitors. Operating equipment that emits excessive noise must be run intermittently for specific demonstrations only. ASTE Conference Team reserves the right to restrict the use of glaring lights or objectionable lighting effects.

**10. CONTRACTOR SERVICES AND INFORMATION** ASTE has designated Alaska Event Services as our Official Exhibit Hall Contractor. Where an Official Contractor has been designated to perform services for an Exhibitor — such as the rental of furniture, setup of exhibits, electrical work, plumbing, labor, or any other service — no Exhibitor or representative shall contract for such services with other than the said Official Contractor unless permission has been secured in writing in advance from ASTE Conference Team. ASTE Conference Team assumes no responsibility or liability for any of the services performed or materials delivered by the contractors.

**11. STORAGE** Exhibitor will not be permitted to store packing crates and boxes in the booth or at the The Hotel Captain Cook during the Exhibition, but these, when properly marked, will be stored and returned to



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the booth by our official service contractors, Alaska Event Services. It is the Exhibitor's responsibility to mark and identify all crates and boxes. No trunks, cases, or packing material shall be brought into or out of the Exhibit Space during Exhibit Hours.

**13. LIABILITY AND INSURANCE** Neither ASTE Conference Team, ASTE, the owners or management of The Hotel Captain Cook, nor any of the officers, staff members, or directors of any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism, or other causes, and the Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the Exhibitor, except where the damage or loss is due to the gross negligence or willful misconduct of ASTE Conference Team, ASTE, the owners or management of the Exhibit Hall, or their agents or employees, arising out of ASTE Conference Team's, the owners or managers of The Hotel Captain Cook, or ASTE's duties and responsibilities under this agreement. Exhibitor understands that neither ASTE Conference Team, The Hotel Captain Cook, nor ASTE carry business interruption and/or property damage insurance coverage for loss or damage of Exhibitor's property.

## **14. HOLD HARMLESS AND INDEMNIFICATION**

This agreement shall not constitute nor be considered a partnership, joint venture, or agency relationship between ASTE, the ASTE Conference Team, and The Hotel Captain Cook. Exhibitor hereby agrees to indemnify, hold harmless, and defend ASTE, the ASTE Conference Team and The Hotel Captain Cook, and their respective officers, directors, and employees (Indemnities) from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever as they arise (including but not limited to court costs, interest, and attorney's fees) which the Indemnities may incur, suffer, be part to, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission or breach of these Rules and Regulations, or violation of any ordinance or statute by Exhibitor or any of its employees or agents. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees, and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless, and defend the Indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the acts or omission of its agents, employees, or independent contractors whether acting within or without the scope of their authority. ASTE and the ASTE Conference Team hereby each agree to indemnify, hold harmless and defend the Exhibitor and its respective officers, directors, and employees (Indemnities) from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever as they arise (including but not limited to court costs interest and attorney's fees) which the Indemnities may incur, suffer, be part to, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission or breach of these Rules and Regulations, or violation of any ordinance or statute by ASTE and/or the ASTE Conference Team. ASTE and the ASTE Conference Team assumes full responsibility and liability for the actions of their agents, employees, and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless, and defend the Indemnities as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the acts or omission of their agents, employees, or independent contractors whether acting within or without the scope of their authority.

**15. CANCELLATION, POSTPONEMENT, OR RELOCATION OF EXHIBITION** In the event that any unforeseen occurrence, force majeure, or acts of God or war, shall render the fulfillment of this agreement



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impossible by ASTE Conference Team or ASTE, the parties shall mutually amend or terminate the agreement at ASTE Conference Team's option. In such circumstances, ASTE Conference Team's sole responsibility to Exhibitor shall be a full refund of all rental fees paid by Exhibitor. No monies will be returned should the dates or location of the Exhibition be changed by ASTE Conference Team, but Exhibitor will be assigned space that the Exhibitor agrees to use under these same Rules and Regulations. ASTE Conference Team shall not be financially liable in the event the Exhibition is interrupted, canceled, moved, or dates changed except as provided herein.

16. **EXHIBITOR CANCELLATION** Cancellation of any portion of this Application/Contract by the Exhibitor will be accepted only at the discretion of ASTE Conference Team and then only based upon the following: Refunds may be requested in writing to [director@aste.org](mailto:director@aste.org) before January 1, 2019. Your company/organization will be notified of acceptance and refunds will be made by check. No refunds will be accepted after January 1, 2019. Exhibitor is responsible for total booth rental irrespective of the reason for the cancellation by the Exhibitor including the failure of an Exhibitor to arrive for any reason.

17. **AGREEMENT OF RULES AND REGULATIONS** Exhibitor agrees to observe and abide by the foregoing Rules and Regulations and by such additional Rules and Regulations made by ASTE Conference Team from time to time for the efficient or safe operation of the Exhibit, including, but not limited to, those contained in this document. In addition to ASTE Conference Team's right to close an Exhibit and withdraw its acceptance of its Application/Contract, ASTE Conference Team in its sole judgment may refuse to consider for participation in future Exhibits an Exhibitor who violates or fails to abide by all such Rules and Regulations. There is no other agreement or warranty between the Exhibitor and ASTE Conference Team except as set forth in this document.