



## ***ASE Live Courses – Exhibitor Terms & Conditions***

The Terms & Conditions contained herein are intended by ASE to serve the best interests of ASE, the event registrants, and event exhibitors, and to give notice to applicants and exhibitors of the governing Terms & Conditions. These Terms & Conditions bind all applicants and exhibitors. Violation will result in the ineligibility to participate in future ASE exhibiting opportunities and, depending on the infraction, a fine imposed by ASE. Submission of this signed form is intended by the company listed to be a binding agreement as to the terms and conditions contained herein. The company listed on this application agrees to comply with the policies, rules, and regulations contained in the Exhibitor Prospectus and Service Kit and all policies, rules, and regulations adopted by ASE hereinafter.

### **ASE Live Course Application**

Upon review and acceptance of this signed application, each exhibitor will receive a confirmation email with specifications and deadlines for deliverables. Please contact [Dana Olson](#) by email or call (856) 302-0893 for more information.

### **Payment Information**

**PAYMENT IN FULL (100%) is required with the signed Exhibit Application.** Invoiced payments are due 30 days upon receipt. All exhibiting companies will receive an email confirmation receipt of the submitted application and payment. Upon payment processing, exhibit space assignment confirmation will be provided. No company will be assigned exhibit space prior to payment. No company may exhibit unless full payment for booth space has been received.

### **Exhibit Space Cancellation Policy**

All exhibit space cancellations must be received in writing at least 30 days prior to the meeting. The exhibitor will be entitled to a refund, less a service charge of 50% of the **total** cost of the exhibition fees. No refunds will be given for exhibit space cancellations received less than 30 days prior to the meeting and obligates the exhibiting company to make full payment of rental space and/or sponsorship opportunity fee.

### **Cancellation of Live Course**

This agreement is automatically terminated in the event an ASE Live Course is cancelled due to force majeure or causes beyond reasonable control. As used herein, a “Force Majeure event” shall mean any cause or circumstance beyond the provider’s control making it illegal, impossible, or commercially impracticable to hold the event or which otherwise has a materially adverse effect on the ability of the provider to perform its obligations under this Agreement, including, but not limited to: fire; casualty; flood; epidemic; World Health Organization travel advisory or travel alert; earthquake; volcanic eruption; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; venue cancellation; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition, or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees, or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God.

Should ASE transition a Live Course to a Virtual Course, all funds received for the ASE Live Course will be automatically transferred to the ASE Virtual Course. If an all-virtual event takes place, ASE will work with exhibitors to provide a virtual exhibiting experience that is equitable to the financial commitment made for the live sessions. Should an exhibiting company choose not to participate in an ASE Virtual Course, a refund will be provided minus a 20% non-refundable administrative fee. ASE reserves the right to amend or cancel this agreement at any time based on consideration of expenditures and commitments already made.

### **Tabletop Exhibit Specifications**

Each tabletop will receive the following:

- Five (5) complimentary registrations to be used at the Company’s discretion.
  - (4) Exhibitor badge-only registrations, (1) full-access CME registration.

- One (1) draped six-foot table (two tables for publishers) and two chairs.
- Opportunity to bring one backdrop (maximum 10-feet wide and 8-feet high).
- Opportunity to display up to two (2) echo machines or similar equipment.
- Access to a pre-conference attendee preview list prior to the meeting.
- Opportunity to submit a company description (50-word max) and company logo to be featured in the exhibitor section of the printed Final Program.
- Free access to Wi-Fi, but suggest ordering dedicated service if sharing proprietary information in exhibit.

*Please note: All exhibit locations will be assigned after application is received on a first come, first served basis based on specific needs.*

### **Subletting, Sharing, and Exchanging Exhibit Space**

Subletting, sharing, apportioning, or exchanging all or any part of a tabletop exhibit is PROHIBITED.

### **ASE Meeting Code of Conduct**

ASE is committed to providing a safe, productive, and welcoming environment for all meeting participants and ASE staff. All participants, including, but not limited to, attendees, speakers, volunteers, exhibitors, ASE staff members, service providers, and all others are expected to abide by this Program's Code of Conduct. This Policy applies to all ASE meeting-related events, including those sponsored by organizations other than ASE but held in conjunction with ASE events, on public or private platforms.

Exhibits are subject to the approval of ASE. ASE reserves the right, even after an application has been approved, to refuse exhibits or to curtail/close exhibits or part of exhibits that do not, in ASE's determination, comply with The Terms & Conditions governing ASE Live and Virtual Course; are contrary to ASE's scientific or public policies, positions, statements, or guidelines; or otherwise reflect unfavorably on the character of the meeting. ASE shall have full authority to interpret or amend rules, terms, and conditions and ASE's decision is final. Exhibitors agree to abide by any rules, terms, and conditions that may hereafter be adopted. ASE reserves the right to prohibit any activities on the show floor which have not been expressly permitted through approval of ASE. Companies and organizations who do not have a contract to exhibit on file with ASE are prohibited from participating in the ASE Live and Virtual Course or distributing any materials or any other type of activity within the Exhibit Hall. All issues not addressed are subject to the decision of ASE. Exhibitors and exhibit personnel are expected to wear badges in the Exhibit Hall during exhibit hours and while dismantling. All booths must be open and staffed during exhibit hours.

ASE has zero-tolerance for any form of discrimination or harassment, including but not limited to sexual harassment by participants or our staff at our meetings. If you experience harassment or hear of any incidents of unacceptable behavior, ASE asks that you inform [Jaclyn Levine](#) at (919) 297-7171.

### **ECHO FLORIDA™ – Walt Disney World™ Resort**

The exhibitor assumes all responsibility for any and all loss, theft or damage to exhibitor's displays, equipment, and other property while on Walt Disney World™ Resort premises, and hereby waives any claim or demand it may have against Disney Destinations, LLC or its affiliates arising from such loss, theft or damage. The exhibitor agrees, for the benefit of Disney Destinations, LLC, and its affiliates, to comply with all Walt Disney World™ Resort policies for exhibitors and all applicable laws, codes, and regulations. In addition, the exhibitor will defend (if requested by and with counsel satisfactory to Disney Destinations, LLC), indemnify and hold harmless American Society of Echocardiography and Disney Destinations, LLC and their respective parent, subsidiary and other affiliated or related companies from and against any liabilities, obligations, claims, damages, suits, costs and expenses, including, without limitation, attorneys' fees and costs through and including any appeals, arising from or in connection with the exhibitor's occupancy and use of the exhibition premises or any part thereof or any negligent act, error or omission or willful misconduct of the exhibitor or its employees, contractors, subcontractors or agents.

### **Promotional Activity/Giveaways**

Giveaways and drawings must be professional and reflect the objectives of ASE Live and Virtual Courses and follow the PhRMA, AdvaMed Code of Ethics, AMA, and Ethical MedTech guidelines. Exhibitors must receive prior approval. Contact Kim Simoni for more information.

### **Children**

Anyone under the age of 16 must be accompanied by a registered adult during all Exhibit hours (not permitted during move-in and/or move-out)

### **Americans with Disabilities Act**

Exhibitors are fully responsible for compliance with all applicable provisions of the Americans with Disabilities Act (ADA) regarding their exhibit space, including, but not limited to, wheelchair access provisions. Exhibitors shall indemnify, hold harmless, and defend ASE, its officers, directors, agents, members, and employees from and against any claims, liabilities, losses, damages, and expenses, including attorneys' fees and expenses, resulting from, or arising out of the exhibitor's failure or allegations of exhibitor's failure to comply with the provisions of the ADA.

### **No Smoking Policy**

ASE policy prohibits smoking in all areas at any ASE Live Course at any time during installation, show days, or dismantle. Exhibitors are responsible for ensuring that all individuals associated with the exhibiting company this policy.

### **Security**

Outside of ASE Live Course hours, the Exhibit Hall will be locked. ASE is not responsible for lost or stolen equipment or materials at any time. Exhibitors must make arrangements with the venue to secure valuables left in the Exhibit Hall or take all valuables out of the space at the end of each day.

### **Fire and Safety**

During ASE Live Courses, all federal, state, and local fire and safety regulations will be strictly enforced, and the exhibitor assumes all responsibility for compliance with such regulations. All decorations must be flameproof and electrical wiring must meet the safety requirements of all building and city codes. No combustible material shall be stored in or around exhibit booths. Standing on chairs, tables or other rental furniture is prohibited. The furniture is not engineered to support your standing weight.

### **Liability**

ASE shall bear no liability for personnel injuries suffered by an exhibitor or that exhibitor's employees, contractors, or business invitees. ASE will also assume no liability for damage or loss of the property of an exhibitor or that exhibitor's employees, contractors, or business invitees, regardless of the cause, unless such injury or damage results from or is caused by the negligence or wrongful acts of ASE. Upon application for exhibit space, each exhibitor agrees to protect, indemnify, and hold harmless the American Society of Echocardiography, A. Fassano & Company, and the contracted venue from any and all claims, liability, damages or expenses asserted against them or incurred by them as a result of, or in connection with, any loss of or damage to property, or injury to persons resulting from, arising out of, or in any way connected with the negligence or wrongful acts of the exhibitor or its agents, servants or employees. In no event shall ASE be liable to an exhibitor for any loss of business, business opportunities or any other type of direct or consequential damage alleged to be due from a breach of this contract. It is understood and agreed that the sole liability of ASE to the exhibitor for any breach of this contract shall be for the refund of all amounts paid by the exhibitor pursuant to this contract, as an exclusive remedy. Exhibiting companies will be held responsible for any damage done to the facility by company employees or contracted personnel. No part of an exhibit, signs or other materials may be posted, nailed, taped, or otherwise affixed to walls, columns, doors, or floor surface in a way that will mar or deface the premises.