

EXHIBITOR AGREEMENT FOR THE 2024 ASSOCIATION OF ZOOS AND AQUARIUMS (AZA) ANNUAL CONFERENCE

In reserving exhibit space for our organization, I understand that AZA show management reserves the right, in its sole discretion, to decline and/or accept requests for booth assignments. **AZA show management reserves the right to make all booth assignments and change the floorplan at any time.**

BOOTH ASSIGNMENTS: Booths are primarily assigned based on AZA tenure system, the order in which completed applications *and* payments are received by AZA. AZA reserves the right to alter to the floorplan assignments and layout at any time for reasons at their discretion.

BOOTH INCLUDES: A 10' x 10' & 10' foot tall, draped booth, a 7" x 44" sign, and one wastebasket ordered by Paramount Convention Services, Inc. Exhibitors will receive one copy each of the attendee list before and after the Conference. All booths must be carpeted; carpeting and furniture are not included in the exhibit fee, but can be purchased through Paramount Convention Services.

HEIGHT AND BOOTH RESTRICTIONS: All booths have a height restriction of 10 feet. No part of the booth can be taller than 10 feet. 20x20 islands are exempt from height restrictions. Exhibits are to stay within the designated booth area. **Booths are not to have solid sides that would impede or restrict the vision or disadvantageously affect the display of other Exhibitors. No structure in the front four feet of the booth shall be taller than four feet in height.** Exhibits are not to infringe on another vendors' space. This also includes, but is not limited to, signage, noise level, balloons, hanging props, laser equipment, flashing lights, and/or other items at the discretion of AZA staff. *Sound at 10 feet from booth boundary should not exceed 65 decibels. Balloons are not permitted anywhere inside the Convention Center.*

BOOTH FEES: For AZA members, if more than one booth space is purchased, the first and second booth will always be at the rate of \$2,500 and additional booths at the rate of \$2,100. The non-member booth rate is \$3,600 per booth. The non-profit booth rate is \$3,050 per booth. Corner booth spaces are an additional \$200 each.

SUBLETTING BOOTH SPACE: Exhibitors may not reserve or subsequently purchase space under their tenure year or company name and then proceed to assign, sublet, apportion or sell all or any part of those booth spaces without the prior written approval of AZA show management. AZA reserves the right to charge additional fees to any Exhibitor wishing to assign, sublet or apportion all or any part of its booth. *Exhibitors that wish to share, sub-let, or co-exhibit must follow the Co-Exhibiting Guidelines.*

BOOTH REPRESENTATIVES: Each booth includes 2 (two) full Conference registrations. Additional registrations may be purchased at a discounted Exhibitor rate. Exhibitors understand that the occupants using their booth registrations will be **EMPLOYEES OF THEIR COMPANY** only, and will not include partners, sub-contractors or any person representing any other another company. All promotional materials are to be distributed or handed out at the vendor's booth only. Vendors are not allowed to have employees stationed at any other location in the Exhibit Hall or in meeting space distributing their material or handouts. A vendor's booth(s) shall be occupied at all times when the Exhibit Hall is open.

EXHIBITOR EVENTS: Exhibitors are not to arrange, plan, or otherwise involve attendees, themselves or their company in any activities on the same day as or in conflict with any scheduled AZA program or event during the conference. Exhibitors and vendors that want to arrange, plan, or host their own special event must notify AZA at least **sixty (60)** days prior to the conference and obtain written approval.

REMOVAL: No part of the exhibit shall be removed during or prior to the final exhibit session of the conference without specific written permission of AZA show management. **Dismantling a booth and/or vacating the Exhibit Hall before the end of the last exhibit session shall result in a booth surcharge for subsequent conferences.**

DAMAGE: No signs or articles may be affixed, nailed or otherwise attached to walls, doors, or other convention center property. No attachments may be made to the floor by nails, screws, or other devices that would cause damage. All space is leased subject to these restrictions. Violations could result in voiding this contract.

SAMPLES: Food/drink samples may only be distributed to attendees within the exhibit areas. "Samples" are defined as "bite" or "drink" sized portions (as defined by the Convention Center In-House Caterer). The management reserves the right to revoke these privileges if these guidelines are violated. **No alcohol is to be distributed by Exhibitors.**

EXHIBIT SALES: Sale of items from an exhibit booth is governed under the laws of the Canadian authorities. Officials strictly enforce taxation.

EXHIBITOR CONDUCT: It is understood and agreed that every company and company representative exhibiting at an AZA conference shall conduct business in a professional manner. All exhibiting companies take responsibility for the conduct of their representatives at AZA conferences. It is further understood and agreed that it is unacceptable for any representative of a company exhibiting at AZA conferences to, among other things, harass another exhibitor, harass conference attendees, harass trade show or conference management or security staff, enter another exhibitor's booth space, touch or take another exhibitor's product, attempt to or access the Exhibit Hall outside of posted Exhibit Hall hours without express permission of show management. By purchasing exhibit space, you and your exhibitor representatives agree to abide by the Code of Conduct (www.aza.org/code-of-conduct). Such inappropriate conduct, as stated, but not limited to the above, shall constitute a breach of this agreement and the offending exhibit

company shall be asked to leave the show immediately, **without refund of fees paid and may be barred from Exhibiting in the future.**

CANCELLATION/DOWNSIZING BOOTH SPACE: All requests for cancellation or reduction of exhibit space must be made in writing and shall become effective upon receipt by AZA. Due to the difficulty of determining and detailing the losses which would result from cancellation of exhibit space, the Exhibitor agrees to pay the following as liquidated damages (and not as a penalty) if the Exhibitor cancels its exhibit space: If written notice of cancellation is received by AZA on or before June 21, 2024, AZA will retain the non-refundable \$500 deposit and refund all other payments; if written notice of cancellation is received by AZA June 22, 2024 but on or before July 21, 2024, AZA will retain or shall be owed a cancellation fee of \$500, in addition to the \$500 deposit paid during booth selection. If written notice of cancellation is received by AZA on or after July 22, 2024, AZA will retain or shall be owed a cancellation fee equal to 100% of the total exhibit fee.

IMPOSSIBILITY: In the event of cancellation of the Annual Conference, due to acts of God, war, acts of terrorism, government regulations, strikes, civil disorders, curtailment of transportation facilities, AZA's cancellation policy will be in effect.

LIABILITY: It is agreed that AZA and/or BMO Convention Centre will not be responsible for any loss, damage, or injury that may occur to the exhibitor, exhibitors' employees, or the exhibitors' property, from any cause whatsoever, prior to, during, or subsequent to the period covered by this agreement. AZA show management will provide 24-hour security service in the exhibit area to minimize theft and damage to the exhibits. It is advisable that you do not leave any valuables in your booth during hours in which the Exhibit Hall is closed.

IT IS THE ENTIRE RESPONSIBILITY OF THE EXHIBITOR to protect, indemnify, defend and hold harmless AZA and/or the BMO Convention Centre and all related parties from all damages and claims including alleged infringement of intellectual property of others resulting from the use of the exhibition premises except where the claim results from the negligence of AZA and/or the BMO Convention Centre and all related parties. Exhibitors acknowledge that the Exhibitor carries general liability insurance in an amount not less than \$300,000 and that **Exhibitor shall issue a certificate of insurance by July 26, 2024 to AZA show management naming the Association of Zoos and Aquariums as additionally insured** for the duration of the conference including three days before and after set up and breakdown.

Exhibitor hereby agrees to be bound by all exhibition rules and regulations outlined here and in the Booth Services Kit, and any additional rules, regulations, and information as may be adopted by AZA or the BMO Convention Centre.

Company: _____ Signature: _____

Date: _____ Name: _____

**THIS FORM MUST BE SIGNED AND RETURNED
WITHIN 30 DAYS OF SPACE RESERVATION TO:**

Association of Zoos and Aquariums

Attn: Grace Hamilton 8403 Colesville Road, Suite 710 – Silver Spring, MD 20910

Phone: 301-244-3328 / Email: ghamilton@aza.org