



AGREEMENT ACCEPTANCE

Please Read and Sign

In order to validate this agreement, we the undersigned:

- A. Do hereby apply for the reservation of exhibit/advertising space at the 2019 Addiction Studies Institute in Columbus, OH. We understand this agreement becomes binding between Garrison and Associates, Inc., and the undersigned Exhibitor when accepted by Garrison and Associates, Inc.
B. Agree to pay by check or credit card the total amount of contracted exhibit space and/or advertisement space within 30 days after signing this agreement.
C. The individual signing this agreement warrants that he/she/ has the authority to bind contractually the organization applying for exhibit/advertising space.
D. Agree to submit all advertisements within the specifications spelled out and understand that an hourly graphic design charge of \$90.00 per hour will be assessed for any ads that require manipulation because of failure to supply them in the proper format.

I have read this agreement and the attached Terms and Conditions. I fully understand it will become a binding contract upon acceptance by Garrison and Associates, Inc. and is subject to the Terms and Conditions stated on the attached sheet and the rules and regulations contained in the Exhibitor Services Manual, which rules and regulations are incorporated herein and made part of this Agreement.

I understand that refunds will not be given for cancellations and Garrison and Associates, Inc. reserves the right to resell any cancelled exhibit space.

Agree to _____
Signature of Authorized Organization Official Date

Print Name _____

Title _____

Approved by _____
Show Management Authorized Signature Date

Please return signed and completed agreement with payment in full to:

Garrison and Associates, Inc.
Attn: ASI Exhibits
4920 Reed Rd / Suite B
Columbus, OH 43220
Ph: 614.273.1400
Fax: 614.273.1401
eg@garrisonevents.com

FOR SHOW MANAGEMENT USE ONLY
Date Received _____ 2019
Number of Booths _____
Exhibit Space(s) Assigned _____
Date Assigned _____ 2019
Selected by _____
Total Cost \$ _____
Authorized by _____

TERMS AND CONDITIONS

- 1) **Defined Terms.** Garrison & Associates, Inc. produces and manages the trade show for The Addiction Studies Institute. Garrison & Associates, Inc. is hereinafter referred to as "Show Management." The exhibit hall, parking lots, air space and grounds of the Greater Columbus Convention Center are hereinafter referred to as the "Exhibition". The Exhibit Space Agreement, Exhibit Display Regulations, Exhibitor Regulations, and the Exhibitor Services Manual are hereinafter referred to as the "Agreement" and constitute the agreement between Show Management and the Exhibitor.
- 2) **Eligibility.** Show Management reserves the right to determine the eligibility of each exhibitor for inclusion in the Exhibition prior to, or after, execution of the Agreement. All products and services must be related to the exposition industry. Exhibitor agrees to display only products and/or services described by the exhibitor on the topic listing form that are intended for and generally used in a manner that conform to State, Federal, or other applicable laws, rules or regulations. Any promotion of other products and/or services is strictly prohibited and will result in immediate ejection from the exhibition without refund or other appeal. Exhibitors will not display any product or dis-tribute any advertisements for a product which infringes upon the registered copyright, trademark, or patent of another company, as has been determined by a court of competent jurisdiction. Product comparisons or written materials of companies other than the contracted exhibitor are prohibited. Show Management, in its sole judgment, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products which are in violation of these exhibitor regulations or do not meet the Exhibition objectives.
- 3) **Exhibitor Non-Compliance.** It is agreed that if Exhibitor fails to comply, in any respect, with the terms of this Agreement, Show Management shall have the right, without notice to Exhibitor, to sell or offer for sale the exhibit space covered by this contract. Exhibitor shall be liable to Show Management for any deficiency, loss or damage suffered by Show Management, together with reasonable expenses and costs incurred by reason thereof. It is further agreed that the actual occupation of the exhibit space by an exhibit is of the essence thereof, and should Show Management be unable to effect the sale of the space herein provided, Show Management is then expressly authorized to occupy or cause said space to be occupied in such a manner as it may deem in the best interests of the Exhibition, without any rebate or allowance whatsoever to Exhibitor and without releasing Exhibitor from any liability hereunder, and Exhibitor expressly agrees to pay the full sum as herein set forth. Show Management will not be liable for the non-fulfillment of this Agreement as to the delivery of exhibit space if non-delivery is due to any of the following causes: by reason of the facility being damaged or destroyed by fire, act of God, public enemy, war or insurrection, strikes, the authority of the law, postponement or cancellation of the Exhibition or if the Exhibition is canceled or postponed for any reason beyond the control of Show Management. If the Exhibition is not held for any of the above named reasons, Show Management will reimburse Exhibitor for amounts paid in, less actual, out-of-pocket expenses incurred, such as rent, advertising, labor, operating costs, etc., on a prorated basis.
- 4) **Exhibit Space**
 - A. **Method.** The method of determining exhibit space assignment shall be established by Show Management and may be changed from time to time without any notice to Exhibitors in order to accommodate what Show Management perceives as the best interest of the Exhibition. No rights or privileges are created for any Exhibitor as a result of previous space assignments or years of participation in the Exhibition
 - B. **Subletting Space.** Exhibitor shall not assign, sublet, share or apportion the whole or any part of the space allotted, or have representatives, products, equipment, signs, or printed materials from other than its own firm in the said exhibit space without prior written consent of Show Management.
 - C. **Floor Plan.** The floor plan developed and maintained by Show Management shall be the official floor plan. Changes to the floor plan may occur at any time to accommodate the Exhibition's needs. Exhibit space assignments shall be as indicated on the Exhibit Space Agreement. However, should conditions or situations warrant, Show Management reserves the right to rearrange exhibitors and/or adjust the floor plan to accommodate the best interest of the Exhibition.
 - D. **Assignment.** Exhibitor shall not assign this contract or sell, transfer or sublet to a third party all or any portion of its Exhibit Space without prior written consent of Show Management. In the event of a merger of two or more Exhibitors, Show Management will use reasonable efforts to consolidate the space contracted by the Exhibitor when they were independent. However, in the event that it is not possible, the Exhibitor that survives the merger shall be liable for Exhibit Space at each of the locations originally contracted for by each of the merged companies.
 - E. **Early Removal of Exhibits.** No exhibit shall be packed, removed, dismantled or altered in any form prior to the set strike time of the Exhibition without prior written consent of Show Management. If Exhibitor acts in breach of this provision, it is subject to pay as compensation for the distraction to the Exhibition's appearance and amount equal to no less than one-third of the total space charge for the Exhibitor's assigned area, in addition to all sums otherwise due under this Agreement. Additionally, breach of this provision may result in the loss of the Exhibitor's space in future shows.
 - F. **Exhibit Design and Inclusions.** Exhibitor agrees to abide by exhibit display guidelines published by Show Management and included in the Exhibitor Services Manual.
 - G. **Booth Specifications.** The Line of Sight Rule is the accepted Good Neighbor Policy whereby display materials and/or product should be arranged so as not to obstruct sight lines of neigh-boring exhibitors. Whether your exhibit space is a single 8' x 8' unit or a combination of single units to create a 10' x 40', all parts of the exhibit space in any portion of the booth beyond 4' from the back-wall shall be placed not to exceed the height of the dividing side rails which is three feet (3'). Please refer to the Exhibit Guidelines and Regulations packet detailing each booth type specifications. Please contact the Show Management Operations/Logistics Manager with questions.
- 5) **Contractor Services.** Certain firms will be designated to serve as official contractors to provide security, support and facilities services for Show Management. In some cases Exhibitors will be required to use the Official Contractors. All information will be explained in the Exhibitor Services Manual. Show Management shall not be responsible or liable for the performance and/or any act, error or omission of any Official Service Contractor, or any other contractor retained by Exhibitor.
- 6) **Labor.** Employees of an exhibiting firm may install and dismantle their own respective company's displays as long as power tools, forklift, aerial lift or other equipment assistance is not necessary. All temporary labor MUST be acquired through the Official Services Contractor. Requests for fork-lift, aerial lift or other specialized equipment must be sent to the attention of the Show Management Operations/Logistics Manager for approval 40 days before the show.
- 7) **Protection and Damage to Facilities.** Nothing shall be posted on, tacked, nailed, screwed or otherwise attached to the columns, support beams, walls, floors, doors or other parts of the Greater Columbus Convention Center. Caustic or staining fluids/materials are not permitted. Packing, unpacking and assembly of exhibits shall be done only in designated areas and in conformity with the directions of Show Management and/or the Convention Hall Management, as applicable. Exhibitors, agents and representatives are liable for all damages caused by them to the Greater Columbus Convention Center facility, booth equipment, property of Show Management, or to other Exhibitors' property and shall indemnify the Facility Management, Show Management and the Official Service Contractors against, and hold them harmless from, any complaints, suits and/or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of exhibit or session space.
- 8) **Fire Department Regulations.** All materials used in the Exhibition and/or Exhibitor's booth(s) must be fireproofed and conform to ALL Fire Department Regulations. Use of open flames, compressed gas or explosive fuels, heat, etc., is not permitted. Further information regarding Fire Regulations is located in the Exhibitor Services Manual. Columbus Fire Department (CFD) Inspectors, Firemen, State Fire Marshall, Convention Cent personnel and Show Management WILL carry out regular inspections of the Exhibition and Exhibitors booth(s) throughout the show and without any prior notification and will ENFORCE ALL regulations. Exhibitors accept full responsibility for compliance with national, state, city and facility fire safety rules and regulations. Exhibitors will be directly warned and fined for any violations pertaining to Exhibitor's booth(s), or violations related to Exhibitor as determined by appropriate authorities and Show Management. Questions and/or requests for a code variance should be directed to the Show Management Operations/Logistics Manager. All special requests must be submitted no less than 60 days prior to show date.
 - A. **No Smoking.** The Greater Columbus Convention Center is a smoke-free facility. Smoking is not permitted in the exhibition hall, main concourse, session rooms, entrance ways or dock areas.
- 9) **Sound Devices and Noise Level.** Show Management reserves the right to restrict sounds from any source that interferes with activities in neighboring areas. The use of devices for mechanical reproduction of sound is prohibited. Music, whether mechanical, vocal or instrumental is prohibited. Operation of radio or television equipment with the exception of a product demonstration video with no sound is prohibited. Any demonstrations or presentations must be at a low volume so that nearby Exhibitors are not bothered. If an Exhibitor exceeds an acceptable sound level and Show Management's request to lower said levels goes unheeded, Show Management reserves the right to eject the Exhibitor from the Exhibition without refund or other appeal.
- 10) **Federal Communications Commission.** Exhibitors displaying digital devices (e.g. computers, printers, monitors, keyboards, etc.) must comply with Section 302(b) of the Communications Act and Section 2.803 of the FCC's rules. Specifically, all digital devices on display must have the required FCC certifications. This includes an FCC Warning and Identification Label. Computers and peripherals are defined as Class B digital devices. All such devices must carry a FCC Warning Label and ID Number. These devices emit radio signals when operating. Uncertified digital devices may cause harmful interference to important radio and broadcast communications.
- 11) **Observance of Laws.** Exhibitors shall abide by and observe all federal, state, city and local laws, rules, regulations and ordinances applicable to the Greater Columbus Convention Center, including the rules of the Greater Columbus Convention Center, Show Management, Official Contractors and Labor Unions. Exhibitors shall not discriminate against any person on the basis of age, sex, race, color, creed, national origin, sexual orientation, education level, disability or in any other manner in connection with or related to the Exhibition or the use of the Greater Columbus Convention Center.
- 12) **Food and Beverages.** Preparation and/or serving of any type of food or beverage within the Exhibition area is prohibited without the prior written consent of Show Management and Aramark Services. No alcohol is permitted at any time during the Exhibition. All foods and beverages must be purchased exclusively through Aramark Services. Show Management and Aramark reserve the right to bill the Exhibitor for the actual cost plus a determined amount of any food or beverage item brought into the Greater Columbus Convention Center without prior written consent.
- 13) **Exhibitor Representatives' Responsibility.** Each Exhibitor MUST name at least one person to be the representative in connection with installation, operation, and removal of Exhibit. Such representative shall be authorized to enter into such service Contracts as may be necessary and for which the Exhibitor shall be responsible.
- 14) **Exhibitor Services Manual.** The Exhibitor Services Manual will include information integral to your organization's participation at the Exhibition, including but not limited to: additional Exhibitor Rules and Regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, decorator, audio/visual, Exhibitor display rules and regulations, move-in/move-out schedules, and insurance information.
- 15) **Impossibility of Performance.** The parties further agree that Show Management shall in no way be deemed to have guaranteed the performance of the Exhibition and will not be liable for the fulfillment of this Agreement as to the delivery of space.
- 16) **Cancellation.** Once the Agreement has been signed and accepted by Show Management, the following cancellation policy applies: Exhibitor is liable for 100% of the contracted amount if cancelled at any time. Refunds will not be given and Show Management reserves the right to resell any cancelled exhibit space.
- 17) **Termination of Agreement.** Show Management reserves the right to terminate this Agreement immediately by written notice if Exhibitor breaches any of the terms and conditions set forth herein and in the Exhibitor Services Manual, including failure to make payment when due under the Terms of this Agreement.
- 18) **Limitation of Liability.** No Indemnified Party shall be liable to anyone for lost profits or other incidental, special, indirect, punitive or consequential damages whatsoever, whether or not appraised of the likelihood of such lost profits or damages. In no event shall Show Management total liability under this contract exceed the exhibit space fees actually paid to Show Management by Exhibitor hereunder for the Exhibit Space. Show Management makes no representations of warranties of any kind regarding the Exhibition, the number of persons who will attend the Exhibition, the Exhibitor Services Manual or any other materials provided by Show Management. Show Management EXPRESSIVELY DISCLAIMS ALL EXPRESSED AND IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 19) **Taxes and Licenses.** Exhibitor shall be responsible for obtaining any licenses, permits or approvals under federal, state, city or local laws applicable to its activity at the Exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees and/or charges that shall become due to any governmental authority in connection with its activities at the Exhibition. Exhibitors selling products in the Exhibition area are REQUIRED to submit a completed sales tax form and/or tax identification certificate to Show Management 30 days before the show date.
- 20) **Insurance.** Exhibitors are advised to carry insurance to cover exhibit material against damage or loss; also public liability insurance against injury to the person and property of others. Exhibitor shall certify, at its expense, the provision of insurance for protection of their property against fire, theft, vandalism, acts of God or destruction by any cause. Show Management assumes NO RISK OR RESPONSIBILITY by the acceptance of this Agreement. Exhibitors expressly release Show Management from ANY and ALL liability for any damage, injury or loss to any person or goods, which may arise from the rental, and occupation of assigned space. Exhibitors agree to hold and save Show Management harmless of and from any loss or damage by reason thereof. Exhibitors must make insurance certificates available to Show Management upon verbal or written request.
- 21) **Agreement of Terms and Conditions.** Exhibitor shall observe and abide by the foregoing terms and conditions and by such additional terms, conditions and rules made by Show Management, including those set forth in the Exhibitor Services Manual. In the event of a conflict between the Exhibitor Services Manual and this contract, the Exhibitor Services Manual shall govern and control. This contract represents the entire Agreement between Exhibitor and Show Management concerning the subject matter hereof. Any amendment to this contract must be in writing signed by the party against whom such amendment is sought to be enforced. The rights of Show Management under this contract shall not be deemed waived except as specifically stated in writing and signed by an officer of Show Management. If any term of this contract is declared invalid or unenforceable, the remainder of the contract shall continue in full force and effect. This contract shall be binding upon the heirs, successors and permitted assigns of Exhibitor.