



**EXHIBIT SPACE CONTRACT**

**October 25-27, 2009**

Marriott St. Louis Union Station

St. Louis, Missouri

COMPANY \_\_\_\_\_  For Profit  Not-for-profit

MAILING ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_ WEBSITE \_\_\_\_\_

CONTACT \_\_\_\_\_ TITLE \_\_\_\_\_

I have read the EMS 2009 Exhibition Rules and Regulations and agree to abide by them as part of this binding contract:

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

50-word product description for flyer to be included in exhibitor directory (please type):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Exhibitor Fee: \$1,000 for standard 10'x10' booth** – this includes one skirted table, two chairs and one complimentary conference registration fee.

Booth # requested: \_\_\_\_\_ Amount Due: \_\_\_\_\_

\_\_\_\_\_  
(American Express, Master Card or Visa)

\_\_\_\_\_  
(Expiration Date)

\_\_\_\_\_  
(Signature of cardholder)

\_\_\_\_\_  
(Name on card)

If paying by check, please make checks payable to EMS and mail to the address above.

## Environmental Mutagen Society 2009 Exhibition Rules & Regulations

**CHARACTER OF THE EXHIBITION:** The purpose of the Environmental Mutagen Society exhibit program is to further the education of the registrants by providing an area for Exhibitors to present information on products or services pertinent to the scientists' professional interests. The Society reserves the right to determine the eligibility of any company product or service and the right to restrict, prohibit or evict any Exhibitor or product that in the opinion of Show Management detracts from the character of the exhibition or for any violation of the following Rules and Regulations. In the event of such restriction or eviction, the Society is not liable for refunding exhibit fees or any other cost incurred by the Exhibitor. Violations of the Rules and Regulations may also result in loss of Exhibitor priority.

**SPACE ASSIGNMENT:** Space assignments are made based on availability of space and the date the money and the exhibit space application form are received at EMS Headquarters. A standard 10'x10' booth is \$1000. The Society reserves the right to alter an Exhibitor's assigned space if it is deemed necessary in the best interest of the exhibitor. Before exercising its discretion, Show Management will consult with the Exhibitor. Applications for exhibit space are subject to the approval of the EMS Council.

**TERMS OF PAYMENT:** Each exhibit space application/contract submitted must be accompanied by full-payment of \$1000 for a standard booth to be considered. If the payment does not accompany the application the booth space will not be held. All payments must be made in US currency; company check, money order or credit card.

**BOOTH SPACE CANCELLATION TERMS:** It is agreed that if a company cancels on or after June 15, 2009, the company will be responsible for paying the full cost of the booth space. In the event of booth space cancellation, the Exhibitor must notify the Society in writing or refunds will not be considered. The Society reserves the right to cancel this contract in any event, on written notice to applicant, if the Society considers it inadvisable to hold the Exhibition.

**GENERAL CONDUCT OF EXHIBITS:** The following practices are prohibited by the Environmental Mutagen Society: (1) noisy electrical or mechanical apparatus interfering with other exhibitors; (2) operation of X-ray equipment; (3) canvassing or distributing any material outside the Exhibitor's own space without the Society's approval; (4) subleasing of exhibit space; (5) the use of billboard advertisements and/or display of signs outside the exhibit area; (6) soliciting participation in surveys or otherwise harassing registrants; (7) publicizing and/or maintaining any extracurricular activities, inducements, demonstrations, or displays away from the exhibit area during the meeting and exhibit hours; (8) contests or games of chance conducted on-site; (9) entry into another Exhibitor's booth without permission; (10) photographing or examining another Exhibitor's equipment without permission; (11) exhibiting or selling products/services to prospects before the opening of the show; (12) the smoking of cigarettes and cigars in the exhibit area; (13) the distribution of food except for candy without prior EMS approval; (14) the playing of copyrighted music without the proper licensing; (15) the displaying of live animals and/or animals in distress in videotapes or photos as part of a display or sales literature; and (16) all exhibit space must be on carpet if the Exhibit Hall is not carpeted.

The use of open audio systems is discouraged. Requests to use an open audio system must be approved by the Exhibit Director, and the Exhibitor must agree to discontinue its use if the sound level is deemed to be objectionable to the registrants or adjacent Exhibitors.

Exhibitors are requested to staff their exhibits during show hours with personnel attired in a manner consistent with the decorum or the meeting as well as knowledgeable in the products and policies of the company.

The Exhibitor agrees to promptly remove from its exhibit space any person or thing that Show Management determines not to be suitable or in keeping with the character of the exhibition.

Relevant portions of the foregoing prohibited practices are applicable to non-exhibitors at all times.

**DISTRIBUTION OF SAMPLES AND GIVE-A-WAYS:** All distributions either on the exhibit floor or at hotel(s) of business-like samples and give-a-ways is permitted only at the discretion and written permission of the Society and Show Management, and provided that (1) they are priced at \$5.00 a piece or less; (2) there is no interference with adjoining Exhibitors, and (3) the items must be in good taste.

**INSURANCE:** All Exhibitors, their contractors and suppliers working in the exhibit area are required to carry liability insurance. Exhibitors must operate and maintain their exhibit so that no injury will result to any person or property. Every reasonable precaution is taken by the exhibition location and the Society to safeguard and protect the Exhibitors' property while at the exhibition. All Exhibitors are strongly urged to obtain full-coverage temporary insurance for their merchandise and displays while in transit and while at the exhibition.

**LIABILITY:** Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and save the Environmental Mutagen Society, the St. Louis Union Station Marriott, and its employees and agents harmless against all claims, losses, and damages to persons or property, government charges or fines, and attorneys' fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the Rio Mar Beach Resort, its employees and agents. In addition, the Exhibitor acknowledges that the Environmental Mutagen Society and the St. Louis Union Station Marriott do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor. The Society and the St. Louis Union Station Marriott shall take reasonable precautions against damage or loss by fire, water, storm, theft or strikes or other emergencies, but do not guarantee or insure the Exhibitor against loss by reason thereof. In case the premises of St. Louis Union Station Marriott shall be destroyed or damaged, or if the show fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by demonstration, reason of any strike, lockout,

injunction, act of war, act of terrorism, act of God, emergency declared by any government agency or by the Society or for any other reason, this exhibit space application/contract may be terminated by the Society. In the event of such termination, the Exhibitor waives any and all damages and claims for damages, and agrees that the sole liability of the Society shall be of returning to each Exhibitor his or her space payment less the prorated share of all costs and expenses incurred and committed by the Society.

These Rules and Regulations are deemed part of all exhibit space contracts. Any and all matters not specifically covered by the Rules and Regulation shall be subject solely to the decision of the Show Management. Show Management shall have full power to interpret, amend, and enforce these Rules and Regulations, provided any amendments, when made, are brought to the notice of Exhibitors. Each Exhibitor, for itself, its employees and agents agree to abide by the Rules and Regulations and by any amendments or additions thereto in conformance with the preceding sentence.

**FLAMMABLE MATERIAL:** No volatile or flammable fluids, substances, or materials of any nature prohibited by local ordinances, the Fire Marshall, or insurance carriers may be used in any booth. The use of crepe paper, tissue paper, cardboard or corrugated paper is strictly prohibited. Materials used in all parts of exhibit construction, together with curtains, draperies and other decorative materials must be flameproof as prescribed by the fire ordinance of the city.

**EXHIBIT AND PUBLIC POLICY:** (a) Each Exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention and public safety, while participating in this show. Compliance with such laws is mandatory for all Exhibitors and the sole responsibility of the Exhibitor. (b) Nothing shall be posted, tacked, mailed, screwed or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Distribution of promotional gummed stickers or labels is strictly prohibited. Anything necessary or proper for the protection of the building, equipment or furniture will be at the expense of the Exhibitor. (c) No Exhibitor may allow an article to be brought into, or permit any act to be done in the St. Louis Union Station Marriott, which will increase the premiums or void policies of insurance held by the Society. No Exhibitor may permit any act by its employees, agents, or guests by which the premises of the St. Louis Union Station Marriott shall in any manner be marred or defaced. (d) Each Exhibitor must surrender the space occupied by it in the same condition as at the commencement of its occupation. Any damage done to the premises by the Exhibitor shall be made good to the Society or the St. Louis Union Station Marriott as their interests may appear.

**INSTALLATION OF EXHIBITS:** Sunday, October 25, 9:00AM-3:00PM. Every effort will be made by the official service contractor to have all exhibit material in the booth and ready for setup at the initial time of installation of exhibits. Exhibits must be set by 3:00PM on Sunday, October 25, 2009.

**PLEASE NOTE:** No refuse such as empty cartons may be placed in the aisles after the final sweeping 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 the booths or aisles on opening morning.

**EXHIBIT HOURS:** Sunday: Hall opens at 4:30 PM, 4:30 PM – 6:30 PM Exhibits and Attended Poster Session; Monday: Hall opens at 8:30 AM, 5:30 PM – 7:30 PM Exhibits and Attended Poster Session; Tuesday: Hall open from 8:30 AM – 11:30 AM Note: The Exhibit Hall will be open during Scientific Session hours for the benefit of Attendees and Exhibitors As a courtesy to the registrants and your fellow exhibitors, the Society requests that your booth be opened during the exhibit hours and fully staffed during the poster presentations. Exhibits must be staffed and remain intact throughout the show hours. Any Exhibitors who violates this rule will be ineligible to participate in future shows.

**DISMANTLING OF EXHIBITS:** Tuesday, October 27 from 11:30 AM - 3:00 PM. All material must be packed, ready and removed from the exhibit area by 3:00 PM on Tuesday, October 27. The exhibitor shall be liable for all storage and handling charges for failure to remove exhibit by the specified time and date.

Important: To avoid any damage to your equipment, please remain with the exhibit until crates are delivered and your labor, if requested, is available.

**BOOTH DESIGN AND USE OF EXHIBIT SPACE, STANDARD FURNISHINGS:** Exhibitors will be provided with an 8' high back drape, 3' high side drape, 1 skirted table and 2 side chairs per 10'x10' space rented. The display should be in good taste and in keeping with the general tone of the show. The display should not interfere with or detract from adjoining exhibits. These provisions are subject to enforcement at the discretion of Show Management. Linear booths (10'x10's) must confine their exhibits to not more than 8' high along the back wall and no more than 4' high along the side rail. However, linear exhibits may be structured above the side rail if the structure extends no more than 4' forward from the back of the booth. All booths must be carpeted only if the Exhibit Hall is not carpeted. The Exhibitor is responsible for the expense of the carpet. Exhibitors planning to use special equipment or construction are required to submit their plans upon submission of the exhibit space contract to be certain that the plans comply with all regulations.

The official show decorator is selected for quality of service and pricing. Prior to the show, an Exhibitor Service Kit will be mailed to each Exhibitor and will include information regarding furnishings, shipping and drayage, electrical, telephone and others services.

**REGISTRATION:** Each person attending the exhibit will be required to register and wear an appropriate badge. One complimentary Exhibitor badge will be issued per 10'x10' booth space rented. These badges will allow Exhibitor staff to enter the exhibit area before during and after official exhibition hours and to attend the scientific sessions. Special badges will be issued for persons installing and dismantling displays. Exhibiting companies must register additional staff as a full conference attendee, if more than one badge is needed. Tickets for special events are an additional charge.