



ASTC Membership Status

Current ASTC Member

Interested in becoming ASTC Member

Neither

Association of Science and Technology Centers (ASTC) virtual experience will take place online, October 19-21, 2020. This Exhibitor Contract, including the terms and conditions attached hereto and incorporated herein by reference (collectively the "Contract"), is made by and between ASTC and the company or organization listed as the "Exhibitor" below. Upon execution of this Contract, Exhibitor agrees to pay the fees set forth below ("Fee") in full subject to the Terms and Conditions attached hereto and incorporated herein by reference.

EXHIBITOR INFORMATION

Exhibitor Name: _____

Address: _____ **City:** _____

State: _____ **Zip Code:** _____

Country: _____

Website: _____ **Phone:** _____

Fax: _____ **Toll Free:** _____

Twitter Handle: _____

Exhibitor Contact

Name: _____ **Title:** _____

Phone: _____ **Fax:** _____

Email: _____

Marketing Contact

Same as Above

Name: _____ **Title:** _____

Phone: _____ **Fax:** _____

Email: _____

VIRTUAL EXHIBIT SPACE RATES

ASTC members receive a rate of \$750.00 for a virtual booth Non-Members of ASTC will receive a rate of \$950.00 for a virtual booth. The booth fee includes a virtual booth experience, three full conference registrations and listing on the ASTC website leading up to the event.

PRICE \$750 Member Rate \$950 Non-Member Rate

PAYMENT

Payment Method Credit Card (preferred) Check

Credit Card Information American Express Master Card Visa

Credit Card Number: _____ **Exp. Date:** ____ / ____ **CSV:** _____ **Name on Card:** _____

Billing Address Same as Address Listed Above

Address: _____ **City:** _____

State: _____ **Zip Code:** _____ **Country:** _____

Authorized Signature: _____ **Print Name:** _____

ACH Payment Available, Contact ASTC for Details Mail check payments to: ASTC 818 Connecticut Avenue, 7th Floor, Washington, DC 20006

Please complete, sign and return all pages of this contract to kellies@astc.org or by fax at 703-940-5544

Exhibitor hereby agrees to the terms and conditions stated herein including the attached terms and conditions which are hereby incorporated by reference and made part of this Contract as of the date set forth below. Exhibitor represents and warrants that the individual signing below is duly authorized to execute this binding Contract on behalf of Exhibitor:

Authorized Signature: _____ **Print Name:** _____ **Date:** _____

TERMS & CONDITIONS

ASTC and Exhibitor agree to the following terms and conditions:

- Event Rules:** Exhibitor hereby agrees to participate as an Exhibitor/Sponsor at (as indicated on page 1) ASTC Virtual Exhibition 2020 (the "Event") pursuant to the Exhibitor/Sponsor Guidelines, which will be available at a later date. In the event of a conflict between the Exhibitor/Sponsor Guidelines and this Contract, this Contract shall take precedence. Association of Science and Technology Centers and their respective agents and representatives (collectively ASTC) reserve the right to make changes to the Event, including dates, times and location. ASTC shall: (a) make commercially reasonable efforts to inform Exhibitor of any changes within a reasonable timeframe; and (b) not be liable for damages arising from such changes.
- Assignment:** Exhibitor shall not assign, share or sublet all or any portion of the allocated exhibit space, including in a virtual format, nor assign or transfer any of its rights or obligations under this Agreement without prior written permission from ASTC, which permission shall be in the reasonable discretion of ASTC. Exhibitor shall submit any request for assigning, sharing or subletting exhibit space in writing to ASTC no later than September 1, 2020, which request shall set forth the name of the Exhibitor(ies) or organization(s) and a summary of the arrangements. Exhibitor acknowledges and agrees that, for failing to obtain permission as set forth in this Section 2, ASTC reserves the right to impose liquidated damages, and not as a penalty, in an amount equal to the number of additional non-approved companies in Exhibitor's space multiplied by the Exhibit Space Fee. Exhibitor agrees to pay such liquidated damages within thirty (30) days of written notice from ASTC.
- Disturbance:** Upon request from ASTC, Exhibitor shall remove any exhibit (or virtual element thereof) that, in ASTC's sole discretion, is deemed objectionable, unsafe or detracts from the Event because of noise, method of operation, lack of professionalism, or any other reason. Exhibitor agrees not to display nor offer for sale at the Event any products, services, or promotional materials that (a) infringe the intellectual property or other rights of ASTC or other third parties; or (b) disparage or depict ASTC or any other Exhibitor/Sponsor in an objectionable manner as determined by ASTC in its sole discretion. ASTC reserves the right to remove any such exhibits (or virtual element thereof) in its sole discretion. In any case, ASTC shall not be liable for any refund or other expenses incurred by Exhibitor.
- ASTC Contractors:** For its virtual exhibit, Exhibitor agrees to provide its own materials for virtual tradeshow booth, collateral, and technical resources as more fully described in the Exhibitor/Sponsor Guidelines. ASTC has designated official third-party contractors, vendors and service providers (collectively, "ASTC Contractors") to provide certain products and/or services for Exhibitor/Sponsors at the Event (as set forth in the Exhibitor/Sponsor Guidelines) Exhibitor authorizes ASTC to provide contact information (including, without limitation, contact name, telephone number, fax number and email address) to such ASTC Contractors for purposes of soliciting such products or services. Exhibitor may engage contractors and vendors other than ASTC Contractors to provide products and/or services only with the prior written approval of ASTC, which approval shall not be unreasonably withheld. ASTC assumes no responsibility or liability for any of the products and/or services delivered by Conference Contractors or non-Conference Contractors.
- Limited License:** Exhibitor hereby grants a non-exclusive, worldwide right and license to ASTC to (i) use, display, publish, distribute and transmit Exhibitor's name and logo in electronic form in connection with the Event, including the advertising and promotion thereof, (ii) record Exhibitor's activities at the Event, including any activities at Exhibitor's booth, and to use, display, publish, distribute and transmit any such recordings in video, audio, digital or any other format in any media now existing or hereafter developed.
- Compliance:** Exhibitor agrees to comply with all applicable Federal, state and local laws and regulations as well as all union contracts in effect with ASTC, ASTC Contractors, Exhibitor/Sponsors must be in full compliance with the Americans with Disabilities Act.
- Code of Conduct:** Exhibitor agrees to abide by the ASTC Code of Conduct (astc.org/code-of-conduct/) and agrees that any violation of the code of conduct will result in a termination of this contract.
- Competing Events:** During the period from October 19-21, 2020, Exhibitor shall not independently reserve space or otherwise host an during time-frame of ASTC virtual experience for the purpose of holding a hospitality suite, seminar or any other promotional or educational activity without the prior written consent of ASTC, which consent shall not be unreasonably withheld. Exhibitor acknowledges and agrees that events that conflict with previously scheduled ASTC activities shall be one reason ASTC may withhold such consent.
- Payment Terms:** Subject to the terms set forth in Section 10, upon execution of this Contract, Exhibitor agrees to pay the Fee identified on the attached cover sheet. For all Contracts the entire Fee is due in full upon execution of this Contract. Notwithstanding the foregoing, in no event shall Exhibitor be permitted to set up virtual participation in the Event unless the Fee is paid in full by October 1, 2020. ASTC reserves the right to cancel and/or-re-assign virtual Exhibit benefits if payments are not received when due.
- Term of Contract:** This Contract is effective upon ASTC's receipt of the Contract signed by Exhibitor and, unless terminated sooner in accordance with the terms of this Contract, shall remain in effect until the Event ends on October 22, 2020, provided, however, that any provisions of this Contract that by their nature are intended to survive the termination or expiration of this Contract shall so survive.
- Cancellation:** Exhibitor may cancel the Contract without cause by written notice subject to a Cancellation Fee (as set forth below). The parties acknowledge that it is difficult to quantify damages if Exhibitor cancels the Contract (other than for a force majeure reason set forth in Section 11 below) and have agreed that ASTC shall assess a cancellation fee, (the "Cancellation Fee") against Exhibitor as liquidated damages and not as a penalty. The parties agree that the Cancellation Fee will be calculated as a percentage of Lost Fees (as defined below) in accordance with the following scale:

On or after August 15, 2020, Fee: 50%	On or after September 15, 2020, Fee: 100%
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- Lost Fees** are defined as the sum total of fees owed by Exhibitor to ASTC under this Contract. ASTC shall refund Exhibitor the amount of the fees actually paid less the Cancellation Fee, if any, within 30 days of receipt of the cancellation notice. Notice of Cancellation must be done in writing via e-mail to kellies@astc.org; Lost Fees are calculated on the date the notice of cancellation is received. ASTC may cancel the Contract by written notice to Exhibitor and in such event shall refund to Exhibitor the full amount of the fees actually paid by Exhibitor under this Contract.
- Force Majeure:** Neither party shall be held responsible for any delay or failure in performance of its obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, acts of God, acts of terrorism, acts of war, epidemics or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors. Exhibitor acknowledges that the current global pandemic does not represent a cause for failure to comply with the terms of this Agreement.
- Limitation of Liability:** ASTC shall not be liable to Exhibitor for any damage, loss, harm or injury to Exhibitor or its property or business resulting from fire, accident, electrical outage, internet outage, insufficient participation or any other reason in connection with the Event.
ASTC SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE INCURRED BY EXHIBITOR, WHETHER IN ACTION IN CONTRACT OR TORT, EVEN IF ASTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ASTC'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY EXHIBITOR UNDER THIS CONTRACT.
- Indemnification:** Exhibitor agrees to indemnify, defend and hold ASTC and their respective directors, officers, employees and agents harmless against all claims, demands, costs, liabilities, losses or damages (including all reasonable attorneys' fees) to persons or property, arising out of or caused by (a) Exhibitor's installation, removal, maintenance, occupancy or use of the Exhibitor's exhibit at the Event or (b) the gross negligence and willful misconduct of Exhibitor and its employees, agents or representatives.
- Governing Law.** The validity, construction, and interpretation of this Agreement and the obligations of the parties hereto shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its choice of law principles.
- Miscellaneous:** This Contract constitutes the entire understanding between ASTC and the Exhibitor with respect to the subject matter hereof. Terms and conditions set forth in any purchase order or other document provided by the Exhibitor to ASTC that differ from, conflict with, or are not included in this Contract shall not be part of any agreement between ASTC and the Exhibitor unless specifically accepted by ASTC in writing. No failure or delay by any party in exercising any right and remedy shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

I confirm that I have read and agree to adhere to the terms and conditions set above