



## AMP Exhibitor Contract

### GENERAL

The AMP 2023 Annual Meeting & Expo (“**AMP 2023**” and “**Event**”) is owned by the Association for Molecular Pathology (“**AMP**”) and managed by AMP (“**AMP Show Management**”). The Event is scheduled to be held at the Salt Palace Convention Center November 14-18, 2023. “**Exhibitor**” and “**Company**” mean the entity that applies to exhibit at the Event. “**Representative**” means any person who is duly authorized by the Exhibitor to represent the Exhibitor, to bind the Exhibitor to this contract and the AMP 2023 Exhibitor Rules & Regulations (“**Rules & Regulations**”), and to place orders for the Event on behalf of the Exhibitor and, where applicable, the Exhibitor’s officers, employees, contractors and agents. The person who enters their name in the Expo Harvester application for booth space creates a binding obligation on the part of the Exhibitor to AMP and confirms that they are a Representative of the Exhibitor.

The Exhibitor Contract and Rules & Regulations, including any amendments published on the AMP 2023 Annual Meeting & Expo Website, distributed to the Exhibitor Booth Contact, or communicated to the onsite contact, together constitute a contract between the Exhibitor and AMP. Acceptance of the application by AMP Show Management executes the contract between the Company and AMP.

Neither the Exhibitor Contract nor any booth or display space request or allocation will be binding on AMP unless and until the Representative submits a booth space application in the online Expo Harvester system and agrees therein to the terms of the Exhibitor Contract and the Rules & Regulations, issues all required payment, and the application is accepted by AMP Show Management.

This contract (“**Exhibitor Contract**”) is between the Exhibitor and AMP and is effective as of the date that AMP Show Management accepts the Exhibitor’s application to exhibit.

### ASSIGNMENT OF BOOTH SPACE

AMP Show Management will assign booth space based on availability and in accordance with the Exhibitor’s choice whenever possible. AMP Show Management reserves the right to alter the location of any booth space at its sole discretion and in the best interest of the Event.

### TERM OF CONTRACT

The Term of Contract is defined as from the time the application for booth space is submitted until the closing of the dismantlement time period of the Event.

### CANCELLATION AND TERMINATION

If an Exhibitor or its contracted labor fails to pay fees when due, or fails to abide by the Rules & Regulations, the terms of this contract, or AMP’s Code of Conduct, is a breach of this contract, which AMP may terminate immediately, eject the Exhibitor from the Expo Hall, with forfeiture by the Exhibitor of all monies paid, loss of loyalty credits and/or denial of permission to exhibit in future years. The Rules & Regulations constitute a portion of the contract between the AMP Show Management and the Exhibitor. Should the contract be terminated in this manner, the Exhibitor shall forfeit the amount paid for space rental regardless of whether or not AMP permits another Exhibitor to occupy or otherwise uses the booth space.

“Cancellation” by the Exhibitor is defined as either partial reduction or complete withdrawal of booth space or Corporate Workshop. Notice of Cancellation must be in writing to AMP Show Management. Cancellation fees as outlined in the Rules & Regulations will apply.

Neither AMP, The Expo Group, Salt Palace Convention Center, their employees, nor their agents shall have any liability or obligation to the Exhibitor for cancellation in part or in its entirety, reformatting, or deferral of the AMP 2023 Annual Meeting & Expo.

It is mutually agreed that in the event the AMP 2023 Annual Meeting & Expo is canceled due to acts of God, war, strikes, government regulation or advisory (including travel advisory warnings by the government or the World Health Organization), civil disturbance, terrorism, or threats of terrorism in Salt Lake City-- curtailment of transportation, pandemics, epidemics, disaster, fire, earthquakes, hurricanes, extreme inclement weather, power or internet outages, technology disruptions or any other comparable conditions that would prevent its scheduled opening or continuance, this contract will be terminated immediately. AMP shall determine an equitable basis for the refund of a portion of fees (including booth, exhibitor meeting space and/or sponsorship opportunities) after due consideration of expenditures and commitments already made. Additionally, AMP will provide alternate sponsorship items that can be purchased with any remaining fees.

## **LIABILITY AND INDEMNIFICATION**

AMP shall not in any manner or for any cause be liable for or responsible to any Exhibitor or any other person for any injury or damage to any person, business or property in any way related to or arising in connection with the AMP 2023 Annual Meeting & Expo, even if it is alleged or proved that such injury or damage was caused by the active or passive negligence of AMP, or its errors or omissions. Exhibitor hereby waives any and all claims for such injuries or damages. Exhibitor agrees to defend, indemnify and hold harmless the AMP and its directors, officers, employees and agents (the "Indemnified Parties") against any and all claims, liabilities, losses and expenses, including reasonable attorney's fees, imposed on, incurred by or asserted against the Indemnified Parties. Without limiting the generality of the foregoing, the Exhibitor agrees to defend, indemnify and hold harmless AMP to the same extent, and on the same terms, that AMP is required to indemnify the Convention Center. Notwithstanding the foregoing, nothing in this Clause shall be read to claim that AMP is attempting to indemnify itself from its own fraud, willful injury to the person or property of another or a willful or negligent violation of law. The Exhibitor acknowledges that AMP and the Convention Center do not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses.

Exhibitor will defend, indemnify and hold harmless AMP against any claim or suit for copyright infringement or violation of intellectual property rights (e.g. trademark) that arises from Exhibitor's violation of copyright or intellectual property law.

## **INSURANCE**

Exhibitor agrees to secure and maintain comprehensive commercial general liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage. Insurance will cover the period through the term of this contract, including move-in and move-out days and will name Association for Molecular Pathology (AMP) as an additional insured party.

All Exhibitors MUST submit a Certificate of Insurance to AMP Show Management no later than 30 days prior to move-in day. Freight will not be delivered unless the exhibiting companies Certificate of Insurance is on file. Please contact AMP Show Management ([exhibits@amp.org](mailto:exhibits@amp.org)) if you need a recommendation for an insurance broker that specializes in Expo insurance.

## **RULES & REGULATIONS**

Rules & Regulations, including any amendments published on the AMP 2023 Annual Meeting Website, distributed to the Exhibit Booth Contact, or communicated to the onsite contact, are a part of the Exhibitor Contract. In general, Exhibitor conduct must facilitate the quiet enjoyment of AMP 2023 by all attendees and other exhibitors. Disruption of the Event or any exhibitor's ability to conduct business will not be tolerated. Interpretation and application of the Rules & Regulations are within the sole discretion of the AMP and decisions by AMP Show Management are final.