



## **Acoustical Society of America Meeting Exhibitor Terms and Conditions**

**Rental of a booth to participate in the 2025 New Orleans Exhibition confirms your acceptance of the Terms and Conditions stated below.**

1. ASA reserves the right to exercise its sole discretion in the acceptance or refusal of applications.
2. The ASA 2025 Annual Meeting Exhibit Hall is designed to provide a showcase for products and services, either specifically designed for or customarily, for higher education. The program is held strictly as a means of information exchange. Applicants may not make sales or take orders in the exhibit area or within other Annual Meeting facilities provided. This provision will be rigorously and strictly enforced.
3. The Applicant agrees that ASA shall have the right to make such rules and regulations or changes in arrangements as it shall deem necessary. ASA shall have the final determination and enforcement of all rules, regulations and conditions.
4. No part of an exhibit shall be dismantled, nor materials removed before the close of the show on Wednesday, May 21, 2025, without special permission from ASA. All space must be vacated by 4:00 pm the same day. If space is not vacated by that time, ASA reserves the right to remove materials and charge the expense to the Applicant. ASA will not be liable if such removal causes damage to Applicant's materials.
5. Selection of exhibit booth location(s) is the sole responsibility of the Applicant. Subsequent reservations by other applicants from current available space may result in the Applicant's competitors locating nearby on the exhibit floor. ASA is not responsible for booth selection/location. In the event the applicant wishes to relocate, the Applicant may contact ASA and request relocation to any available current space. See also item number below.
6. Applicant agrees to pay all fees, charges and/or expenses covered in this contract on demand. In the event that ASA is forced to seek legal remedy to collect amounts due from the Applicant, all charges related to the collection of unpaid amounts will become the sole responsibility of the Applicant. If the Applicant fails to make payments due hereunder when payments are due, the space assignment is subject to cancellation or reassignment at the option of ASA, without obligation for refund. Applicants may not assign or sublet any space allotted to them, and may not advertise or display goods, other than those manufactured, distributed or sold by them in the regular course of business, without authorization by ASA. If any rented booth space remains unoccupied or display materials unset, two hours prior to show opening, ASA reserves the right to either remove all materials from the exhibit hall or require the service contractor to set the booth. Exhibitor will be liable for all costs incurred. Booths may not be "shared" with another company.
7. The Exhibitor agrees to pay the total amount due to ASA with payment to be made by credit card. If the Exhibitor chooses to pay by invoice and only upon request to, and approval by, ASA, payment must be made within 30 days upon receipt of the invoice. If the Exhibitor chooses to pay by credit card, the payment will be processed immediately upon receipt of the Exhibitor's credit card information. The Exhibitor agrees to provide accurate and up-to-date billing information to ASA for the purpose of payment processing. ASA shall issue a receipt to the Exhibitor upon receipt of payment, which will serve as proof of payment. In the event of late payment, the Exhibitor shall be responsible for any additional charges, including but not limited to late fees and interest, as permitted by law. All payments shall be made in US dollars and should include any applicable taxes or fees as required by law. ASA reserves the right to suspend or cancel any

services or benefits provided to the Exhibitor in the event of non-payment or late payment. The Exhibitor acknowledges that failure to make payment in accordance with the terms specified in this clause may result in the Exhibitor's removal from the event without refund. Any disputes regarding payments or invoicing shall be resolved in accordance with the dispute resolution clause specified in this contract. The Exhibitor agrees to bear all costs associated with payment, including but not limited to bank fees or charges. ASA reserves the right to modify the payment terms at its sole discretion, provided that notice of any changes is given to the Exhibitor in writing. This clause shall survive the termination or expiration of this contract.

8. ASA conforms to International Association of Exhibits and Events (IAEE) [guidelines](#) for exhibit display specifications. In addition, empty containers or boxes must not be visible from the aisles or walkways. They must be stored out of sight, under your table, or with the service contractor. Exhibitor signage is restricted to their assigned Exhibit space. No sign may protrude or be placed in any area other exhibit space. No sign may protrude or be placed in any area other than the applicant's assigned booth space except those produced and placed by ASA. These guidelines will be enforced by ASA.
9. ASA, the New Orleans Marriott, official service contractor, or any of their officers, staff members, or representatives will not be responsible for the safety or the property of the Applicant from theft, damage by fire, accidents or other causes. Applicant is advised to consult their insurance broker for proper coverage on display material from the time it leaves their company's premises until its return. Neither ASA, nor the New Orleans Marriott, the service contractor, nor any of their officers, agents, employees or representatives, shall be held accountable or liable for (and the same are hereby released from accountability or liability for) any damage, loss, harm or injury to the person or any property of the Applicant or any of its officers, agents, employees or other representatives, resulting from theft, fire, or other causes. Neither ASA, nor the New Orleans Marriott will obtain insurance against any such damage, loss, harm or injury.
10. Applicant hereby agrees to indemnify, defend and hold harmless ASA, the New Orleans Marriott, their officers, agents, employees or representatives from any and all claims, demands, suits and liability, for any damage, loss, harm or injury to any person or any property of the Applicant or any of its officers, agents, employees or other representatives. Applicant assumes responsibility a n d agrees to indemnify, defend and hold harmless ASA and the New Orleans Marriott and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises. The Applicant understands that neither ASA nor the New Orleans Marriott maintain insurance covering the Applicant's property and it is the sole responsibility of the Applicant to obtain such insurance.
11. Applicant agrees to acquire insurance for: (1) \$1 million commercial general liability, with products and completed operations liability in the same amount. ASA and the ASA 2025 Annual Meeting shall be listed as additional insureds and aggregate limits shall also be \$1 million (2) Worker's compensation insurance.
12. Participants or their agents may not allow any articles to be brought into the New Orleans Marriott or any act done on the premises that will invalidate the insurance or increase the premium on the policies held by the management of the New Orleans Marriott nor permit anything to be done by their employees through which act the premises, property or equipment of the other Participants will be damaged. No signs or articles can be affixed, nailed, or otherwise attached to walls, doors, etc., in such a manner as to damage them. All space is rented subject to these restrictions. Applicant will be held liable for any damage resulting from such violations of these rules.
13. Loud noises, such as bells, sirens, buzzers, etc., will not be permitted in order to maintain a businesslike atmosphere.
14. Promotional activity is limited to the confines of space assigned by ASA. "Working" the aisles, general areas or spaces assigned to others is prohibited.
15. Applicants may not schedule other events such as breakfasts, luncheons, receptions, sessions or dinners during official ASA program hours or while the exhibit hall is in progress unless express written permission is granted by ASA.
16. Booth package: Included with the booth space are one 8' high back drape, 3' high draped side walls, one

7" x 44" identification sign with company name, 24-hour security, and listing on the meeting webpage. ASA provides two passes for each booth. These are not intended for use by anyone who is going to present a paper. The latter must register and pay the appropriate registration fee.

17. This document and its attachments represent the entire agreement between the Applicant and ASA and may not be altered unless mutually agreed upon in writing.
18. In the event that any provision of the Agreement or the application of any such provision to either ASA or the Applicant is held by a court of competent jurisdiction to be contrary to any law, the remaining provisions of this Agreement will remain in full force and effect.
19. In the event that the ASA 2025 Spring Meeting is cancelled due to fire, strikes, government regulations, acts of God, acts of war or civil strife, or other causes beyond their control, ASA shall not be held liable for the failure to hold the Spring Meeting and Exhibits as scheduled. In such events, ASA, at its sole discretion, may refund part or all of the exhibit fees and deposits received by ASA. Refunds will be limited to a maximum of the amount paid by Applicant to ASA. In no event will ASA be liable for any direct, indirect, actual, special or consequential damages of any nature whatsoever, including but not limited to lost profits, business interruptions or other economic loss to the Applicant due to cancellation of the Annual Meeting and Exhibit Hall as scheduled.
20. Exhibitor Cancellation: If cancellation occurs 120 days or more prior to the event, a 50% refund will be issued. If cancellation occurs 90 - 120 prior to the event, a 25% refund will be issued. If cancellation occurs less than 90 days prior to the event, no refund will be issued.
21. ASA Cancellation: ASA may cancel Exhibitor's participation and terminate this Agreement with no liability to the Exhibitor if Exhibitor does not make payment in accordance with this Agreement.  
In the event that the meeting is canceled by ASA, ASA will refund to Exhibitor such portion of the Exhibitor Amount that reflects the total sums paid by the Exhibitor at the date of cancellation minus the value of any rights, goods and/or services provided by ASA to the Exhibitor prior to the date of cancellation as Exhibitor's sole and exclusive remedy. Exhibitor will have no further recourse against ASA. This refund shall be provided within 60 days of the cancellation notice. Furthermore, if the cancellation is due to a pandemic, including but not limited to a government-imposed lockdown or travel restrictions, the Exhibitor shall be entitled to a full refund.
22. Space Rental and Assignment of Location – Whenever possible, space assignments will be made by Exhibit Management in keeping with the preferences as to the location of the exhibitor. Exhibit management, however, reserves the right to make the final determination of all space assignments in the best interests of the exhibit hall.