



CYTO 2020

35th Congress of the International Society for Advancement of Cytometry

Exhibitor Terms and Conditions

1. APPLICATION AND ELIGIBILITY - This application, executed by an individual who has authority to act for the applicant (Exhibitor) shall constitute a valid and binding contract with the International Society for the Advancement of Cytometry (ISAC). Exhibits must be of an educational character and relevant to the registrants' scientific and professional interests. ISAC reserves the right, at its sole discretion, to accept or deny applications for exhibit space and to allocate space among exhibitors. By applying for exhibit space, an exhibitor agrees to adhere to all conditions and regulations outlined within this website. Conformity with these Terms and Conditions for this Congress will be monitored by Exhibit Management.

2. NON-ENDORSEMENT - The Exhibitor agrees and understands that by approving its application, ISAC does not in any way endorse or signal its approval of the Exhibitor's product or service. Accordingly, the Exhibitor agrees that it shall not, in any manner, in its advertising, promotional or similar materials or undertakings, state, suggest, or imply such ISAC approval or endorsement. Further, the Exhibitor agrees not to use ISAC's name or make any reference to ISAC in any other undertakings (e.g. survey, questionnaire, letter of introduction) without the written permission of ISAC. Except reference may be made to the meeting as CYTO 2020 (35th Congress of the International Society for Advancement of Cytometry, with place and dates) on the exhibitor's advertisement.

3. AGREEMENT TO CONDITIONS - The Exhibitor, for itself and its employees and agents, agrees to abide by the conditions stated herein, it being understood and agreed that the sole control of the exhibit hall rests with ISAC.

4. ASSIGNMENT OF SPACE - Exhibit space will be allocated on a first-paid, first served basis and priority points. Priority will be determined by date of receipt of application for space accompanied by required payment. Application for space must be accompanied by the full fee in order to guarantee reservation. Booths for which payment has not been received in full will not be set up by the service contractor. After March 19th, 2020, unpaid booth reservations will be released for general sale. ISAC reserves the right to move exhibit space at any time prior to show start date. ISAC reserves the right to reassign or to otherwise use space not occupied or set up by the published exhibit opening time and date. Exhibitors shall not be entitled to a refund in the event of such reassignment

or other use. Every effort will be made not to relocate an exhibitor's booth. Exhibitor will be notified if relocation is deemed necessary.

5. SUBLEASING SPACE - No Exhibitor shall assign, sublet, or share the whole or any part of the space contracted to them. Exhibitor agrees to limit the service and/or materials displayed in their exhibit area to those purveyed by Exhibitor, with the exception that other proprietary equipment may be used solely for the purpose of demonstrating the materials or services of Exhibitor.

6. PAYMENT - Exhibit Booth Applications submitted prior to the January 17 Priority Point deadline - FULL PAYMENT is due by **February 4, 2020**. Exhibit Booth Applications submitted after February 5, 2020 - FULL PAYMENT is due with exhibit application. Payment for booth space must be received with this signed application. Note, an application to exhibit does not constitute a contract to exhibit until ISAC accepts the application. In the event that ISAC declines to accept an application or ISAC cancels a contract as set forth above, ISAC will return payment.

7. INSURANCE - Exhibitors must obtain insurance policies including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million U.S. dollars (\$1,000,000) combined single limit for both bodily injury and property damage. Exhibitors must also have public liability, bodily injury, and property damage insurance. Such insurance shall name ISAC (exhibit management), the Pennsylvania Convention Center and Brede Exhibition Services (CYTO 2020 exhibition service contractor) as additional insureds. Exhibitor shall furnish a certificate of insurance verifying such coverage to AIM Group International at least 30 days prior to the start of the exhibit show date by emailing the COI to k.herlitz@aimgroupinternational.com indicating ISAC Exhibit in the subject line.

8. LIABILITY - a. ISAC undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of Exhibitor, its officials, agents or employees, or for the protection of the property of the Exhibitor or its representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be

properly secured or removed after exhibition hours and placed in safekeeping by Exhibitor. Any protection for such items provided by ISAC shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Exhibitor.

b. This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between ISAC and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless, and defend ISAC, ISAC Leadership their officers, directors, employees, agents, affiliates, and subsidiaries (collectively, "Indemnified Parties"), from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest, and attorney's fees) which any Indemnified Party may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that the Indemnified Party, shall not be responsible in any way for damage, loss, or destruction of any property of Exhibitor or injury to Exhibitor or its representatives, agents, employees, licensees, or invitees.

9. BOOTHS - Booths include standard booth drape (8' backdrop, 3' high side rails), 7" x 44" company ID sign with booth number, and six complimentary exhibit booth personnel badges per each 10' X 10' booth space. Booth carpet, furnishings and equipment must be contracted through Brede Exhibition Services.

Booths also include:

- One complimentary full attendee registration for each exhibiting company
 - Listing on the Congress website (Virtual Floor Plan) recognizing your company as a 2020 exhibitor.
 - Company listing in the online Congress Program and Mobile App with a 50-word description of your products and services.
- If an exhibitor plans to install a completely constructed display of such character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof will project as to obstruct the view of adjacent booths. No part of any display may be more than eight feet in height. The back three feet of rented space may be occupied from the floor up to eight feet in height; the front of the rented space may be occupied from the floor up to 48 inches only. All exhibits must fit within the confines of their assigned space so as not to impede traffic flow, infringe on the space of other exhibitors, or violate the emergency exit routes set forth by the fire marshal.

10. CARE OF EXHIBIT SPACE - Exhibitor must, at its expense, maintain and keep in good order its exhibit and the space that it is assigned. No refuse, such as empty cartons, may be placed in the aisles after the final sweeping of the aisles in the exhibit area. Exhibitors are urged not to litter the floor in the

booths or aisles after the cleaning of the exhibit area since time will not permit a sweeping of booths or aisles on opening morning. Exhibitors are requested to staff their exhibits with personnel attired in a manner consistent with the decorum of the meeting and knowledgeable in the products and policies of the company.

11. PROTECTION OF THE EXHIBIT FACILITY - Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the exhibit area without ISAC's permission and the permission of the proper building authority. Packing, unpacking and assembly of exhibits will be done only in designated areas and in conformity with ISAC's Exhibit Manager, the hotel, or the convention hall manager, as applicable. Exhibitor shall be solely responsible for any and all damage to the Facility caused by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

12. INSTALLATION AND DISMANTLING - ISAC will supply the specific requirements as to the time for installing and dismantling exhibits prior to the event. Such requirements shall be binding upon the Exhibitor as though fully set forth herein. All exhibit material must be unpacked by the designated time to permit the removal of empty crates and cartons from the exhibit area. Exhibit space not claimed by 1400 on Saturday, June 20, ISAC has authority to relocate the space and allow exhibit decorator to assemble booth space. Exhibitor agrees to pay for assembly charge in said event and will be invoiced accordingly. Exhibitors not planning on exhibit move-in must contract for booth installation or face incurred assembly charge. It is mandatory that empty crates, boxes and cartons be removed from the exhibit area one hour prior to hall opening. Do not store anything of value in crates going into storage. Deliveries or removal of equipment must be made before or after exhibit hours. A pass must be obtained from the Exhibit Management office to remove any material or equipment prior to Tuesday, June 23rd. Once the exhibit opens Tuesday morning for the last day of exhibiting, nothing may be removed until the exhibit is officially closed at 1400, at which time no pass is required. Security will not check equipment leaving the exhibit area after 1400, Tuesday, June 23rd. Strict security will be in effect at all other times. No packing of equipment, literature, etc., or dismantling of exhibits will be permitted until the official closing time. Violators will lose one half of all priority points accrued to date and be subject to not being invited to exhibit at future ISAC/CYTO. **IMPORTANT:** To avoid any damage to your equipment, please remain in your exhibit until crates are delivered and labor is available. The International Society for Advancement of Cytometry, Exhibit Management, the Pennsylvania Convention Center, and Brede Exposition Services cannot assume any responsibility for loss of or damage to exhibits, equipment, personal belongings, etc.

13. USE OF SPACE - Exhibits may be displayed only in the official exhibit area as established by ISAC. Exhibit Management reserves the right to prohibit distribution of souvenirs, advertising matter, or any other materials. Exhibit personnel, companies, or organizations that have not contracted with ISAC to occupy space in the Exhibit Hall will not be permitted to display or demonstrate products, processes, or services; solicit orders; or distribute advertising materials in the Pennsylvania Convention Center, parking lots, or any hotel contracted by ISAC. Distribution from anywhere other than within Exhibitor's booth is forbidden. Demonstration areas may not be set on the aisle line of the exhibit; space must be left within the exhibit area to absorb the spectators. Should the spectators interfere with the normal traffic flow in the aisle or overflow into neighboring exhibits, the presentation must be limited or eliminated. The use of open audio systems is discouraged. Requests to use an open audio system must be approved by the Exhibit Manager and the exhibitor must agree to discontinue its use if the sound level is deemed to be objectionable to the registrants or adjacent exhibitors. No videography, photography or examining another exhibitor's booth or equipment is allowed without the permission of the booth staff and/or show manager.

14. PROHIBITED – The following is strictly prohibited in the exhibit hall:

- Drones or Balloons
- Children under the age of 18, during installation and dismantling
- Door drops in hotels
- Catering in exhibit booth
- Noisy electrical or other mechanical apparatus interfering with other exhibitors
- Operation of x-ray equipment
- Use of live animals, photographs and other forms of visual displays of surgery being performed
- Use of billboard advertisements unless approved by exhibit management

15. CONFLICTING MEETING & SOCIAL EVENTS

Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of ISAC members or exhibitors from the conference or exhibit hall during the official hours of the conference and exposition. Publicizing and/or maintaining any extracurricular activities, inducements, demonstrations or displays away from the exhibit area during the exhibit hours will result in Exhibitor not being allowed to exhibit in the following year.

16. CONDUCT - ISAC expects all CYTO participants to behave in a courteous, collegial, and respectful fashion. Demeaning, abusive, harassing, or threatening behavior towards others will not be tolerated, either in personal or electronic interactions.

17. CANCELLATION BY EXHIBITOR OR RELOCATION OF CONFERENCE - In the event of cancellation or relocation of an

event due to circumstances within ISAC's direct control, ISAC is limited to refund payment received for exhibit space. In the event ISAC has no control over the cancellation or relocation of an event, ISAC will have no liability of any kind to the Exhibitor but will refund any fees paid to ISAC by the Exhibitor less any and all expenses incurred by ISAC for advertising, administration, or similar and related costs. Exhibitors cancelling or reducing space for any reason prior to **March 19, 2020**, will receive a 50% refund of the cost of space. No refunds will be given for any cancellations or reductions received after **March 19, 2020**; company will be responsible for full cost of space. All cancellation requests must be submitted in writing to ISAC Exhibit Management. The effective date of space cancellation or reduction will be the date the written notice is received by Exhibit Management. Cancellation of any marketing or advertising opportunities will be non-refundable.

18. VIOLATIONS OF THE CONDITIONS - Any of the following actions by an exhibitor shall constitute a violation of the conditions of the Exhibitor's Agreement:

- a. Use of a display of equipment, products or services that vary in any significant way from the description on the Application for Exhibit Space
- b. Violation of any municipal, state, or federal laws, rules or regulations, including safety codes
- c. Failure to follow established procedures
- d. Failure to remove property from the facility upon cancellation or relocation of the conference
- e. Failure to comply with any other term and condition herein

CYTO 2020 Exhibitor Service Manuals are emailed directly from Brede Exhibition Services. Manuals will be sent a minimum of 60 days prior to the show so exhibitors can take advantage of discount pricing. The kit contains information on show services, labor rates, and drayage/freight handling rates.