

**Contract for Exhibitors
Le Centre Sheraton Montréal Hotel**

Name of Conference: 2008 Joint Meeting of Ichthyologists and Herpetologists

Name of Exhibitor: _____

IN CONSIDERATION of participating in an exhibit on the premises of the Le Centre Sheraton Montréal Hotel,

_____ (Exhibitor) hereby agrees as follows:

Exhibitor hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save Kansas State University, the American Society of Ichthyologists and Herpetologists, Le Centre Sheraton Montréal Hotel, their owners, operators, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of Kansas State University or Le Centre Sheraton Montréal Hotel and their employees and agents.

Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit Agreement, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage.

Kansas State University, the American Society of Ichthyologists and Herpetologists, and Le Centre Sheraton Montréal Hotel, their owners and its operators shall be included in such policies as additional named insured. In addition, Exhibitor acknowledges that neither Kansas State University, the American Society of Ichthyologists and Herpetologists, Le Centre Sheraton Montréal Hotel their owners or operators, maintain insurance covering exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance insuring any losses by Exhibitor.

Exhibitor hereby releases, quitclaims and forever discharges Kansas State University, the American Society of Ichthyologists and Herpetologists, Le Centre Sheraton Montréal Hotel, and their representatives, officers, agents, and employees, from any loss, damage, theft, destruction or other harm or injury to any personal property which the Exhibitor places on or about the premises of Le Centre Sheraton Montréal Hotel

Exhibitor represents and warrants: (1) the exhibit will be accessible to the full extent required by law, (2) that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by the Act, and (3) that it shall indemnify and hold harmless and defend Kansas State University, the American Society of Ichthyologists and Herpetologists, Le Centre Sheraton, Montréal, their owners, operators, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents from and against any and all claims and expenses including reasonable attorneys fees and litigation expenses that may be incurred by or asserted against Kansas State University, the American Society of Ichthyologists and Herpetologists, Le Centre Sheraton Montréal Hotel, their owners, operators, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents on the basis of Exhibitor's breach of this paragraph or non-compliance with any of the provisions of ADA. Kansas State University shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Exhibitor, provided that Exhibitor gives reasonable advance written notice to Kansas State University of such needs. Exhibitor shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters).

Kansas State University's assignment of booth space is final and shall constitute an acceptance of the Exhibitor's offer to occupy space. Assignments will be made only after receipt of the Contract for Exhibitors and the appropriate booth fees. After assignment, space location may not be changed, transferred, or canceled except by written request and with the subsequent approval of Kansas State University. Notwithstanding the above, Kansas State University reserves the right to make the space assignment and to change, at its sole discretion, any such assignments as it deems necessary.

Exhibitor fee includes an 8'x10' pipe & draped exhibit space, two 6' x 30" skirted tables, two chairs, a trashcan, an identification sign, and admission for one representative to attend all meeting sessions and the reception on Thursday, July 24, 2008. Only one company name per booth sign will be listed on the booth sign or in the program.

The Exhibitor agrees that their exhibit shall be admitted into the exhibit hall and shall remain from day to day solely on strict compliance with all the rules herein described. Kansas State University reserves the sole right to reject, eject, or prohibit any exhibit in whole or in part, or any Exhibitor with cause. If an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reason (with cause), no return of exhibit fees shall be made.

Restrictions on Space Rental: Exhibitor may not sub-let, sub-divide or assign his/her space, nor any part thereof, nor purchase multiple booths for the purpose of subletting or assigning to third parties, nor permit in their booth non-exhibiting companies' representatives without the express written permission of Kansas State University. Only companies or individuals who have contracted directly with Kansas State University shall be listed in the program or allowed in the exhibit hall as an Exhibitor. Failure to comply with this provision may be sufficient cause for Kansas State University to require the immediate removal of the exhibit and/or the offending Exhibitor at the expense of the Exhibitor. Failure to comply may also result in forfeiture of all further rights to exhibit at the Joint Meeting of Ichthyologists and Herpetologists in the future. Kansas State University may lease any space so forfeited to another Exhibitor and retain all revenues collected.

The contracted decorating company, Clarkson Conway Inc., will send all registered exhibitors an exhibit kit containing necessary materials.

Kansas State University reserves the right to fix the time for the installation of the booth prior to the exhibit hall opening and for its removal after the conclusion of the meeting. Installation of all exhibits must be fully completed at least 30 minutes prior to the opening of the exhibit hall (by 7:30 a.m., Friday, July 25, 2008). Failure to adhere to this requirement could restrict Exhibitor's entry into any future meetings.

Exhibitor agrees that all personal property shall be removed from the premises of Le Centre Sheraton Montréal Hotel on Monday, July 28, 2008 by 12 p.m.

No exhibit shall be packed, removed, or dismantled prior to the closing of the exhibit hall on Sunday, July 27, 2008 at 6 p.m. without permission from Kansas State University.

Exhibitors are responsible for making their own post conference shipping arrangements.

All demonstrations, sales activities, and distribution of circulars and promotional material must be confined to the limits of the Exhibitor's booth. Exhibitors must not place equipment for display or demonstration in such a manner as to cause observers to gather in the aisles. All equipment for display or demonstration must be placed within the assigned booth area to attract observers to the booth.

Should Exhibitor engage in retail sales from Exhibitor's booth, Exhibitor shall be responsible for complying with all local and state requirements for a business license and sales tax remittance.

Animals and pets are not permitted in the facility.

Exhibitor is required to maintain the daily cleanliness of their booth. Cleaning of booths shall take place at times other than exhibit hall hours. Exhibitors or their agents shall not injure or deface any part of the building, the booths or booth contents, equipment or décor. When such damage appears, the Exhibitor is liable to the owner of the property so damaged.

In the interest of the meeting, the Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of members, Exhibitors, or invited guests from the educational sessions or exhibit hall during the official hours of the sessions or exhibit hall.

Under the terms of this agreement, Kansas State University is reserving the booth space described in the exhibitor packet for your use. In the event Exhibitor should need to cancel their registration, written notification is required by June 27, 2008. A full refund, minus a \$50 administrative fee will be issued. Refunds cannot be given in amounts less than \$5.00. Exhibitor may make substitutions to their registration representative without penalty.

Kansas State University may cancel or postpone any event or activity because of insufficient enrollment or other unforeseen circumstances. If a program is canceled or postponed, Kansas State University will refund registration fees, but will not be held responsible for other costs, charges, or expenses, including cancellation/change charges assessed by airlines or travel agencies.

Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term of condition or breach of this agreement. The rights of Kansas State University shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Kansas State University.

In the event any provision of this agreement is held invalid or unenforceable, then neither the remaining provisions of this agreement or other applications of the provisions involved shall be affected thereby.

The undersigned individual represents and warrants that they have authority to enter into this agreement on behalf of the company or organization represented and hereby agrees to the terms set forth in this agreement.

Exhibitor

Signature

Date

Print Name

Title

Company or Organization