



Exhibit Application & Contract

Rental Details

The tabletop rental space includes:

Package #1 - \$2,500 USD

- (1) Table (2.4 meter) & (2) Chairs
- (1) Full Conference Technical Badge
- 50-Word Company Listing in Show Directory

(Due January 10, 2023)

- Post-Event Attendees List

(complete mailing address, name and title – No email addresses)

Package #2 - \$4,500 USD

- Package #1 - **PLUS** (1) additional Full Conference Badge, Full Page Ad in Final Program, Company Logo on Event Website and Signage at the Event as a Sponsor

Package #3 - \$5,500 USD

- Packages #1 & #2 - **PLUS** (2) additional Full Conference Badges (total of 4)

Package #4 - \$6,500 USD

- Packages #1 - #3 - **PLUS** (2) additional Full Conference Badges (total of 6)

****Registration is required for all Exhibit Personnel.****

☐ Add Electrical to your tabletop for \$250 USD

Full Payment due with signed contract.

Signed contract indicates the applicant's willingness to abide by all exhibit terms & conditions and general regulations. The Terms of Cancellation are located in the Terms and Conditions.

Tabletop Selection

Please indicate tabletop choice in order of preference:

1st Choice _____

2nd Choice _____

3rd Choice _____

Competitors

Please list companies you **Do Not Want** to be located near.

ASM will make every effort to comply with this request.

Exhibit Application and Contract

Exhibiting Company Name (as it will appear on ALL exhibitor lists):

Address: _____

City/ST/Zip: _____

Country: _____

Website: _____

Contact Person For All Correspondence

Contact Name: _____

Title: _____

Telephone: _____

Fax: _____

Email: _____

Payment Information

FULL payment MUST accompany this application.

Check Enclosed (Payable to ASM International) \$ _____

Charge: Credit Card Amount \$ _____

____ VISA ____ MasterCard ____ AMEX ____ Discover

Credit Card Number: _____

Expiration Date: _____ CSV Code: _____

Billing Address Same As Listed Above? ☐ YES

☐ If NO, Full Billing Address: _____

____ Billing Zip Code: _____

Name of Cardholder: (print) _____

Authorized Signature: _____

This application should be signed and emailed to
exposales@asminternational.org.

To make a payment by mail send to:

ASM International, 9639 Kinsman Road,
Materials Park, OH 44073, Attn.: Events Department

Exhibit Management Use Only

Booth #: _____

Size of Booth: _____

Cost: _____

Deposit: _____

Accepted By: _____

Date: _____

All exhibits and exhibitors are subjected to the following regulations. The word "Management" used herein refers to the Exposition Management and to ASM International® acting through its officers, directors, committees, agents or employees in the management of the Exposition. Violations will not be tolerated; existing violations may result in the withdrawal of the responsible company's ability to rent space at the next show.

PURPOSE OF EXHIBITS

Tabletop Exhibits are to educate an engineering/management audience by dramatic demonstration and presentations.

DISPLAY PACKAGE

See accompanying information for list of services provided with each display rental. Any additional furnishings or utilities must be ordered from contractors and invoiced to the individual display exhibitor.

DISPLAY REGULATIONS

1. CANCELLATION OF EXHIBIT CONTRACT

a. If the Exhibitor notifies ASM International® in writing by NOVEMBER 1, 2022 ASM International® will refund only 25% of the total final payment. The initial 75% of the total final payment is non-refundable.

b. NO REFUNDS WILL BE GRANTED FOR ANY CANCELLATION RECEIVED AFTER NOVEMBER 1, 2022, AND THE EXHIBITOR WILL REMAIN LIABLE FOR THE TOTAL SPACE RENTAL FEE. If in the sole opinion of ASM International®, which shall be conclusive, the presentation of the Exposition is prevented either prior to or during the period of the Exhibitor's occupancy, or use or access to the facilities and equipment of the Exposition is impeded by fire, strikes, other than strikes of the Exhibitor, acts of God, national emergency or for any other cause beyond the control of ASM International®, ASM International® may cancel this contract and Exhibitor waives any claim against ASM International® for damages by reason of such cancellation except that ASM International® shall return to the Exhibitor the amount already paid for space in the Exhibit Hall for this specific event or such portion thereof as shall represent the proportionate part of said Exposition not held, less a pro-rated share of the pre-Exposition expenses. In no event shall ASM International® be liable for any lost profits or incidental, consequential or punitive damages, even if advised of the possibility of same.

c. Cancellation: Cancellation and/or tabletop booth reduction prior to the opening of the exposition obligates the exhibitor to full payment of the rental, in accordance with the terms of the contract.

d. Management may reassign space made available due to cancellations, reductions, or withdrawals.

e. Failure to Pay: Exhibitor tabletop booths will not be allowed to be erected unless full payment for space has been received by Management before show opens.

f. Failure to Occupy Space: Space not occupied by the close of the exhibit installation period as specified in the accompanying materials will be forfeited by the exhibitor and this space may be resold, reassigned or used by the Exhibit Management. This clause shall not be construed as affecting the obligation of the exhibitor to pay the full space rental under the terms of the contract.

2. CONSTRUCTION OF TABLETOP EXHIBITS Exhibit is defined as "Tabletop" exhibits. All exhibits are limited to products, interactive and/or marketing tools that can be displayed. One table will define one exhibit space. Table dimensions are typically 7' x 2', but not guaranteed. The Tabletop height restriction is 8 feet high.

3. INSTALLATION AND DISMANTLING OF EXHIBITS Information on installation and dismantling of exhibits will be sent to you via comprehensive instruction bulletins in ample time to prepare for these activities. By signing this contract, the exhibitor understands that all exhibit equipment and/or displays must be completely set by the published opening of the show; no exhibitor shall dismantle, or start to dismantle, their exhibit equipment and/or displays before the published closing of the show.

4. FIRE, SAFETY, AND HEALTH The exhibitor assumes all responsibility for compliance with local, city, and state ordinances covering fire, safety, and health. All exhibit equipment and materials will be reasonably located within the booth and protected by safety guards and devices where necessary. Only fireproof materials should be used in displays and the necessary fire precautions will be taken by the exhibitor.

5. LABOR Rules and regulations for union labor are made by the local unions and these regulations may be changed at any time. Where union labor is required because of building or contractor requirements, it will be necessary for the exhibitor to comply with the regulations.

6. FILM, SOUND DEVICES AND LIGHTING If moving pictures are used, the exhibitor agrees to comply with union requirements for the operation of the equipment. If, sound movies, loud speakers or sound devices are used, they should be tuned to conversational level and must not be objectionable to neighboring exhibitors. The Management reserves the right to restrict the use of glaring lights or objectionable lighting effects. Exhibitor represents and warrants that no musical work protected by copyright will be staged, produced, or otherwise performed, via either "live" or "mechanical" means, (by or on behalf of exhibitor) at the exposition unless exhibitor has notified ASM International® of such intent and is willing to pay the associated ASCAP fees for such use. See ASCAP fees, Terms & Conditions.

7. OPERATING EQUIPMENT No exhibitor shall operate any such equipment that emits vibrations, fumes, or noise above normal conversational levels as to disturb neighboring lessees or the overall show. Management reserves the right to shutdown operating equipment on the show floor, which is the source of disruption and complaints. Specific demonstrations of operating equipment can be scheduled with Management during off-show hours. Management shall strictly enforce this regulation.

8. SUBLETTING OF SPACE the exhibitor shall not assign, sublet, or apportion the whole or any part of the space as assigned or has representatives, equipment, or materials from other firms than his own in the exhibit space without written consent of the Management. In the case of company divisions or affiliates, only one division or affiliate shall be considered the exhibiting company. Multiple divisions or affiliates may not be identified separately on signs and/or printed matter.

9. EXHIBITORS' PERSONNEL AND OTHER CONSIDERATIONS Distribution of advertising collateral and souvenirs must be confined to exhibitors' spaces (trade publications exception). Undignified methods of attracting attention will not be permitted. In keeping with the technical educational purpose of the event, giveaways such as balloons, TV sets, sporting equipment, etc., will not be permitted. Giveaways such as metric rulers, pens or pencils imprinted with the display

exhibitor's name, etc., will be permitted at exhibitor's tabletop. Questions as to the eligibility of giveaway items should be directed to Show Management for approval before the event. Management reserves the right to prohibit an exhibit or part of an exhibit, which in its judgment may detract from the character of the exposition. This restriction includes persons, sideshow tactics, conduct, printed collateral, or anything of a character, which might be considered objectionable to the exposition as a whole. No selling or order taking will be permitted on the exhibit floor. Serving of food and beverages in exhibits is forbidden. Canvassing in exhibit halls or distribution of advertising collateral or souvenirs by representatives of non-exhibiting firms is strictly forbidden. Personnel recruiting in any form are not permitted.

10. OFFICIAL CONTRACTORS where an official contractor has been designated to perform services for an exhibitor such as the rental of furniture, erection of exhibits, electrical work, plumbing, labor, or any other service-no exhibitor or representative shall contract for such services with other than the said official contractor unless permission has been secured in writing in advance from the Management.

11. LIABILITY AND INSURANCE all items that can be carried away should be put in safekeeping when the exhibit is not attended. The Management will employ reputable and competent guards and will take reasonable precaution to safeguard the exhibitors' property. However, the Management will not be liable for loss or damage to the property of the exhibitor or his representatives or employees from theft, fire, accident, water or any other cause beyond its control. The Management will not be responsible for any injury, damage or loss that may occur to an exhibitor, to his employees or invitees or to any other person on the premises of the exhibit. Exhibits and exhibit equipment are brought into the building, maintained, and removed from the building at the exhibitor's risk. Exhibitor shall indemnify the Management against and hold it harmless from any claims, suits or liabilities resulting from negligence of the exhibitor in or in connection with the exhibitor's use of exhibit space. Exhibitors are advised to carry floater insurance to cover exhibit material against damage and loss and public liability insurance against injury to the person and property of others.

12. HOLD HARMLESS CLAUSE Exhibitor/Sponsor assumes entire responsibility and hereby agrees to protect, indemnify, and save ASM International®, the Airó by Showcenter Complex and/or their affiliates, agents and employees against all claims, losses and damages to persons or property, governmental charges or fines or attorney fees arising out of or caused by Exhibitor/Sponsor'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 ASM International®, the Airó by Showcenter Complex and/or their affiliates, agents and employees. In addition, Exhibitor/Sponsor acknowledges that ASM International® and Airó by Showcenter Complex do not maintain insurance covering Exhibitor/Sponsor's property, and that it is the sole responsibility of the Exhibitor/Sponsor to obtain sufficient liability, business interruption and property damage insurance covering such losses and damages.

13. STORAGE Depending on the venue, storage of packing boxes, crates, etc. during the exhibit may be available. Wherever possible, boxes, crates, etc. will be stored under cover. If it is necessary for outside storage, Management will endeavor to cover the packing boxes and crates with tarpaulin or other material. However, the Management assumes no responsibility for damage or loss of boxes or crates. If storage is not available, the exhibitor is solely responsible to store their boxes, crates, etc.

14. UTILITIES If applicable, it is mutually understood and agreed that Management shall use proper and reasonable care to have all utility services installed in time for the opening of the show. Proper and reasonable care shall be taken to prevent the interruption of these services during the exposition. However, the Management shall not be held responsible for late installation or interruption of any services that may occur. Please note that utilities, such as electric, gas, plumbing, etc. are not included in the exhibit rental fee and should be ordered separately, if needed.

15. INABILITY TO PERFORM If the Management should be prevented from holding the exhibition by any cause beyond its control (such as fires, strikes, Acts of God, etc.) or if it cannot permit the exhibitor to occupy his space due to circumstances beyond its control, Management will refund to the exhibitor the amount of the rental paid, less a proportionate share of the exposition expenses, and Management shall have no further obligation or liability to the exhibitor. If the exhibitor shall have made no rental payment, he nevertheless shall be obligated to pay his proportionate share of such expenses.

16. AMENDMENTS The regulations have been formulated for the best interest of the exhibitors as well as this Exposition, ASM International®, and the cooperating groups. All matters and questions not covered by these regulations are subject to the decisions of the Management. The regulations may be amended at any time by the Management and all amendments that may be so made shall be equally binding on all parties affected by them as by the original regulations.

17. CHILDREN under the age of 18 years are not permitted in the Exhibit area.

18. SOCIAL FUNCTIONS/SPECIAL EVENTS/HOSPITALITIES: Hours for any social function, special event or hospitality must be approved by Show Management. Social functions are allowed only during non-exhibiting hours and must not conflict with technical sessions or other ASM International® or Heat Treat Mexico 2023 functions. Exhibitors wishing to hold hospitality functions are required to coordinate the scheduling of these events with Show Management. Any Exhibitor who fails to comply with said policies relating to hospitality suites and/or social functions risks immediate removal from the Exposition.

19. ASCAP (American Society of Composers, Authors and Publishers) Licensing: "Under the United States Copyright Law, public performances of copyrighted musical works, including performances during a convention, exposition, industrial show, meeting, trade show or similar event, require a license from the copyright owners of the musical works performed or their representative . . ." Copyright Permission and Indemnification: Exhibitor represents and warrants that no musical work protected by copyright will be staged, produced, or otherwise performed, via either "live" or "mechanical" means by or on behalf of the Exhibitor unless exhibitor has notified ASM International® of such intent and is willing to pay the associated ASCAP fees for such use. Exhibitor further represents and warrants that it shall be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including but not limited to all obligations to report data and to pay royalty fees. Exhibitor agrees to indemnify, save, and hold harmless ASM International® and its directors, officers, agents, employees, and each of them, from and against any and all claims, costs, and expenses (including legal fees and expenses), demands, actions and liabilities of every kind and character whatsoever with respect to any breach of the foregoing representations and warranties.