



**The Exhibitor acknowledges having read the following "American Studies Association Exhibit Contract," which is hereby incorporated into this agreement. The Exhibitor agrees to observe and to be bound by each of the provisions contained therein.**

**AMERICAN STUDIES ASSOCIATION EXHIBIT CONTRACT**

- I. The American Studies Association agrees, within the terms of the contract it makes with the hotel, to deliver reserved space as described on the attached floor plan for the Exhibitor's use.**
- II. The Exhibitor agrees to use the space assigned only for lawful purposes in conformity with the laws, ordinances and regulations of the city, county and state in which the exhibit is presented pursuant to this agreement. The exhibitor agrees that the Association has at all times the right to approve the nature of the exhibit and the conditions under which the exhibit is displayed. The Exhibitor agrees that the exhibit will conform in all respects to the general conditions prescribed by the Association for all exhibits.**

**The Association reserves the right to cancel all contracts with, and to withhold all services from the Exhibitor, if in the sole opinion and discretion of the Association, the Association would be injured by the continued display of the exhibit. Upon cancellation of such contracts, the Association will return to the Exhibitor all rental fees and other contractual sums paid by it to the Association up to the date of cancellation.**

- III. The Exhibitor agrees that it will not assign, transfer or sublet any space or exhibit area covered by this agreement without the prior written consent of the Association.**
- IV. The Exhibitor agrees to comply with the schedules for setting up, for opening, for closing, and for dismantling of all exhibits.**
- V. The Exhibitor assumes full responsibility and will pay all expenses for the delivery of its materials to the shipping address given by the Association. The Association assumes no responsibility for the performance of services by common carriers, express service, the U.S. Postal System, or another service, which the Exhibitor may use. The Association assumes no responsibility for transporting the Exhibitor's materials from the shipping address to the display area by the stated time.**
- VI. The Exhibitor agrees to pay all costs incurred in the opening and closing of its exhibit, and in the operation of its exhibit, including expenditures for utilities, labor, or services required for its exhibit. The Exhibitor further agrees to be liable for any and all damages which it may cause to the building, hotel, or exhibit facility. The Exhibitor specifically agrees that it will not incur any expenses, charges, costs, or liabilities against the account of the Association.**
- VII. The Exhibitor agrees that it will not leave its exhibit unattended during the hours of the public exhibition. If it does so, and acts of theft, vandalism, damage, destruction or disarray occur, the Exhibitor agrees that the**

**Association has no responsibility for the safety and security of the Exhibitor's assigned exhibit space or its contents.**

- VIII. The Exhibitor assumes full responsibility for removing all installations within its exhibit space when removal of all exhibits is scheduled. The Exhibitor agrees to return the exhibit space to the hotel in the condition in which it was received: clean, undamaged, and unmarred.**
- IX. To conform to union contracts and regulations, Exhibitor agrees to use qualified union personnel for the various services required for installation and dismantling of exhibits and for materials handling within the show.**
- X. Exhibitor agrees to hold it solely responsible to insure and protect the Association from claims of any nature, including claims that might arise between the Exhibitor and such laborers or craftsmen as the Exhibitor might employ. The Exhibitor agrees to hold itself liable to such laborers and craftsmen under any applicable Workmen's Compensation Act for personal injury, damages and claims, including death, which may occur because of operation of the exhibit.**

**The Exhibitor further agrees to hold the Association harmless from, and to indemnify the Association for, any claims that may result from the acts of negligence or inattentiveness on the part of the Exhibitor which may result in loss or damages to persons or property.**

**The Exhibitor agrees that it will hold the Association harmless and will not look to the Association for reimbursement or recovery in the event of loss or damage to the person or property of the Exhibitor resulting from fire, casualty of any act of God or nature, in the event of any other loss, injury, damage, or mismanagement involving persons, property or conditions sustained on or about the exhibition premises.**

**In any case where the Association is subjected to possible liability, directly or indirectly, as a party to any dispute or legal proceedings arising from any action, commitment, agreement or negligence of the Exhibitor, the Exhibitor agrees to assume full legal responsibility and fiscal obligation to pay or reimburse or compensate the Association for the cost of defending such suit or proceedings including all reasonable legal fees if lawyers are required to defend such suit or proceedings.**

- XI. The Exhibitor assumes the entire responsibility for, and hereby agrees to release the American Studies Association, the contracted drayage company, the Westin Peachtree Plaza, Atlanta, and their agents, servants, and employees free and harmless from any and all losses, damages, and claims to persons or property, governmental charges or fines and attorney's fees arising directly or indirectly out of, or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof.**

**Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or**

workmanship, actual or alleged infringement of any patent, trademark, copyright (or application of any thereof) or of any other tangible or intangible personal or property right, or any or actual violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The Exhibitor further agrees to investigate, handle, respond to, provide defense for and defend any such claim, etc., at his sole expense and agrees to bear all costs and expenses related hereto, even if it (claim, etc.) is groundless, false or fraudulent.

- XII. Exhibitor acknowledges that the ASA and the Westin Peachtree Plaza, Atlanta, do not maintain insurance covering the Exhibitor's property or lost revenue and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor.
- XIII. This Contract contains all the terms, conditions, benefits and liabilities agreed upon by the parties with respect to the subject matter of this Contract. The contract is binding upon the Association only if the Executive Director of the Association signs it. The contract is binding upon the Exhibitor only if a member of the Exhibitor's staff signs it. When so signed, this contract constitutes the entire agreement between the Association and the Exhibitor. It is not assignable by either party.

Exhibitor:

Accepted by ASA:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
John F. Stephens, Ph.D.

\_\_\_\_\_  
Title                      Date

\_\_\_\_\_  
Executive Director                      Date

All checks are made payable to the American Studies Association. Send a signed copy of this exhibit booth rental contract and full payment to American Studies Association, 1120 19<sup>th</sup> Street, NW, Suite #301, Washington, D.C. 20036. FEIN #237083450. A counter-signed copy will be returned to you.