Exhibitor Regulations - ASTA Travel Advisor Conference 2024
May 29-31, 2024
Hilton Anatole | Dallas, TX

1. Definitions
   1.1 In these Rules and Regulations, the following words and expressions shall have the following meanings:
   a. The term ‘Exhibitor’ shall include and refer to all employees, servants and agents of any company, partnership, firm or individual to whom exhibition space has been allocated.
   b. The term ‘Exhibition’ shall refer to the conference event as named and dated above.
   c. The term ‘ASTA Travel Advisor Conference ’ shall refer to the show management as:
      American Society of Travel Advisors
      123 N. Pitt Street, Suite 400
      Alexandria, VA 22314
      As well as their employees or agents
   d. The term ‘Exhibition Venue’ shall refer to the location of the Exhibition as shown above or such other venue specified by ASTA Travel Advisor Conference Organizers.
   e. The term ‘Landlord’ shall refer to: The owners and management of the appointed Exhibition Venue, its employees or agents.
   f. The term ‘Contract’ shall refer to the contract for exhibit space, booth type, and décor package at the Exhibition entered into between ASTA Travel Advisor Conference Organizers and the Exhibitor which incorporates these Rules and Regulations and the Exhibitors Manual.
      i. The Contract represents the entire agreement between the Exhibitor and the Organizer to take space at the Exhibition and supersedes all promises and statements between the parties other than those expressly incorporated into the Contract. In addition, the Exhibitor acknowledges that he/she has not entered into the Contract in reliance upon any representation, warranty or undertaking which is not expressly set out or referred to in this Contract. This does not exclude liability for fraudulent misrepresentation.
   g. The term ‘Authorities’ shall refer to the Local Authority and the Fire Authority
   h. The term ‘Rental’ shall refer to the sum payable under the Contract for exhibit space, booth type, and décor package.
   i. The term ‘Exhibitors Manual’ shall refer to the manual to be prepared by the ASTA Travel Advisor Conference Organizers and distributed prior to the Exhibition setting out practical aspects of their participation and of the Exhibition.
   j. The title to each Regulation hereinafter set out is for ease of reference only and shall not be constructed as limiting or defining the content of and Regulation.

2. Payments: An exhibitor who fails to make payment when due shall automatically forfeit any rights, privileges and claims of any nature the exhibitor has or may have, including rights to any payments previously made. Exhibitors who have not made payment will not have access to the Trade Show floor nor be able to setup until full payment has been made. —Note: All Monies Are Payable In US Funds. A $800 non-refundable deposit per 8’ x 10’ space is required for booth holds. If payment is not received within 30 days of submitting booth contract, booth space may be released and available for resale.
   a. Cancellation/Booth Size Reduction Policy: A $200 administrative cancellation fee will be charged to any exhibitor that cancels their booth contract. In addition liquidated damages will be charged to any exhibitor that cancels or reduces their booth size within the below time period. If payment has not been received at the ‘request to cancel’ date, the exhibitor is still required to pay balance in full.
Time Period:  Liquidated Damages:

Until Aug 15, 2023 ..............................100% Refund
Aug 16, 2023 - Jan 09, 2024 ..........50% refund of exhibit fees
On/after Jan 10, 2024 ...............No Refund

In addition, the $800 non-refundable deposit will be charged per exhibit space if the exhibit space is cancelled or reduced any time after the contract for space has been received at ASTA Travel Advisor Conference Organizers’ office. After all issues of payment have been resolved, the contract shall be cancelled and neither party shall have any further claim against the other.

b. **Visa Policy:** ASTA Travel Advisor Conference organizers will assist all foreign exhibitors with the Visa application process by issuing an invitation letter when requested. If the applying exhibitor is denied a visa and the booth contract has already been submitted, the exhibitor is still responsible for the full balance due in accordance with the cancellation policy above.

3. **Restrictions in Operation of Exhibits:** ASTA Travel Advisor Conference Organizers’ reserve the right to restrict or evict exhibits/exhibitors which in the opinion of ASTA Travel Advisor Conference Organizers become objectionable because of noise, method of operation, materials, smell, or any other reason. Objectionable activity is considered to be anything which restricts or prevents the normal business interactions of nearby exhibitors. ASTA Travel Advisor Conference organizers also reserve the right to prohibit or evict any exhibit/exhibitor which, in the opinion of ASTA Travel Advisor Conference Organizers, may detract from the general character of the trade show. Moreover, ASTA Travel Advisor Conference Organizers may require the cessation or removal of any person, thing, conduct, printed matter, or anything of a character which ASTA Travel Advisor Conference organizers determines, in their opinion, to be objectionable. In the event of such restriction or eviction, ASTA Travel Advisor Conference Organizers are not liable for any refunds of rentals or other exhibit expenses.

4. **Sound/Music:** It is understood and acknowledged that the playing of music is not integral to the trade show and is not considered part of the trade show’s standard operating procedure; however Exhibitors are permitted to use sound equipment in their booth so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Sound and noise level should not exceed 85 decibels. Exhibitors should be aware that music played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted compositions.

5. **Subletting of Exhibit Space:** The Exhibitor shall not assign the Contract, sublet or part with his/her site, booth, or any portion of it without prior written consent from ASTA Travel Advisor Conference Organizers. A list of all subletties must be attached to the booth contract of the “host” exhibitor (i.e., the exhibitor signing the contract and paying the exhibit fee to ASTA Travel Advisor Conference Organizers). Host exhibitors cannot charge subletties more than the host’s pro rata share of the ASTA Travel Advisor Conference Organizers’ rate for the space. Space sublet cannot be less than 100 square feet — The exhibitor agrees to indemnify and save ASTA Travel Advisor Conference Organizers, its officers, officials and employees harmless for any negligent or wrongful acts or omissions of any party sharing exhibit space with or subletting exhibit space from exhibitor that cause personal injury or other harm, including damage to property, to anyone or any property on or around the trade show premises. No name other than that of the host exhibitor may be displayed on the site or booth, nor may any literature in respect of goods other than those of the Exhibitor may be displayed or distributed, without the written consent of ASTA Travel Advisor Conference Organizers.

6. **Default of Occupancy:** Exhibitors failing to occupy contracted space are not relieved of obligation to pay full space rental fees. ASTA Travel Advisor Conference Organizers have the right to claim any space not occupied by 5:00 p.m. on Monday May 20, 2024 and to reassign or use such space in any way without releasing original Exhibitor from his contracted obligations. Early tear-down of contracted space will be considered a default in occupancy.
7. **Use of Space:** Exhibitors will not be permitted to interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Exhibit space personnel, including demonstrators, receptionists and models are required to confine their activities to the exhibitor’s exhibit space. Apart from the specific display space for which an exhibitor has contracted with ASTA Travel Advisor Conference Organizers, no part of the trade show premises and the grounds may be used by any organization other than ASTA Travel Advisor Conference Organizers for display or distribution purposes of any kind. Exhibitors may visit and observe displays on the trade show floor, if they behave in a courteous manner and respect the rights of their fellow exhibitors. Handling display samples, picking up literature, or taking photographs may be done only with the permission of the personnel at the subject display. Representatives, models, employees of exhibitors and all other exhibit space personnel will be modestly attired to maintain the professional and businesslike climate of the trade show. Projection machines, televisions, stereos and other such electronic equipment are limited in their operation to demonstrations only and shall not be used at volumes designed to attract visitors, or which are disruptive to neighboring exhibits. All projections must be handled in accordance with the requirements of the local fire prevention authorities and the exhibitor agrees to comply with all union requirements for the operation of such equipment. The use of glaring lights or objectionable light effects is prohibited. The exterior of any display cabinet or structure facing an adjacent exhibitor’s exhibit space must be finished or suitably decorated at the expense of the exhibitor erecting or installing such a display, and must not include corporate or product identification that would detract from the adjacent display. The sale of any product at an exhibit space or in the trade show premises is prohibited. Live animals, birds, fish, and other nonhuman creatures must be approved by ASTA Travel Advisor Conference Organizers.
   a. **Constructional Details** - Full dimensional drawings showing all proposed constructional details must be submitted and approved by ASTA Travel Advisor Conference Organizers before any work is started.
   b. **Presentations/Demonstrations** – Any presentation/demonstration likely to interest groups of 10 or more people must be located towards the center of the booth and clearly shown on a booth drawing submitted to ASTA Travel Advisor Conference Organizers no later than 1 month prior to the Exhibition.

8. **Linear Booths:** Exhibits, other than island configurations, are subject to the following requirements: Displays material may not exceed 4’ height in the front two-thirds of the booth, nor 8’ height in the rear one-third of the booth. Each exhibitor is entitled to a reasonable sight line from the aisle regardless of the size of the exhibit.

9. **Island Booths:** In order to ensure that the neighbors of island exhibitors have the opportunity to be seen from nearby aisles, ASTA Travel Advisor Conference Organizers require a “window of visibility” through each side of an island exhibit. Your booth must have a total of 50% (minimum) of each side with no visual obstructions. Any exhibitor whose display is of questionable conformity to these regulations must submit layouts to scale for both overhead and side views. Any required modifications can then be made to the display prior to shipping to the show site. Max booth height is 9’.

10. **End-Cap:** The back wall in an end-cap booth must be kept at one half the width of the booth, centered and at the regular back wall height of 9’. From the edges of the back wall to aisle on both sides, display material may not exceed a height of 4’ as to not block the exhibitors behind the end cap. The maximum ceiling height for a peninsula/end-cap booth is 9’. Any exhibitor whose display is of questionable conformity to these regulations must submit a layout to scale for both overhead and side views. Any required modifications can then be made to the display prior to shipping.

11. **Kiosk:** Kiosks cannot have pop ups or any materials or chairs in the area surrounding the kiosk. All materials must be affixed to the kiosk or on the desk area of it.
12. **Table Top:** Table top exhibits may only have a pop up behind the booth if their table backs up to a wall and does not block the sight line to another exhibitor’s space.

13. **Interpretation and Amendment:** ASTA Travel Advisor Conference Organizers shall have full power to interpret or amend these rules and its decision is final. Exhibitor agrees to abide by any rules or regulations that may hereafter be adopted by ASTA Travel Advisor Conference Organizers, which shall be made a part hereof and shall be considered fully incorporated herein. ASTA Travel Advisor Conference Organizers promise their full cooperation for a successful show and will be pleased to work with exhibitor toward this end. These Rules & Regulations along with the booth contract, constitutes the entire contract between the exhibitor and ASTA Travel Advisor Conference Organizers. ASTA Travel Advisor Conference Organizers respectfully asks the cooperation of the exhibitor in its observance of the terms of the contract. All points not covered in these Rules & Regulations will be decided by ASTA Travel Advisor Conference Organizers.
   a. **Interpretation of Regulations in Translation** – In the event of any dispute as to the interpretation of these Regulations as a result of their translation into a foreign language, the English version shall be taken as authentic.
   b. **Exemptions** – Applications for any consent by ASTA Travel Advisor Conference Organizers must be in writing and must set out full details of the matters for which consent is sought. Exemptions from any Regulation may be granted at ASTA Travel Advisor Conference Organizers discretion. No exemption given by ASTA Travel Advisor Conference Organizers will be effective unless it is in writing.

14. **Loss, Damage and Injury:** The exhibitor agrees to indemnify and save ASTA Travel Advisor Conference Organizers, its officers, officials and employees harmless for any negligent or wrongful acts or omissions of third parties not acting under the specific direction and control of ASTA Travel Advisor Conference Organizers that cause personal injury or other harm, including damage to property, to any of the exhibitor’s officers, employees or invitees including by way of illustration, personal injury or other harm occurring while on, in, about, or around the Trade Show premises. The exhibitor further agrees to indemnify and hold harmless ASTA Travel Advisor Conference Organizers, its officers, officials and employees from and against any and all liability and expense (including court costs and attorney’s fees), including that for personal injury and property damage or loss, resulting from exhibitor’s use of its exhibit space or due to any other act or omission of the exhibitor, its officers, employees, agents, or invites.

15. **Insurance:** The exhibitor shall, at its sole cost and expense, procure and maintain throughout the term of the contract for exhibit space, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon the leased premises. Such insurance shall include contractual liability and product liability coverage with combined and single limits of liability not less than $1,000,000.00 USD. The exhibitor shall, at its sole cost and expense, procure and maintain throughout the term of this contract workers compensation and occupational disease insurance in full compliance with all federal and state laws covering all of the exhibitor's employees engaged in the performance of any work for the exhibitor. Exhibitor shall obtain and furnish, upon request of ASTA Travel Advisor Conference Organizers, a certificate of insurance evidencing the required insurance. All property of the exhibitor is understood to remain under its custody and control in transit to, within, and in transit from the confines of the Trade Show premises.

16. **Defaults:** Exhibitor booths must be fully constructed or decorated before the trade show floor opens to attendees. If the space reserved for the exhibitor is not occupied by the time set for completion of displays, such space will be considered cancelled and possessed by ASTA Travel Advisor Conference Organizers for such purposes as they may see fit. The exhibitor shall remain liable for the full rental of such space. ASTA Travel Advisor Conference Organizers shall have the right to re-let such space.

17. **Relocation of Exhibits:** ASTA Travel Advisor Conference Organizers may reassign space as it deems necessary. ASTA Travel Advisor Conference Organizers may alter the location of exhibit space(s) as shown on the official floor plan. ASTA Travel Advisor Conference Organizers will determine the eligibility of any company or products for
18. **Repair or Damages:** The cost of repairing any damage caused by the exhibitor, its employees, representatives or agents to the trade show premises will be billed to and paid by the exhibitor. Nothing will be posted on, tacked, nailed, screwed or otherwise attached to the columns, walls, floors, ceilings, furniture or other property of the trade show premises. Exhibitor may not apply paint, lacquer, adhesive or any other coating to building floors, or to standard booth equipment.

19. **Decorations:** ASTA Travel Advisor Conference Organizers retain absolute discretion and authority in the placement, arrangement and appearance of all trade show displays. No liability shall attach to ASTA Travel Advisor Conference Organizers for costs that an exhibitor may incur in complying with any directives made by ASTA Travel Advisor Conference Organizers. ASTA Travel Advisor Conference Organizers do not accept any responsibility for any omissions, misquotations or other errors which may occur.

20. **Trade Show Admission Policy:** No one under the age of 21 is permitted to all events at ASTA Travel Advisor Conference. ASTA Travel Advisor Conference Organizers will issue official tickets of admission, the badge, and no other form of admission ticket will be valid. ASTA Travel Advisor Conference Organizers shall have sole control over all admission policies at all times. Admission to the trade show will be granted to all qualified persons upon presentation of ASTA Travel Advisor Conference issued badge. Each 8’ x 10’ booth space purchase includes two complimentary badges for trade show entry. Press, Radio, and TV representatives are welcome at all times, with a badge, in a reporting or editorial capacity. Credentials must be presented at the trade show press headquarters where admission badges will be issued. The badge must be worn by each person attending the trade show. Badges are not transferable. Attendees and Exhibitors must have their badge with them at all times during the event.

21. **Official Program of Events:** An official program of events catalogue will be issued. ASTA Travel Advisor Conference Organizers do not accept any responsibility for any omissions, misquotations or other errors which may occur in the compilation of the catalogue.

22. **Fire and Electrical Requirements:** Exhibit space decorations must be flame-proofed and all hangings must clear the floor. Electrical wiring must conform to all government and facility requirements. ASTA Travel Advisor Conference Organizers may cancel all or part of any exhibit if upon inspection it appears not to comply with these regulations, or is otherwise creating a fire hazard. Exhibitors must comply with all applicable fire regulations. Moreover, exhibitors will not engage in any activity in contravention of ASTA Travel Advisor Conference Organizers’ insurance policy.

23. **Security:** Security for the trade show will be provided during the hours of setup, tear-down and throughout the show. Exhibitor agrees that the provision of such service constitutes adequate discharge of all obligations of ASTA Travel Advisor Conference Organizers to supervise and protect exhibitor’s property. Exhibitor agrees that it is wholly responsible for ensuring protection of its property on and off trade show premises. Exhibitor must keep an attendant in its exhibit space(s) during the hours the trade show is open. Security has the right to inspect briefcases, packages, or carrying containers to determine that no unauthorized merchandise is being removed from the trade show area. Valuable items, hand samples, original artwork, etc. should be displayed in a protective manner by exhibitors during trade show hours. Such valuable items should be removed from the exhibit each evening and placed in lockers if provided by the trade show premises or in hotel safety deposit vaults. In cases where this is impractical, it is recommended that the exhibitor retain a security service for its display during closed hours. Retention of security services must be coordinated through ASTA Travel Advisor Conference Organizers.

24. **Signs, Sign Copy, Illumination:** No electrical flashing signs or signs involving the use of neon or similar gases will be permitted in the trade show, unless approved by ASTA Travel Advisor Conference Organizers in writing. Should the wording on any sign or area in any exhibitor’s exhibit space be deemed by ASTA Travel Advisor Conference Organizers to be contrary in any way to the best interests of the trade show, the exhibitor
shall make changes in wording as are requested by ASTA Travel Advisor Conference Organizers.

25. **Exhibitors Admittance during Non‐Show Hours:** Representatives of exhibitors will not be permitted to enter the trade show earlier than one‐half hour before scheduled opening time each day of the trade show, except on opening day when they will be permitted to enter the trade show one hour before the scheduled opening of the show. Exhibitors requiring additional time should make arrangements for earlier admittance by checking with ASTA Travel Advisor Conference Organizers’ office on the previous day and obtaining the necessary credentials. Also, exhibitor representatives will not be permitted to remain in the trade show premises after the closing hour each night, with the exception of the final night, unless special arrangements are made at the ASTA Travel Advisor Conference Organizers’ office in advance.

26. **Exhibits:** Exhibitors may not dismantle displays until the trade show closing. Failure to comply may be cause for ASTA Travel Advisor Conference to refuse future exhibiting privileges.

27. **Floor Load:** Under no circumstances may the weight of any equipment or exhibit material of any exhibitor exceed the maximum floor load of the trade show premises.

28. **Compliance with Law:** Exhibitors shall not engage in any display, publication, performance, or other activity which is in conflict with any applicable law, regulation, rule or ordinance, nor shall exhibitor, or its representatives or employees, engage in any lewd display, publication or performance. Exhibitor will be responsible for obtaining all necessary governmental permits and licenses. Exhibitor shall comply with any rules promulgated by the owners or manager of the trade show premises.

29. **Firearms:** All persons attending the trade show are prohibited from possessing firearms at the event.

30. **Taxes:** Exhibitor shall pay, or reimburse ASTA Travel Advisor Conference Organizers if they shall have to pay, any taxes resulting from the exhibitor’s rental or occupancy of exhibition space, display of merchandise, taking of orders or related trade show activities, no matter how the taxes are designated or levied.

31. **No Guarantee of Attendance:** All conference events will be conducted in the English language. ASTA Travel Advisor Conference Organizers do not guarantee specific volumes or levels of attendance at the trade show. Moreover, traffic by a specific exhibit is a function of the particular exhibit and not a responsibility of ASTA Travel Advisor Conference Organizers.

32. **Virginia Courts:** Exhibitor consents to submit to the jurisdiction of the state and federal courts of the Commonwealth of Virginia with respect to any dispute that may arise under this Agreement.

33. **Non‐Waiver:** No waiver by either party of any term or provision of this agreement shall be deemed a waiver of any preceding or succeeding breach of the same or of any other condition or provision.

34. **Integration:** These Rules & Regulations and booth contract constitute the full and complete agreement and understanding between the parties and supersedes all previous negotiations and understandings with respect to this subject matter, oral or written. This agreement can only be altered or modified by a subsequent agreement in writing signed by both parties.

35. **Copyrighted Material:** Each exhibitor is responsible for obtaining any necessary licenses and the payment of all applicable royalties with respect to the playing of any copyrighted music or the use or display of any photographs, audiovisual materials, sculptures, internet materials, computer programs or other copyrighted works. Each exhibitor warrants that all works of authorship used in connection with its exhibit are original works owned by it, duly licensed, or in the public domain. Each exhibitor indemnifies and holds harmless ASTA Travel Advisor Conference Organizers, their subsidiaries, directors, officers, and employees from all liability, including attorney’s fees, arising from every claim of patent, copyright, or trademark infringement, or misappropriation of trade secret or similar or related claims. ASCAP, BMI, and SESAC are
three authorized licensing organizations that collect copyrighted fees on behalf of composers and publishers of music.

36. **Photography/Video/Recording:** No exhibit, performance or event presented at the show shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind without the express written consent of ASTA Travel Advisor Conference Organizers. During ASTA Travel Advisor Conference, you may be photographed or recorded by a video and/or sound device. By registering for the event and agreeing to these rules and regulations, you hereby authorize the ASTA Travel Advisor Conference Organizers to use and reproduce photographs, videos, sound recordings, digital images, and likenesses of you for the purpose of promoting ASTA and/or the ASTA Travel Advisor Conference in print, web or in other sales materials without compensation of any kind.

37. **Performance of Services:** On behalf of the exhibitors, ASTA Travel Advisor Conference Organizers have designated official contractors to perform the following services: drayage, machinery moving and erecting, cartage, furniture rental, booth and floral decoration, signs, photographs, telephone service, etc. Service of electricians, plumbers, carpenters, and labor will be provided and charged at the then prevailing rates. Contractors and rates will be listed in the Exhibitor Kit to be issued separately. ASTA Travel Advisor Conference Organizers assume no responsibility or liability for any of the services performed or materials delivered by the foregoing persons or parties.

38. **Americans with Disabilities Act:** Exhibitor warrants that its exhibit booth will meet the requirements of the Americans with Disabilities Act of 1990. Exhibitor agrees to indemnify and save ASTA Travel Advisor Conference Organizers, its officers, officials, and employees harmless from any claim of liability or responsibility made by any party on account of Exhibitor’s failure to comply with the Americans with Disabilities Act of 1990.

39. **Force Majeure:** The performance of this Agreement by ASTA Travel Advisor Conference Organizers is subject to acts of God, war, government regulation, acts of terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it inadvisable, illegal or impossible to provide the facilities or to make use of the facilities.** If the trade show is canceled by ASTA Travel Advisor Conference Organizers for any one or more of such reasons all further obligations shall cease.

40. **Correction of Nonconforming Exhibits:** ASTA Travel Advisor Conference Organizers reserve the right to require the correction or removal and to correct or remove any exhibit that does not conform to the Exhibitor Regulations.

41. **Conduct of Exhibitors:** Every Exhibitor shall ensure that his/her booth is open to view and staffed by competent representatives during Exhibition hours. The Exhibitor must conduct his business ONLY from his own booth and must not under any circumstances canvass amongst Exhibitors or visitors to the Exhibition. All efforts to advertise, promote sales and operate exhibits must be conducted so as not to cause annoyance or inconvenience to other Exhibitors and visitors.

42. **No Third Party Rights:** These Exhibitor Regulations govern the conduct of exhibitors at the trade show and are not to be construed as conferring any right or benefit upon any third party.

43. **Rigging:** Prior approval is required to hang any signs from the ceiling of the trade show floor. Max height 9’ from top down.

44. **Exhibitor Appointed Contractor:** The contracted official decorator for ASTA Travel Advisor Conference is GES. All furnishings and construction should be coordinated through them. Exhibitors not using GES must complete the non-official contractor form located in the exhibitor manual. Fees must be paid before the contractor is allowed access to the show floor for construction or assembly of the exhibitors booth.
45. This Agreement and any dispute arising with respect to the subject matter thereof, shall be governed by, and interpreted in accordance with the laws of the Commonwealth of Virginia, U.S.A., excluding the choice law rules thereof.

**In the event of such an occurrence, it shall be within the sole discretion of ASTA Travel Advisor Conference Organizers to cancel, interrupt, relocate or limit the trade show.**