Exhibitor Specification & Responsibilities

• The American Society for Horticultural Science (hereinafter referred to as “ASHS”) will hold its Annual Conference on **August 5-9, 2021** at the Hyatt Regency Denver, in Denver, Colorado for education and information purposes. Should ASHS fail to hold the Annual Conference, conduct the exhibit, or furnish to exhibitor the space herein described, ASHS shall promptly refund the exhibitor the amounts paid and such refund shall be accepted by exhibitor in full settlement of all loss or damage suffered by exhibitor.

• Each exhibit space includes two complimentary registration badges. Registration badges allow access to all non-ticketed sessions and areas of the Conference.

• ASHS reserves the right to exercise its sole discretion in the acceptance or refusal of an application. The exhibitor authorizes ASHS and its employees or agents to use the exhibitor’s name to promote the event and to solicit other exhibitors for this and future events.

• The space assigned is allocated to exhibitor for his or her exclusive use. Exhibitor may not assign or sublet any space allotted.

• No part of an exhibit shall be removed during the exhibit hours without special permission from ASHS. However, all exhibits must be removed by the designated time. If exhibits are not removed by that time, ASHS reserves the right to remove exhibits and charge the expenses to the exhibitor. No exhibit shall be broken down or altered in any form during the show hours or operation.

• Exhibitor shall comply with all exhibit area specifications furnished by ASHS to exhibitor. Exhibit display areas are 10 feet by 10 feet. The height of exhibitor’s display shall not exceed 8 feet in height.

• Exhibitor understands that display area assignments will not be made until a signed agreement and full payment has been received by ASHS. Cancellations must be in writing and will be accepted up to April 1, 2021, with a 50% refund. After April 1, 2021, cancellation will result in forfeiture of all fees.

• Exhibitor agrees that ASHS shall have the right to make such rules and regulations or changes in floor plan arrangements of display areas for said exhibit as shall be deemed necessary and to amend the same from time to time. All determinations by ASHS regarding the enforcement or rules, regulations, and conditions under this contract shall be final and binding upon exhibitor.

• Exhibitor must make provision for the safeguarding of his or her goods from the time they are in the display area until the goods are removed. Neither ASHS, Hyatt Regency Denver, nor their agents or employees, shall be responsible for or guarantee to exhibitor the safety of exhibit material against fire, accident, theft, unauthorized inspection, photographing, copying, or any loss or injury whatsoever.
• Neither ASHS nor the Hyatt Regency Denver, its agents, or its employees shall be liable for injuries to exhibitor’s person, his or her agents, his or her employees or their persons no matter how sustained (from fire, theft, or other causes). All claims for such loss, damage, or injury are hereby being expressly waived by exhibitor. It is understood that neither the Hyatt Regency Denver nor the legal entities that own, lease, and/or operate the Hyatt Regency Denver nor their members, officers, directors, or employees shall be responsible or liable for injury to any person or persons or for loss or damage to any property belonging to the exhibitor or any person or persons while at the Hyatt Regency Denver or otherwise. The exhibitor assumes complete responsibility and liability for all loss, damage, or destruction of the property of the exhibitor, his guests, and all property of the Hyatt Regency Denver used by the exhibitor or brought upon the Hyatt Regency Denver premises in his or her behalf. The exhibitor also assumes full responsibility and liability for all injury to any and all persons or property in any way connected with the exhibitor’s display caused by the employees. The exhibitor indemnifies and agrees to hold harmless Hyatt Regency Denver and the legal entities that own, lease, and/or operate the Hyatt Regency Denver, their members and officers, and the Hyatt Regency Denver directors and employees against any and all liability whatsoever arising from any and all damage to property or personal injury caused by the exhibitor or his agents, representatives, employees, or other persons.

• Exhibitor shall assume all liability for damage to the facilities of Hyatt Regency Denver by reason of its exhibit and shall indemnify Hyatt Regency Denver for all liability that might ensue by reason of his or her exhibit or presence at the ASHS Annual Conference.

• Neither exhibitor nor his or her agents may allow any articles to be brought into the exhibition or any act done on the premises that will invalidate the insurance or increase the premium on the policies held by Hyatt Regency Denver and ASHS or permit anything to be done by their employees that would result in damage to the premises, property, or equipment of the exhibitors. No signs or articles can be affixed, nailed, or otherwise attached to walls, doors, etc., in such a manner as to deface or destroy them. Likewise, no attachments can be made to the floor by nails, screws, or any other devices that would cause damage. All space is allotted subject to these restrictions, and any violation by the exhibitor shall entitle ASHS to demand immediate correction thereof or immediate eviction of the exhibitor in addition to any other remedy available at law.

• Exhibitor shall not make use of any loud bells, sirens, or buzzers, or otherwise cause any loud noises as, in the opinion of ASHS, would interfere with the activities of the Annual Conference or neighboring exhibitors. All display material must be flameproof and subject to inspection by the appropriate fire department. No flammable fluids or substances may be used or shown in display areas.

• No activities in the exhibit hall shall be scheduled during the official program or exhibit hours except with expressed written permission of ASHS.

• Your company, your company representative, or your agent shall be held jointly, collectively, and individually responsible for any and all debts incurred for all exhibit costs, fees, or charges.
• **Insurance:** It is expressly acknowledged that the sponsor, their agents, or their representatives have neither purchased insurance of any kind for the benefit of the exhibitor nor is it under any obligation to do so. The exhibitor agrees to obtain the following insurance coverage during this event, including move-in and move-out days and will be prepared to furnish certificate of insurance if requested: a) comprehensive general liability insurance coverage, including protective and contractual liability coverage of $250,000/$500,000 property damage; b) employers liability insurance with minimum limits of $100,000 per accident; c) worker’s Compensation Comprehensive in full compliance with federal and state laws; d) general automobile liability insurance covering owned, non-owned, and hired vehicles, including loading/unloading hazards with bodily injury limits of $250,000/$500,000 and property damage limits of $1,000,000.

• Exhibitor agrees to pay when due all royalties, license fees, or other charges accruing or becoming due to any firm, person, or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged, or produced by the exhibitor, its agents, employees, or subtenants within the premises covered by the License Agreement, including, but not limited to, royalties or licensing fees due to BMI, ASCAP, or SESAC. Exhibitor agrees to hold harmless this event, its agents, and its employees against any and all such claims and charges and to defend at its own expense any and all such claims. Exhibitor shall have the right, however, to protest and, if desired, to litigate and adjudicate any and all such claims.

• Any points not covered herein are subject to settlement by ASHS.