



## EXHIBITOR TERMS & CONDITIONS

The Exhibitor Terms & Conditions contained herein are intended to serve the best interests of ASE, the 2025 Scientific Sessions and Echo Expo, and its registrants, and exhibitors, and to provide applicants and exhibitors notice of the governing regulations. These Terms & Conditions bind all applicants and exhibitors. Violation will result in the ineligibility to participate in future ASE Scientific Sessions exhibiting opportunities, loss of Priority Points, and, depending on the infraction, a fine imposed by ASE.

Please note: These Terms and Conditions may be supplemented by additional rules included in the Exhibitor Prospectus and Exhibitor Resource Center as well as any updates or clarifications communicated to all exhibitors via fax, mail, or email. ***Submission of the signed application is intended by the company listed to be a binding agreement as to the terms and conditions contained herein.***

**Age Restriction:** Children under 16 years old are not permitted on the show floor during installation and/or dismantling. During exhibit hours, anyone under the age of 16 must be accompanied by a registered adult at all times.

**ASE Event Code of Conduct:** ASE is committed to providing a safe, productive, and welcoming environment for all event 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 Courses; 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, inform [Danielle Urbina](#) at (919) 297-7171.

**ADVA MED AND PHRMA CODE:** All exhibiting companies must comply with the [PhRMA](#), [AdvaMed Code of Ethics](#), AMA, and Ethical MedTech guidelines. Exhibitors must complete the Giveaway/Booth Activities form in the exhibitor service kit.

**AMERICANS WITH DISABILITIES ACT:** Exhibitors are fully responsible for compliance with all applicable provisions of the Americans with Disabilities Act (ADA) regarding their booth 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.

**Assignment of Booth Space:** Booth space is assigned according to priority points for a period of time and thereafter on the application/payment received date. To maximize the opportunity for a preferred booth location, return application AND 50% deposit prior to the Priority Point Deadline on Friday, January 10, 2025. ALL applications submitted must include a 50% deposit of the total booth space rental fee.

- **Applications received AFTER the Priority Point Deadline, with 50% deposit,** will be assigned on a first come, first served basis. The balance will be due net 30 days from receipt of the official confirmation of booth assignment.
- **Balance due for total exhibit space is Thursday, July 10, 2025.**
- **Booth space applications submitted after July 10, must be accompanied by 100%** of the total cost for the requested booth space.
- No booth assignments will be made without payment.
- No company may exhibit unless full payment for booth space has been received prior to the event.

**Booth Construction:** These Terms and Conditions must be adhered to so that no booth will interfere with other exhibitors.

**Linear Booths:** Standard 10-foot-deep and 10-foot-wide booths with a back-wall sign bearing the exhibiting company name and booth number will be furnished to each exhibitor by ASE. The booth background drape is 8-foot-high with 3-foot-high sidewall dividers, also included: complimentary badge allotment and a company description with logo in the Program and mobile app. Exhibitors will have the opportunity to enhance their presence with sponsorship options. Only contracted exhibitors may purchase sponsorships, ASE Industry Round Table (IRT) Partners may be exempt on a case-by-case basis.

The aisles in the exhibit hall are carpeted, you **must** supply the required booth carpeting. Booth furniture, carpeting, special drapery, and other special services are NOT supplied and may be obtained at the prevailing rates through the General Service Contractor using forms found in the Exhibitor Resource Center. Display booths and other exhibits shall not be placed in such a manner as to interfere with other exhibits. Booth constructions in areas with a back wall will be restricted to 8 feet in height. If exhibit construction includes side structures, they may be carried to the 8-foot height for a distance of only 5 feet from the back wall. The balance of the distance must be confined to 4 feet in height. Canvassing or distributing advertising material outside of the Exhibitor's rented space is not permitted and is grounds for removal from the exhibit hall. ASE also reserves the right to make any modifications to these displays, at the offending Exhibitor's expense, so that the exhibit conforms to the Booth Design Guidelines.

**Island Displays:** All island displays must submit schematics for approval in accordance with deadlines and adhere to conditions for island exhibits in the Exhibitor Service Center.

### **Cancellation / Space Reductions:**

**Cancellation of Event:** This agreement is automatically terminated in the event the ASE 36<sup>th</sup> Annual Scientific Sessions event is cancelled due to force majeure or causes that are 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 be 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 to a Virtual Scientific Sessions only, all funds received for the ASE 2025 Scientific Sessions will be automatically transferred to the ASE 2025 Virtual Scientific Sessions. 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 the ASE 2025 Virtual Scientific Sessions, 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.

**Space Reduction Policy:** All space reductions / cancellations must be received in writing. Cancellation / space reduction fees apply as stated: 50% of the full booth fee for cancellation or reductions if received by July 9, 2025. AFTER July 9, 2025, the exhibitor is responsible for 100% of the full booth fee.

**Care of Exhibit Space:** Exhibitors must, at their expense, maintain and keep booths and exhibitors in clean and good order. Exhibitors and their designated agents shall be responsible for the cost of removing any excess waste, as deemed necessary by the Convention Center, ASE Exhibit Management, or ASE.

**Contracted Services and Information:** ASE has, in the best interest of the exhibitors, selected Freeman to serve as the official General Service Contractor (GSC) to provide services to the exhibitors. Complete information, instructions, and schedules of prices for services and rentals is included in the Exhibitor Resource Center. An Exhibitor Service Center will be maintained on the exhibit floor to facilitate service requests for exhibitors.

**Damage:** Exhibitors are responsible for all damage to the building, including damage by employees, representatives, or agents. No nails, tacks, or screws shall be put into walls, columns, woodwork, or flooring of the building.

### **Design Guidelines and Specifications:**

- No exhibit may span an aisle by ceiling or floor covering.
- Booths must be constructed and arranged to accommodate the viewing audience inside each booth to discourage the formation of a standing crowd in the aisles. All construction must be fixed in position for the duration of the event. In a standard in-line booth, construction more than four (4') feet in height must be kept within five (5') feet of the rear of the booth.
- Exhibits that violate local, state, or federal laws or regulations, including safety codes, will NOT be permitted. Combustible decorations of any kind are prohibited.
- Exposed or unfinished sides and/or exhibit backgrounds must be draped to present an attractive appearance. Exhibits will be inspected during move-in and the service contractor, with the approval of ASE Show Management, will provide draping deemed necessary and submit the bill to the exhibitor for immediate payment.
- Exhibits will not obstruct fire-extinguishing equipment at any time. Fire exits must always be kept clear. Approval must be obtained from the local Fire Department for the use, operations, or presence of any electrical, mechanical, or chemical device that, in the opinion of the local fire department or the official service contractor, might be hazardous to the public space.
- Booth staff are required to remain in the confines of their respective exhibit spaces and are not permitted to block traffic in the aisle.

**SOUND / MUSIC RESTRICTIONS:** The use of sound equipment in booths is permitted only if the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned to direct sound inward (to be contained within the booth) rather than outward (towards aisles and other exhibitor booths). Sound and noise should not exceed 65 decibels when measured from the aisle immediately in front of a booth. If an exhibitor or attendee is standing within ten feet of an exhibitor's booth and cannot carry on a normal voice-level conversation, the noise source is too loud. Any videos or presentations with audio, or speakers must be placed in the rear 50% of inline booths (including extended header) and have a 5-foot setback in island booths to eliminate noise and congestion in the aisles. The 65-decibel sound level will be monitored closely by ASE Show Management.

In the event the Sound Restriction is not adhered to, two verbal warnings followed by one written warning will be issued. At that point, the performance/display will be terminated, and the exhibitor will lose 50% of their accumulated priority points.

**Electrical Connections and Charges:** All electrical wiring must be approved and installed in accordance with local regulations. An electrical order form can be found in the Exhibitor Resource Center.

**Eligibility:** ASE reserves the right to accept, reject or condition acceptance, based on ASE's sole discretion, for any reason, which need not be disclosed to the applicant. All new exhibitors will be sent an additional form to complete and submit to be considered for eligibility. The application and description will be reviewed by the Exhibitor Review Committee for approval prior to payment processing and before space assignment. Please do not make any travel/lodging arrangements until you receive final approval to exhibit. **Only the products that ASE approves can be exhibited.** All outstanding obligations to ASE or to ASE Exhibit Management, by the potential exhibitor, including payment of debts must be fulfilled. No exhibits will be allowed that are not directly related to cardiovascular ultrasound. Exhibitors must comply with ASE's Food and Beverage policy as outlined in the Exhibitor Resource Center. Companies who have not **previously** exhibited at the Scientific Sessions must provide a description of their products and the appropriate government approval status along with their application for booth space. Booth space will not be assigned until such application is approved by ASE.

**Enforcement of Terms and Conditions:** Each exhibitor agrees to observe all policies. Violators will incur one penalty for each violation:

- 1 The first violation of any terms or condition detailed on the Application and Contract for Exhibit Space, in the Exhibitor Resource Center, or any subsequent amendments will result in the company receiving a written warning.
- 2 A second violation will result in forfeiture of priority points for exhibiting for that year.
- 3 A third violation will result in forfeiture of remaining accrued exhibit priority points.
- 4 A fourth violation will result in a one-year suspension of exhibit privileges at any ASE meeting, event, or exposition.

Notwithstanding the foregoing, ASE Exhibit Management reserves the right to remove any exhibitor or exhibition, in their sole discretion, for the best interests of the exhibitors and attendees.

**Exhibiting Company's Responsibilities – Exhibitor Appointed Contractors (EACs):** An exhibitor may employ the services of an EAC to install and dismantle its display, providing the exhibitor and the EAC comply with all requirements. The contract for space is between ASE and the exhibiting company, coordination with EACs is the responsibility of the exhibitor. The exhibitor (NOT the EAC) must complete and submit the Notification of Intent to Use an Exhibitor Appointed Contractor (EAC) Authorization form provided in the Exhibitor Resource Center no later than July 16, 2025.

The EAC will not be permitted to provide services on the exhibit hall floor without proper notification by the exhibitor and a Certificate of Insurance (COI) from the EAC on file with ASE. Exhibiting companies are responsible for notifying the EAC of ASE's Terms & Conditions. The Exhibitor Service Kit will be sent to the primary contact designated by the exhibitor, not to the exhibitor appointed contractor. Exhibitor is responsible for all actions or, and liabilities incurred by their EAC.

**EAC RESPONSIBILITIES:** The EAC must have all business licenses and permits required by the city, state, and convention center management before beginning work and if requested by ASE, must provide evidence of compliance. A certificate of insurance for EACH EAC must be submitted in order to gain entry to the exhibit hall and perform contracted services.

**Exhibitor and Event Registration:** Exhibitors' badges are restricted to personnel actually employed by the company reserving exhibit space. Each exhibitor will be responsible for registering those who will staff the booth through the Exhibitor Registration Portal provided by Convention Data Services (CDS). Instructions will be provided in the Exhibitor Resource Center for exhibitors to register their booth personnel. Exhibitor badges do NOT entitle delegates to receive CME credits.

**Exhibitor Identification:** Exhibitor identification in all ASE publications and on all signs and booth graphics must be the one company name submitted on the Application and Contract for Exhibit Space. The use of ASE's logo, trademarks, or any other intellectual property shall not be used in connection with any product, service, advertising, or promotional material displayed or disseminated by the exhibitor, without the express prior permission of ASE, which may be withheld in ASE's sole discretion.

**Exhibitor Resource Center (ERC):** An online Exhibitor Console will be provided as a comprehensive Resource Center. and will be updated as information becomes available. In case of conflict with the stated Terms and Conditions herein, the terms included in the Exhibitor Resource Center will prevail.

**FDA Regulations:** Each exhibitor must comply with all FDA regulations. Contact the Division of Drug Marketing, Advertising and Communications at 888-463-6332 with any questions on Food and Drug Administration guidelines.

**Fire and Safety:** 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 materials shall be stored in or around exhibit booths. Standing on chairs, tables or other rental furniture is prohibited as it is not engineered to support your standing weight.

**Floor Plan:** The floor plan for this exhibit will be maintained as originally presented whenever possible. However, ASE reserves the right to modify such plan to the extent necessary for the best interests of the market, exhibitors, and industry.

**Hotel Room Blocks:** Exhibitors and agents may not negotiate blocks of hotel rooms directly with contracted ASE participating hotels. If a violation occurs, the company will lose twenty-five (25) percent of accrued exhibitor priority points, in addition to not accruing priority points for the current year. It is also a violation to negotiate blocks of rooms with hotels for future meetings that impede ASE's ability to obtain rooms.

**Industry Events:** All industry events (Focus Group/Market Research/Investigator Meetings, Hospitality/Social Activities, and Staff/Business Meetings) are subject to approval by ASE. A link to the application requesting permission to hold these types of events will be available to exhibitors in the Exhibitor Resource Center.

**Installation and Removal of Exhibits:** Receiving of shipments and return of crates is detailed in the Exhibitor Resource Center. Booths must be completely assembled and ready for inspection by ASE Exhibit Management by 11:00 a.m. on September 5, 2025. Exhibits must remain intact until final closing hour of the exhibit hall.

**Insurance:** It is the responsibility of each exhibiting organization to maintain adequate insurance coverage against injury to persons, damage to or loss of property and against inability to meet its obligations outlined in the ASE policy. If requested, proof of such insurance by way of a Certificate of Insurance (COI), shall be provided to ASE or its agent or representative by the deadline date specified by ASE, and failure to remit such proof shall be a material breach of this agreement. **Each exhibiting company should carry its own insurance to cover exhibit materials against loss or damage, and general liability and personnel insurance of \$1M.**

**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 American Society of Echocardiography, A. Fassano & Company, Freeman 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 damages 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.

**Literature Distribution:** Exhibitors may distribute materials only from their assigned booth. NO materials may be placed on seats, attached to walls, ceilings, columns, or woodwork in the facility, left in public places or distributed in the aisles of the exhibit hall. Samples, catalogues, pamphlets, souvenirs, etc. may be distributed by exhibitors and their representatives (including models) only within their own booths. ASE may reject any or all materials in its sole discretion. Distribution of any printed material, showing of equipment or product presentations to ASE attendees by exhibitors, other than in the exhibitors' assigned booth space or that which products were not approved by ASE Exhibit Management during the official dates of the Scientific Sessions are prohibited.

**Live Scanning:** ASE reaffirms the American Institute for Ultrasound in Medicine's (AIUM's) "Live Scanning for Educational Purposes" resource materials and the United States Food and Drug Administration (FDA) regulations regarding continuous live scanning at society events. All exhibitors must complete and return to ASE a Live Scanning Compliance Certification Form, which will be included in the Exhibitor Service Kit, certifying that all items within the checklist included have been completed. Deadline date can be found in the Exhibitor Resource Center (ERC).

**Media and Press Policy:** All media personnel must register with ASE either in advance or on-site. Only reporters with official ASE badges will be permitted in the Exhibit Hall and educational classrooms. No filming, recording, or on-site interviewing is permitted without permission from the ASE Marketing Department. Please direct any questions to [ASE Exhibit Management](#). (See also Photography and Videotaping)

**Meeting Room Request:** All requests for meeting space, including a location other than the official ASE hotels or convention center, must be submitted to ASE Event Management. Do not submit requests directly to the venues. After meeting space assignment is made by ASE, the organizer is responsible for finalizing all arrangements with the assigned hotel or convention center. Hospitality suites and meeting room requests will be released at the discretion of ASE. Further instructions regarding meeting space will be available in the Exhibitor Resource Center.

**Photography/Videotaping and Camera Crews:** Photographing, including using camera-enabled cell phones, videotaping, or otherwise examining another exhibitor's equipment or display without permission is forbidden. Live public/media broadcasts by exhibitors are strictly prohibited. Exhibitors wishing to photograph their booth must send a formal request prior to the event for ASE approval. Exhibitors may contract with the official ASE photographer for their photography needs. Contact [ASE Exhibit Management](#) for more information.

**Restrictions:** ASE reserves the right to establish restrictions for exhibits in order to enhance the success of the exposition. These restrictions cover persons, animals, conduct, printed materials, or anything which may be objectionable to or disrupt the Exhibition as a whole. No motorized equipment is allowed outside of the booth. If ASE Exhibit Management finds an exhibit/exhibitor in violation of any rule or restriction, ASE may order the violation removed or may evict the exhibit/exhibitor. Upon such violation or eviction, ASE shall not provide any refund, and is expressly not liable for any damage or injury resulting from such eviction. Exhibitors are expected to conduct themselves in a professional manner at all times. Any complaints will be resolved by ASE or ASE's Security Vendor.

**Security:** Solely as a courtesy and accommodation to exhibitors, security for the perimeter of the exhibit area will be furnished by ASE during the show. The furnishing of such services does not serve as a guarantee against any loss or theft of any kind. ASE and any of its directors, officers, employees, agents, vendors, or subcontractors, and the ASE Scientific Sessions venue are not responsible for the protections of exhibitor's materials and/or displays, nor for any loss or damage to materials and/or displays. Exhibitors must have at least one representative in attendance at all times during show hours and at least fifteen (15) minutes before and after show hours. Exhibitors are advised to remove, place in safekeeping, or otherwise secure small or easily portable articles of value after closing hours. Exhibitors are encouraged to insure themselves against property loss or damage and against liability for personal injury.

**Selling of Products or Services:** Selling of any products or services without prior approval from ASE Exhibit Management is strictly prohibited. Any violation will result in eviction from the exhibit floor with no refund of payment. No warnings will be given.

**Sharing or Subletting Space:** No exhibitor may assign, sublet, share, apportion, or exchange all or any part of its exhibit space with or to another organization or business unless prior written consent has been obtained from ASE Management. Consent may be conditioned on the payment of such fees as ASE Management determines. The exhibitor must submit a written request to ASE Management. Exceptions, as determined by ASE Management, may be granted for the following: a corporate parent or subsidiary of the exhibitor; another subsidiary of the parent corporation; or a partner of the exhibitor in an ongoing partnership with a written partner agreement. Exhibitors must provide written documentation of the relationship to ASE. ASE Exhibit Management retains the right to remove from the Exhibit Hall any company or organization without a signed space application and contract. Only those companies and organizations that are the authorized occupants of each exhibit space will be entitled to exhibitor badges.

**Solicitation:** Solicitation outside of contracted space is not permitted. Solicitation by exhibiting companies, including those who represent magazines or publications, of other exhibiting companies is not permitted. Violators will be asked to dismantle their displays at their own expense and will not be permitted to exhibit in the future.

**Terms and Conditions:** These Terms and Conditions are part of the contract between the exhibitor and ASE. They have been formulated to ensure a successful event. All exhibitors must observe all terms and conditions. All points not covered are subject to the decision of ASE. This application for an exhibit space, the formal notice for space assignment the ASE Exhibit Management and all deposits for exhibit space together constitute a contract for the right to exhibit at the American Society of Echocardiography's Scientific Sessions.

**Use of Exhibit Space:** ASE Exhibit Management reserves the right to approve the character of the display and to prohibit any display that detracts from the general character of the exhibit. No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to them. Each exhibitor must keep an attendant in the display during open hours of the exhibition. Exhibitor is not allowed to close their exhibit early and must remain open during all show hours. All attendants must wear ASE exhibitor badges and be registered as exhibitors. In the event that an exhibiting company finds it necessary to expand the size of its booth, all attempts will be made to accommodate the exhibiting company's existing location. However, ASE will not relocate those companies that may interfere with the exhibitor's expansion if they do not wish to move.

**The American Society of Echocardiography has the full authority to interpret or amend these terms and conditions, and its decision is final. Exhibitors agree to abide by any terms and conditions that may hereafter be adopted. Any issues not addressed in these terms and conditions are subject to the decision of the American Society of Echocardiography. The exhibitor waives any rights or claims or damages arising out of enforcement of any rules contained herein.**