

# EXHIBIT SPACE CONTRACT

Company name as it should appear in program materials—do not use all upper case unless that is the way your company name normally appears.

Company \_\_\_\_\_

Address \_\_\_\_\_

City, state, postal code \_\_\_\_\_

Country \_\_\_\_\_

Exhibit contact person \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Website \_\_\_\_\_

Exhibitor agrees to abide by all terms, conditions, rules, and regulations contained in the exhibit prospectuses and the exhibitor service manual.

Signature \_\_\_\_\_

Advertising manager name \_\_\_\_\_

Phone and extension \_\_\_\_\_

E-mail \_\_\_\_\_

Please check here if you require a proforma invoice.

Non-US exhibitors: Please check here if you need a letter of invitation for US Visa applications.

**Every effort will be made to comply with your section and booth selection, but priority point space assignment policy applies to all exhibitors.**

1. Please check the section on the exhibit floor in which you prefer your exhibit to be located. Your exhibit will be categorized by the area in which your booth is actually located. For example, you cannot be designated an OEM exhibitor if your booth is located outside the OEM section of the exhibit floor.

- IVD/General Laboratory Section
- Point-of-Care Testing
- OEM, Biotech and Research
- Lab Automation/Robotics/Informatics

2. Indicate location preferences by booth number in the spaces below—do not cluster all choices in the same location.

## NON-ISLAND EXHIBITS

**Non-island space is charged at the rate of \$3,250 per 10' x 10' (3m x 3m) booth.**

Non-island space required 10' x \_\_\_\_\_

Peninsula booths are not permitted, i.e., an exhibitor may not rent back-to-back booths at the end of two rows and open the booth to a cross aisle.

Non-Island Booth Preferences

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

## PREFERRED ISLAND EXHIBITS

**Island space is charged at the rate of \$3,900 per 10' x 10' (3m x 3m) booth increment.**

<input type="checkbox"/> 20' x 20' (6.1m x 6.1m)	\$ 15,600
<input type="checkbox"/> 20' x 30' (6.1m x 9.2m)	\$ 23,400
<input type="checkbox"/> 20' x 40' (6.1m x 12.2m)	\$ 31,200
<input type="checkbox"/> 30' x 30' (6.1m x 6.1m)	\$ 35,150
<input type="checkbox"/> 20' x 50' (6.1m x 15.1m)	\$ 39,000
<input type="checkbox"/> 30' x 40' (9.2m x 12.2m)	\$ 46,800
<input type="checkbox"/> 30' x 50' (9.2m x 15.1m)	\$ 58,500
<input type="checkbox"/> 40' x 40' (12.2m x 12.2m)	\$ 62,400
<input type="checkbox"/> 40' x 50' (12.2m x 15.1m)	\$ 78,000
<input type="checkbox"/> 30' x 80' (9.2m x 24.4m)	\$ 93,600
<input type="checkbox"/> 50' x 50' (15.1m x 15.1m)	\$ 97,500
<input type="checkbox"/> 50' x 80' (15.1m x 24.4m)	\$ 156,000
<input type="checkbox"/> 60' x 80' (15.1m x 24.4m)	\$ 187,200
<input type="checkbox"/> 50' x 100' (15.1m x 30.2m)	\$ 195,000
<input type="checkbox"/> 70' x 80' (21m x 24.4m)	\$ 218,400
<input type="checkbox"/> 80' x 80' (24.4m x 24.4m)	\$ 249,600

Other \_\_\_\_\_ x \_\_\_\_\_ \$ \_\_\_\_\_

Indicate Four (4) Island Location Preferences if taking one of the standard sizes listed above.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Discounts must be requested on the Exhibit Space Contract. Discounts must be taken during the calendar year in which they are earned.

Less 20% island rental discount for 13 pages of advertising (if applicable) \_\_\_\_\_ \$

Advertising Manager signature required for discount

**Important: No booths will be held or assigned without the required payment. Booth assignment begins February 3, 2009.**

All contracts submitted before February 1, 2009 must be accompanied by at least a 50% deposit on the full rental price of the booths ordered. On or after March 1, 2009, full booth rental payment must accompany the contract.

Payments by credit card are not accepted. Please make checks payable to **American Association for Clinical Chemistry**. Payment must be drawn on a US bank in US dollars. For wire transfer information, contact Ms. Jackie Diaz by email at jackied@scherago.com.

**Payments should be sent to:**

**American Association for Clinical Chemistry**  
c/o Scherago International  
525 Washington Blvd, Ste. 3310  
Jersey City, NJ 07310  
Tel: 201-653-4777 Fax: 201-653-5705

For Scherago use only

Computer # \_\_\_\_\_ How many booths \_\_\_\_\_

Space assignment \_\_\_\_\_ Space cost \_\_\_\_\_

Deposit date \_\_\_\_\_ Deposit amount \_\_\_\_\_

Balance due \_\_\_\_\_ Balance received \_\_\_\_\_

PD \_\_\_\_\_ PL \_\_\_\_\_ Exh. record \_\_\_\_\_

# TERMS AND CONDITIONS

## CONTRACT ACCEPTANCE

Association reserves the right to accept or refuse the booth application for any exhibit and, once an exhibit is on the floor, to require its modification or removal, whenever the Association considers such exhibit to be detrimental to its business, professional or ethical interests, or which originates from any organization whose displayed products do not meet the professional standards of the Association.

## EXHIBIT SPACE CANCELLATION

- All cancellations must be received in writing by Exhibit Management, Scherago International.
- Companies canceling space on or before February 1, 2009, qualify for a full refund of all monies paid in advance for booth space rental, minus a \$100 cancellation fee per 10' x 10' booth cancelled.
- Any company canceling its exhibit space between February 2, 2009 and April 19, 2009, forfeits its deposit of 50% of the total cost of exhibit space rental.
- Any company canceling on or after April 20, 2009 is responsible for the full cost of exhibit space rental.

## BOOTH RELOCATION

The Association reserves the right to relocate space in areas other than that selected by the exhibitor. Relocations will be made only if deemed necessary in the exhibitor's best interest and upon notification to the exhibitor by Exhibit Management. Due to the large number of participating companies, we cannot guarantee that a company will not be located near a competitor.

## SUBLETTING

Subletting or sharing of exhibit space is prohibited except between affiliated companies and only with Exhibit Management approval.

## USE OF EXHIBIT FLOORPLAN

The exhibit floor plan and exhibitor list are the property of the Association. Use or publication for any purpose without the Association's written consent is prohibited.

## COMPLETED SALES

The Association does not permit completed sales of merchandise on the exhibit floor.

## FORCE MAJEURE

Notwithstanding any other provision of this Contract, neither party will be liable for delayed performance or inability to perform due to:

- (a) acts of God or the public enemy, war, riot, embargo, sabotage, flood, accident;
- (b) any circumstance of similar or different character beyond a party's reasonable control, including without limitation unavoidable fire, explosion, transportation delay, or labor trouble; or
- (c) unavoidable shortage or failure of supply of raw materials or finished merchandise.

## LIABILITY

Each party will be liable for negligent or intentional acts and omissions of its own employees and other authorized representatives. Except for such acts or omissions Exhibitor will not assert liability against Association for any loss, damage, or injury to person or property, by reason of Association's failure to provide exhibit space, removal of the exhibit, or other reasons. **Children under 18 years of age are not permitted on the exhibit floor.**

## INDEMNITY

Exhibitor agrees to indemnify and hold harmless the Association for all costs, losses, and damages, including reasonable attorney fees and court costs, due to claims arising from or based upon any or all of the following acts or omissions by Exhibitor, its agents, employees, invitees, persons acting on its behalf, or authorized representatives, at any time during the meeting in the exhibit hall and other locations such as hospitality suites or social functions:

- a) negligent or intentional acts or omissions;
- b) violation of any person's property rights;
- c) performing or authorizing the performing of live music;
- d) violation of any law or ordinance; and
- e) use and occupancy of the exhibition premises or any part thereof.

Each party will indemnify the other for all costs, damages and losses, including reasonable attorney fees and court costs, resulting from claims based upon negligent or intentional acts of the other party, its employees, or its authorized representative. Each party will obtain insurance to cover its indemnity agreements herein.

## DISPUTES

- a) All disputes will first be addressed by the parties by good faith, face-to-face negotiations. Disputes that cannot be resolved in that manner in a reasonable time will be submitted by either party to arbitration under rules of the American Arbitration Association, except that neither party will be prevented from seeking from a court of competent jurisdiction a preliminary injunction, temporary restraining order, or similar equitable remedy to prevent irreparable harm or preserve the status quo. This Contract will remain in force, with no interruption of services or payments, during the pendency of this dispute resolution process. Any arbitration proceeding must be commenced within the statute of limitations period applicable to the underlying claim under the law of the District of Columbia.
- b) The arbitration proceeding will be held in the District of Columbia.
- c) The arbitrator(s) will not have authority to award punitive, exemplary, consequential, special, or indirect damages. The arbitrator(s) authority to award damages will be limited by any limitation contained elsewhere in this Contract.

## FORUM

For any litigation allowable under this agreement, the parties agree to submit themselves to the jurisdiction of a court in the District of Columbia.

## APPLICABLE LAW

This contract will be interpreted and enforced under the laws of the District of Columbia.

## VIOLATIONS

Violation of any Contract provisions, Terms and Conditions or Rules and Regulations will, without limiting Association's other remedies in law or equity, affect space assignments to the violator in subsequent years.