

# **Exhibit Contract**

**2017 ASCB | EMBO MEETING**

**Pennsylvania Convention Center, Philadelphia, PA**

**December 2-6, 2017 (exhibit dates Dec 3-5)**

## **APPLICATION AND TERMS FOR EXHIBITING AT THE 2017 ASCB | EMBO MEETING**

We hereby apply for exhibit space at the 2017 ASCB | EMBO Meeting, December 3-5, 2017 (the Exhibit Dates), at the Pennsylvania Convention Center. By submitting this application we are agreeing to abide by the ASCB Contract Rules and Regulations (below), the Exhibitor Prospectus, and the General Policies, Rules and Regulations of the Pennsylvania Convention Center, and if approved as an exhibitor, agree to purchase or rent the exhibit booth(s) as assigned.

### **Important Information for Program Listing**

All exhibitors must provide a 50-word company description including what they are going to exhibit. This information will be included in the *Meeting Program* if the information is submitted before the deadline. The ASCB is not responsible for incomplete information in the *Meeting Program*. It is the exhibitor's responsibility to notify the ASCB of any changes in company information and/or personnel.

### **Booth Fee: Booths are to be requested through the online Exhibitor Portal.**

- Corner: \$3,500 (per 10' x 10' bordered by a front and side aisle)
- Inside: \$3,200 (per 10' x 10' bordered by a front aisle only)
- Island Booth: Start at \$14,000 bordered on four sides by aisles (20' x 20' minimum)
- Interactive Booth: start at \$20,400 (20' x 30' minimum) enables exhibitor to host presentations within the booth, does not include furnishings)

### **Payment**

Full payment is due upon selection of your booth space via the online Exhibitor Portal. Online payment can be made as indicated below:

- Payment types accepted: VISA, MasterCard, and American Express
- ASCB Tax ID # 39-605-4285

### **Cancellations/Reductions**

Exhibiting firms wishing to cancel space or reduce the size of their exhibit space are required to notify the ASCB, 8120 Woodmont Avenue, Suite 750, Bethesda, MD 20814, USA, in writing by the dates listed below.

It is the responsibility of the exhibitor to confirm that the cancellation has been received by the ASCB. Reduction of island space dimensions after assignments have been confirmed may result in relocation of

the exhibit booth. The exhibitor (through onPeak) will cancel exhibitor hotel rooms proportional to the reduction of booth space and entire room blocks held by a company canceling the entire exhibit space. The date the written notice is received is considered the official cancellation date.

The cancellation fee is a percentage of the total booth fee and it will be processed at the conclusion of the Annual Meeting. It is assessed as follows:

Through June 2	No Fee
June 3-July 21	25%
July 22-August 11	50%
After August 11	100%

No refunds will be made for written notices received after August 11, 2017

## **ASCB CONTRACT RULES AND REGULATIONS**

### **A. ELIGIBILITY, GENERAL TERMS AND REQUIREMENTS**

**1. Eligibility:** The ASCB | EMBO Meeting is designed to provide a program to further the education of scientists from around the world working in the field of the life sciences. The exhibits must be of an educational character. They must emphasize instruments, products or services for use in teaching and research, books, or other publications in scientific fields of relevance to the interests of the members, or directly convey scientific research findings in those areas of science represented by the ASCB. The ASCB reserves the right in its sole discretion to accept or deny applications for exhibit space, to allocate space among exhibitors, and to make decisions about vendors' compliance and non-compliance with these Contract Rules and Regulations. In the case of a denied application, all monies collected by the ASCB will be refunded to the exhibiting company.

**2. General Terms and Requirements:** By applying for exhibit space, an exhibitor agrees to adhere to all conditions and regulations outlined herein, as well as on the ASCB website and by all conditions stipulated by the Pennsylvania Convention Center. Exhibitors accept responsibility for informing all of their employees and agents of these conditions and agree that they will abide by them. ASCB will monitor conformity with these Rules and Regulations for this meeting. Each exhibitor is granted a terminable license to exhibit, subject to all the rules herein. If it is decided that an exhibitor has failed to comply with any rule, the license may be terminated, the exhibit closed without prior notice, and no refund given. In all interpretations of the Rules and Regulations, ASCB's decision is final.

### **B. BOOTH ASSIGNMENT AND USE**

**1. Space Assignment:** Full payment and 50-word description of what you are going to exhibit must be received at the time of booth selection (and before the deadline) to be listed in the printed *Meeting Program*. Booth assignments and determinations are made at the discretion of the ASCB. Booth selection is organized according to a priority points system (see below). The ASCB will attempt to assign requested spaces; otherwise, a space comparable in location and size will be assigned. ASCB reserves

the right to alter an exhibitor's assigned location at any time if deemed in the best interests of the Exhibition but ASCB will consult with exhibitor before exercising its discretion.

**2. Booth Relocation Policy:** Every effort will be made not to relocate an exhibitor's booth. However, if relocation is necessary, the exhibitor will be notified and offered the opportunity to relocate the booth.

**3. Seniority; Priority Points System:** Exhibit space is assigned first to current ASCB Gold Corporate Members and then to companies on the basis of their priority points. Priority points are earned according to the total amount spent with ASCB over the previous four calendar years. One point is earned for each \$1,000 spent. In the event an exhibiting company merges with, buys, or is bought by another company, ASCB must be notified and the highest number of points accumulated by any one of the original companies will be used. To be assigned booths in accordance with the priority points system, you must apply for space and pay in full online. Exhibitors in the priority point categories will be sent an email (based on tiers) giving them a time frame in which to select their booth space. It is the responsibility of the exhibitor to reserve booth space as soon as possible. The ASCB cannot guarantee that the space you want will be available as it is by a first-come, first-served basis.

**4. Booth Sharing:** The sharing of booth space is prohibited except by two or more divisions of the same company wishing to exhibit together (they may exhibit under one company name) or by companies co-marketing a product, in which case only the name of the company that appears on the contract will be listed in the *Meeting Program*. Otherwise, no subletting or sharing of exhibit space is permitted and exhibitors may not release or assign any of their contracted space to another company.

**5. Failure to Occupy Space:** Any exhibitor failing to occupy space one hour prior to the scheduled Learning Center (Exhibit Hall) opening will forfeit their fees and the ASCB will have the right to use or reassign such exhibit space as it sees fit without compensation to the exhibitor.

## **C. BOOTH CONSTRUCTION, SAFETY, AND LIABILITY**

**1.** The exhibitor is solely responsible for the safety of its exhibit. All special booth work must conform to ASCB exhibit regulations. Such approval and/or compliance with ASCB exhibit regulations do not constitute ASCB's approval or opinion on the structural safety of construction. The exhibitor and its display company remain solely liable for the safety of its exhibit, including its booth and any products or materials used or displayed therein. The exhibitor agrees that it is solely responsible for protecting its property on the premises of the Pennsylvania Convention Center.

**2. Booth Configurations.** All booths are 10' x 10'. Pipe and drape backs are 8' high and the side rails are 3' high. All exposed parts of a display must be finished so as not to be objectionable to other exhibitors or attendees. Crates and other packing materials may not be stored behind the pipe and drape. No walls, partitions, decorations, hanging or free-standing items, or other obstructions may be erected that in any way interfere with the view of another exhibitor. Exposed, unfinished sides of exhibit backgrounds must be draped for an attractive appearance. If such draping is not ordered, it will be installed at the exhibitor's expense. The aisles must be free for all attendees and exhibitors; therefore, each exhibitor has the responsibility to ensure proper flow of traffic during the entire meeting. Do not

place demonstration areas on the aisle line of the exhibit if it is expected that many people may congregate there. Leave space within the exhibit area to absorb the majority of the crowd.

**a. Standard In-Line Booths** — The back wall of the display is limited to 8' in height and a depth of 4' from the back line. All display fixtures and accessories, (including but not limited to book racks, instruments, and foliage) over 4' in height, not to exceed 8' maximum, must be confined to that area of the exhibitor's space which is within 4' of the back line. Display material in the remaining 6' of booth space must not exceed 4' in height.

**b. Island Booths** — In island booth units, bordered on four sides by aisles, the full cubic content of the space may be used; however, all display material is restricted to 22' in height and a sufficient "see-through" or "walk-through" area must be provided so as not to block the view of adjacent exhibits. Models or to-scale drawings of cubic content exhibits must be submitted in advance to ASCB for approval no later than October 27, 2017, to avoid problems during exhibit setup. Island booths will be measured and may not exceed the 22' height limitation. Nothing shall be posted, tacked, nailed, or otherwise attached to the walls, floors, or other parts of the exhibit facility or furniture contained in the facility.

**c. Interactive Conference Booth** – ASCB also provides the opportunity for exhibitors to create conference space within their booths. Video and audio capabilities are available in this setting, together with a seating area consisting of modular spaces with seating. Exhibitors may schedule as many conferences as they wish in their booths at a time of their choosing (except during scheduled symposia and minisymposia sessions). If you wish to include the presentations in the *Meeting Program* and Mobile App your payment and abstract must be received for approval by ASCB by September 15. Contact [Lclair@ascb.org](mailto:Lclair@ascb.org) for further information.

**3. Fire Protection.** All materials used in the exhibit area must be flameproof and fire resistant to conform to local fire ordinances and in accordance with regulations established by the National Association of Fire Underwriters. Crepe paper, corrugated paper, flameproof or otherwise, will not be permitted. Display racks, signs, spotlights, and special equipment must be approved before use, and all displays are subject to inspection by the Fire Prevention Bureau. Any exhibits or parts thereof that are found not to be fireproof may be ordered dismantled. All aisles and exhibits must be kept clear at all times, and fire stations and fire extinguisher equipment are not to be covered or obstructed.

**4. What to Order for a Booth:** The ASCB requires all exhibitors to purchase or provide carpet for their booths/displays. Table(s), Skirting for table(s), Chair(s), Trash can(s), Carpet, any additional drape, Lead Retrieval device, Floral, Photographer, Audiovisual, Internet drop, Catering, and Security may be ordered from the Freeman Exhibitor Service Kit, which will be available online in September.

**5. Care and Design of Exhibit Space:** Exhibitors shall be responsible for properly maintaining their space. Exhibitors may not place anything in the aisles during exhibit hours. Exhibitors are not permitted to have backdrops or any part of their displays exceeding 8' in height. When exhibitors leave their booths during show hours, they are required to leave a sign indicating when they will be back. For all booths, no part of a display in the front half of the booth may be higher than 4'. Any display, fixtures/products or material

over 4' in height that cannot be confined to the rear portion of the booth must be at least 10 linear feet away from any adjacent booth. No signs shall be affixed to walls, drapes, electrical outlets, etc., by the use of nails, tacks, staples or tape. Any damage to facility through carelessness of exhibitors or their employees or agents must be paid by the exhibitor causing the damage. Any exhibitor distributing stickers will be held responsible for removing them from any part of the premises. Pop-up backgrounds cannot be any higher than 8' in height, and must be placed against the back wall of the booth. All sides of the pop-up display must be draped if they are facing an aisle.

#### **D. INSTALLATION OF EXHIBITS; USE OF CONTRACTORS**

**1.** It is recommended that exhibitors use Freeman, the official contractor for the show, to set up, erect, and dismantle exhibits. Exhibitors may use contractors other than Freeman, provided the company meets ASCB requirements for exhibitor-appointed contractors and the Exhibitor provides ASCB with the name and address, a certificate of liability insurance, and a signed indemnification agreement for its contractor(s) by the deadline of October 27. These contractors must advise ASCB Exhibit personnel upon arrival and secure the proper temporary identification needed for set-up and dismantling.

**2.** All booths and displays must comply with all federal, state, and local laws and/or regulations and must comply with any/all laws, rules, and regulations related to booth installation/dismantling and exhibitors assume all risks including bodily injury or death associated with booth installation/dismantling.

**3. Labor:** Exhibitors are required to observe all contracts in effect between the ASCB, service contractors, and the Pennsylvania Convention Center. Contractor information for the Pennsylvania Convention Center can be found on this website <https://www.paconvention.com/meeting-professionals/meeting-planner-tools/contractor-services-documents>.

**4. Installation of Exhibits (Move-In):** A labor crew will be available on set-up days in accordance with advance orders. Exhibitors are urged to order all required services in advance. A complete set of service forms will be included in the Freeman Exhibitor Service Kit available online in early September. All exhibit materials must be unpacked by 12:00 Noon, Saturday, December 2, 2017, to permit the removal of empty crates and cartons from the exhibit area. Once crates are removed, exhibitors may continue to set up inside of their booths until 5:00 pm. Any exhibit not unpacked by this time will be placed in storage and can be returned only after the exhibits close on the first day of exhibiting, or may be ordered for setup by ASCB and the cost charged to the exhibitor. 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.

**5. Americans with Disabilities Act:** Each exhibitor shall be responsible for compliance with the Americans with Disabilities Act within their assigned exhibit space.

**6. Exhibitor Service Kit:** Freeman is in charge of all exhibit production. Freeman will provide drayage service for all exhibitors. That service will include receipt of freight, delivery of your freight to your

booth site, storage of empty containers during the exhibit, and return of the freight to the carrier of your choice. Forms/rates will be included in the Freeman Exhibitor Service Kit emailed about 90 days prior to exhibit opening. Exhibitors will receive complete shipping instructions, product information, and other forms for all services needed during installation, show period, and removal of exhibition. Exhibitor must be responsible for all shipping costs associated with exhibitor's booth.

## **E. CANCELLATIONS/ REDUCTIONS/ FORCE MAJEURE**

1. Exhibiting firms wishing to cancel space or reduce the size of their exhibit space are required to notify Louise Campbell-Blair, Director of Business Development, ASCB, 8120 Woodmont Avenue, Suite 750, Bethesda, MD 20814, in writing by the dates listed below. All support payments are nonrefundable. It is the responsibility of the exhibitor to confirm that the cancellation has been received by the ASCB. Reduction of island space dimensions after assignments have been confirmed may result in relocation of the exhibit booth. The date the written notice is received is considered the official cancellation date. The cancellation fee is a percentage of the total booth fee and it will be processed at the conclusion of the Annual Meeting. It is assessed as follows:

Through June 2	No Fee
June 3-July 21	25%
July 22-August 11	50%
After August 11	100%

No refunds will be made for written notices received after August 11, 2017

2. **Force Majeure.** It is mutually agreed that in the event the 2017 ASCB | EMBO Meeting is canceled due to acts of God, war, strikes, government regulation or advisory foreseen or unforeseen (including travel advisory warnings by the government or World Health Organization), civil disturbance, terrorism, or threats of terrorism in Philadelphia, PA, and/or the Eastern Region of the United States, as substantiated by governmental warnings or advisory notices, curtailment of transportation, epidemics, disaster, fire, earthquakes, hurricanes, unseasonable extreme inclement weather, shortages or disruption of the electrical power supply causing blackouts or rolling blackouts in Philadelphia, PA, or any other comparable conditions or circumstances occurring either in the location of ASCB's meeting or in the countries/states of origin of at least 30 percent of the attendees or along their routes of travel, making it commercially impracticable, illegal, or impossible to hold the meeting and therefore the contract and contract for exhibit space will be terminated. In such an event, the affected party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorated reduction of any fees payable or otherwise due under this agreement and/or refund of any deposits paid.

## **F. EXHIBITOR CONDUCT**

### **1. Exhibitors are not permitted**

- a) On the exhibit floor other than during show hours and one hour before, after the exhibits are in place and properly set up;

- b)** To congregate or solicit trade in the aisles;
- c)** To employ or use any live model (and never a minor), demonstrator, solicitor or device for the mechanical reproduction of sound, without prior written consent of ASCB (which may be withdrawn by ASCB in its discretion), and then only confined to the exhibit space;
- d)** To distribute pamphlets, brochures, giveaways, or any advertising or promotional matter, or engage in any promotional activities or stunts without receiving ASCB's prior written approval, and not if in ASCB's discretion it does not meet appropriate, acceptable professional standards, or includes materials with adhesive backing, and then only within the exhibit space;
- e)** To publicize or hold cocktail parties, social gatherings, or any extracurricular activities, inducements, demonstrations, or displays away from the exhibit area or that will distract attendees from attendance at the exhibit during open hours;
- f)** To extend invitations, call meetings, or otherwise encourage absence of attendees or exhibitors from the meeting or Learning Center (Exhibit Hall) during the official hours of the Annual Meeting and exposition. Hotel meeting space requests from exhibitors must be submitted in writing to the ASCB for approval. Approved requests for meeting space by the ASCB are limited to paid exhibiting companies.
- g)** To lead attendees from one exhibit space to another;
- h)** To use exhibit space for entertaining;
- i)** To enter into another exhibitor's space without invitation or when unattended;
- j)** To engage in conduct in a manner offensive to standards of decency or good taste;
- k)** To use billboard advertisements and/or displays of signs outside the exhibit space, the convention center, and any ASCB contracted hotel unless approved by ASCB as an advertising opportunity;
- l)** To hang signs or banners from the ceiling (island booths only are permitted);
- m)** To photograph or examine another exhibitor's equipment without permission;
- n)** To take photographs and/or record any scientific session or poster;
- o)** To wear buttons, unofficial badges, company name plates, etc., in lieu of the official ASCB exhibitor badge;
- p)** To use noisy electrical, mechanical, or other apparatus that interferes with other exhibitors;

- q) To sublet or share exhibit space;
- r) To use helium balloons or glitter products;
- s) To sell or otherwise distribute demographic information obtained using lead retrieval devices to scan name badges of attendees who visit their booth;
- t) To negotiate blocks of hotel rooms directly with contracted ASCB participating hotels;
- u) To tip contracted labor;
- v) To use any special sound effects, giveaways, solicitations, contests, drawings, or music without ASCB's written consent, noting the following specific rules:
  - Objectionable audible or visual attention-getting devices or effects and offensive odors and/or fragrant flowers that could aggravate allergies shall be prohibited on the exhibit floor;
  - Sample-giving shall not interfere with other exhibitors' space or encroach into the aisles;
  - Films of purely entertainment character, without educational or informative values, will not be permitted;
  - Any music during the Exhibition must be pre-approved and accompanied by the exhibitor's payment of ASCAP or BMI fees and any associated fees and penalties.

## **2. Exhibitors are required**

- a) 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;
- b) To open exhibits on time each morning and staff them throughout the day until the scheduled closing hour.

**Note:** Non-exhibitors must comply with the above rules and shall not solicit business from scientific registrants or companies exhibiting.

## **G. CRATE STORAGE**

Empty crates, boxes, and cartons must be tagged for removal from the exhibit area by 12:00 Noon, Saturday, December 2, 2017. "Empty" stickers, which must be placed on all containers to be stored and returned at the close of the exhibit, will be available at the Exhibitor Service Desk. Containers or skids without the "Empty" stickers will be considered refuse and disposed of. Crates, boxes and cartons may not be stored behind booth backgrounds. ASCB will request removal of any goods behind booth

backgrounds that detract from the exhibit floor setting. Do not store anything of value in crates going into storage.

#### **H. DISMANTLING OF EXHIBITS (MOVE-OUT)**

No packing of equipment, literature, etc., or dismantling of exhibits will be permitted until the official closing time. Violators will not be invited to exhibit at future meetings. All exhibits must be packed by 12:00 Noon on Wednesday, December 6, 2017. To avoid any damage to your equipment, please remain in your exhibit booth until crates are delivered and labor is available. Security guards are appointed; however, the American Society for Cell Biology, European Molecular Biology Organization, the Pennsylvania Convention Center, and Freeman cannot assume any responsibility for loss of or damage to exhibits, equipment, personal belongings, etc.

#### **I. USE OF THE AMERICAN SOCIETY FOR CELL BIOLOGY**

The use of the American Society for Cell Biology or European Molecular Biology Organization's name or logo is not permitted on signs inside or outside the exhibit area, or on descriptive product literature, EXCEPT reference may be made to the Meeting as the "2017 ASCB | EMBO Meeting" (with place and dates) on the exhibitor's advertising.

#### **J. REGISTRATION AND LISTING OF EXHIBITORS**

Each exhibiting company will receive two scientific registrations plus 10 exhibitor badges for each 10' x 10' booth space purchased. It is the responsibility of the authorized individual signing the Exhibit Contract to inform all company personnel of the rules and regulations contained in this contract and Freeman Exhibitor Service Kit. In no case can the allotment be exceeded without specific permission. A badge that is lost, taken home, etc., cannot be replaced if the exhibitor has received the allotment. Each representative of an exhibiting company must wear the official badge while in the exhibit area. Exhibitor badges may be issued only in the name of the company shown on the Exhibit Contract. Exhibitor badges will not permit attendance at scientific sessions.

The exhibitor registration desk will be open during the installation of exhibits on Thursday, Nov 3, from 1:00 pm-5:00 pm, Friday, December 1, from 8:00 am-5:00 pm, and Saturday, December 2, from 8:00 am-7:00 pm. Exhibitors must have a badge to enter the exhibit area. Exhibiting companies will be given the opportunity to register their representatives in advance. Companies requiring badges for their personnel over and above the allotment, for reasons that are unique, may write to the Louise Campbell-Blair at [Lcblair@ascb.org](mailto:Lcblair@ascb.org) stating the reason for additional badges and the number required, i.e., sales training, visits by company personnel other than those staffing the booth, etc. It should be noted that spouses of exhibitors will be issued an exhibitor badge that is not charged against the company's allotment. Children under the age of 12 are not permitted in the Learning Center (Exhibit Hall) during set-up or dismantling of exhibits.

All housing, badges, and exhibitor listings will be conducted in one company name only. Exhibitors are provided one complimentary alphabetical listing in the *Meeting Program*.

## **K. INSURANCE**

Exhibitors are urged to take out a portal-to-portal rider available at a nominal cost on their own insurance policy protecting them against loss, theft, fire, damages, etc. or purchase a policy through Show Guard available online. Exhibitors must comply with the insurance requirements detailed in the Exhibit Terms and Information. Copies of insurance certificates must be mailed to the ASCB by October 27, 2017.

## **L. LIABILITY**

It is the sole responsibility of the exhibitor for any damages, claims losses, liabilities, or expenses arising from any injury to any person or property that arises out of or is in any manner connected with the exhibitor's participation in the ASCB | EMBO Meeting, including its indemnity obligations herein.

The American Society for Cell Biology (ASCB), European Molecular Biology Society (EMBO), their agents servants and employees, the Pennsylvania Convention Center Authority, SMG, City of Philadelphia, Philadelphia Convention & Visitors Bureau, Commonwealth of Pennsylvania, and the members, officers, directors, agents, employees, affiliates and subsidiaries of each of these entities will not be held responsible for any injury, loss or damage that may occur to the exhibitor's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibit contract.

Each exhibitor must make provision for the safeguarding of its goods, materials, equipment and display at all times. General overall security will be employed by ASCB for the exhibition period. The furnishing of such security shall not be deemed to affect the non-liability of ASCB, EMBO, their agents, servants and employees, the Pennsylvania Convention Center Authority, SMG, City of Philadelphia, Philadelphia Convention & Visitors Bureau, Commonwealth of Pennsylvania, and the members, officers, directors, agents, employees, affiliates and subsidiaries of each of these entities. The exhibitor agrees to insure itself, at its own expense, against property loss or damage, and against liability for personal injury. In the event that said premises shall be destroyed by fire or the elements, or by any cause, or in the event of government intervention or intervention or regulation, military activity, strikes or any other circumstances that make it impossible or inadvisable for ASCB to hold the show at the time and place provided in the Exhibit Contract, then and thereupon the contract shall terminate and the exhibitor shall waive any claim for damages or compensation, except the pro rata return of the amount paid for space, after deduction of actual expenses incurred in connection with the show, and there shall be no further liability on the part of either party.

In the event any part of the Learning Center (Exhibit Hall) is damaged, or if circumstances make it impossible for ASCB to permit an exhibitor to occupy the space assigned during any part or the whole of the period covered, then under such circumstances the exhibitor will be charged for space only for the period space was or could have been occupied by the exhibitor, and ASCB is released from any and all claims for damages that may arise in consequences thereof.

#### **M. ENTERTAINMENT AND HOSPITALITY EVENTS**

ASCB reserves the right to control all function space at the Pennsylvania Convention Center and the hotels within the official Housing Block. Hospitality rooms may not be open during the hours of any official ASCB function. The exhibitor assumes full responsibility for property damage, personal injury or death to any party, by reason of assurances at or related to any such functions conducted by it. Signage will only be allowed in ASCB designated areas and must be approved by ASCB prior to display.

#### **N. AMENDMENTS**

ASCB reserves the right to interpret, amend, and enforce these Contract conditions/Rules and Regulations. Written notice of any amendments or interpretations shall be given to each exhibitor. Each exhibitor, for himself, his agents and employees agrees to abide by all Contract Rules and Regulations set forth herein, or by any subsequent amendments or interpretations.

#### **O. DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to this contract, or breach thereof, shall first be discussed informally for an amicable settlement between the parties and should that not succeed the parties shall attempt to resolve the matter by mediation. Should that not resolve the matter, it shall be settled by arbitration in the State of Maryland in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.