

INTERNATIONAL MEETING

• NOVEMBER 9-12, 2023 • HYATT REGENCY SCHAUMBURG •
SCHAUMBURG, ILLINOIS, USA

Exhibitor Application Form

We understand that space will be rented at the following rates:

Exhibit Type:	Rate:
Nonprofit Organization	\$1,000 USD
For-profit Organization	\$2500 USD
I want to participate in a raffle prize for an additional Attendees will pick up the prize at your booth. <input type="checkbox"/>	\$500

What's included:

- 6 foot draped table
- one (1) complimentary full conference registration
- listing on *ABM* website
- recognition on On-Site Signage
- recognition on our Social Media Channels (reach over 40,000 *ABM* followers)
- virtual exhibit listing

We understand that all applications are subject to approval by the Academy of Breastfeeding Medicine. Submission of the application does not guarantee exhibit space.

Once approved, all space must be paid for in full by July 15, 2023. If assigned space is not paid for in full by the specified date, it may be reassigned to another exhibitor at the option of the Academy of Breastfeeding Medicine.

Exhibit Type _____ Rate _____

List companies that you would prefer to not be near.

Interested in additional sponsorship opportunities please contact:
Sonia Binder at sbinder@bfmed.org or 847.375.4711

By checking this box (mandatory), the Exhibitor confirms that it supports WHO International Code of Marketing Breastmilk Substitutes and any related subsequent WHO resolutions, and is in compliance. Acceptance of Exhibit does not constitute *ABM's* endorsement of the organization, its product, or service.

Please check product categories to be listed (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Clinical Trial Management & Education | <input type="checkbox"/> Pharmaceutical |
| <input type="checkbox"/> Medical Devices | <input type="checkbox"/> Recruitment |
| <input type="checkbox"/> Medical Equipment and Supplies | <input type="checkbox"/> Software |
| | <input type="checkbox"/> Other _____ |

Official Program Information

Describe in 50 words or less your products and services to be promoted. Please submit your description electronically to sbinder@bfmed.org with your application. Your description will be posted on the website.

Company Information

This representative will be contacted for details and for future related mailings.

Firm name _____
(Exactly as you wish it to appear on the exhibit sign.)

Street address _____

City, state, ZIP _____

Phone (____) _____

Fax (____) _____

E-mail _____

Website _____

Name _____
(first) (last)

Title _____

READ BEFORE SIGNING: Exhibitor's signature on this contract indicates acceptance of the terms and conditions provided with this contract and is an agreement to pay the total amount due. The person signing this contract on behalf of the exhibitor has the authority to do so and is responsible for employees' adherence to the terms and conditions on the back of this application.

Signature _____

Billing Information

This contract will be addressed to the signer (or designee indicated below, if different from above). **Please complete this section or notate "Same" if the same as above.**

Name — _____
(first) (last)

Title _____

Firm name _____

Address _____
(if different from above)

City, state, ZIP _____

Phone (____) _____ Fax (____) _____

E-mail _____

Please complete all three steps.

1. Email to sbinder@bfmed.org.
2. Make a copy of this form for your records.
3. Return the original with payment to:
The Academy of Breastfeeding Medicine
PO Box 3781
Oak Brook, IL 60522

Payment Information

Upon approval, payment invoice will be sent to the billing contact listed above. (A 3% service charge will be added to the total for credit card payments that exceed \$5,000 USD.) Payment is due in 30 days after invoice is received.

FOR ABM USE ONLY (HC)

Booth number(s) assigned _____

Total cost \$ _____

Amount paid \$ _____

Accepted: ABM, by _____

ABM Exhibit Contract-Terms and Conditions

- 1. APPLICATION AND ELIGIBILITY.** Application for display space must be made on the printed form provided by the Academy of Breastfeeding Medicine (ABM, hereinafter "the Association"), contain the information as requested, and be executed by an individual who has authority to act for the applicant. This exhibition is designed for the display and demonstration of products and services relating to natural breastfeeding and those individuals attending the Association's 2023 Annual Conference. The Association shall determine the eligibility of any company, product, or service. The Association may reject the application of any company whose display of goods or services is not compatible, in the sole opinion of the Association, with the educational character and objectives of the exhibition. In the event an application is not accepted, any paid space rental fees or deposits will be returned. This contract is binding upon receipt and acknowledgment by the Association. Acknowledgment constitutes one or more of the following: Association confirmation letter or e-mail message, and shared conference information to exhibitor.
- 2. EXHIBIT DISPLAY PRICE.** Each table-top exhibit price is **\$1,000 USD** for non-profit organizations and **\$2,500 USD** for for-profit organizations. It includes a 6-foot table, 2 chairs, company identification sign, one complimentary full conference registration, listing on the ABM website, recognition in the meeting mobile app and on-site signage, and recognition on ABM social media.
- 3. PAYMENT DATES.** No displays will be guaranteed until the Association receives full payment of the total display fee, along with a signed contract. If full payment is not received by **July 15, 2023** the Association will have the right to resell the assigned display space. The exhibitor expressly understands and agrees that all amounts paid hereunder will be applied first to any outstanding obligations due the Association by the exhibitor, and then to the amounts due in accordance with this paragraph hereof, that any resulting arrearages must be paid within the time limits specified herein, and that the Association will have the right to cancel this agreement if the exhibitor is or becomes in arrears with respect to any outstanding obligation due the Association.
- 4. CANCELLATION OF DISPLAY SPACE.** If the exhibitor notifies the Association in writing of the exhibitor's intent to cancel the contract after acceptance but prior to **July 15, 2023** a full refund of monies, minus a **\$250** administrative fee, will be made. No refunds will be made after **July 15, 2023** In the event of cancellation by an exhibitor at no time can the cancellation fee be considered a donation or be recognized as support of ABM.

If for any cause beyond the control of the Association—such as, but not limited to, the destruction of the exhibit facilities by an act of God, the public enemy, authority of the law, fire, or other force majeure—the Association is unable to comply with the terms of this contract and deliver the space allotted hereunder, this contract shall be considered terminated and any payments made hereunder by the exhibitor shall be refunded to the exhibitor, less expenses incurred by the Association to the date of the termination allocable to the exhibitor after proration thereof among all exhibitors.

5. ASSIGNMENT OF DISPLAY SPACE. Space will be assigned beginning **May 30, 2023** according to the date on which the contract and deposit are received, amount of space requested, special needs, and compatibility of the exhibitor's products with the Association's aims and purposes.

6. DISPLAY, FURNISHINGS, EQUIPMENT, AND SERVICE. A uniformly styled exhibit display will be furnished that consists of one skirted table and two chairs. Exhibit displays must not project so as to obstruct the view of the adjacent displays. Display material or equipment can be placed to a height not exceeding 8 feet, or a width of 6 feet (unless noted on floor plan). In the remainder of the display all display material or equipment shall not exceed 42 inches in height without written approval from the Association. Exhibit displays may not include additional furnishings unless otherwise approved by the Association.

7. CONDUCT OF EXHIBITS. The advertisement or display of goods or services other than those manufactured, distributed, or sold by the exhibitor in the regular course of business and identified in this contract is prohibited. An exhibitor may not assign, sublet, or apportion all or any part of the contracted display space, nor may an exhibitor permit the display, promotion, sales, or marketing of non-exhibitor products or services. Interviews, demonstrations, and distribution of literature or samples must be made within the display area assigned to the exhibitor. Canvassing or distributing of advertising outside the exhibitor's own display will not be permitted. There is no restriction on selling on the exhibit floor provided that sales transactions may be conducted only within the exhibitor's own display. Exhibitors are responsible to the appropriate taxing authorities for the collection and submission of the applicable sales taxes for sales which occur on the exhibit floor. Exhibitors may not serve or dispense food or beverages of any type from their displays or in the exhibit area without consent of the Association. No part of the display, including products, is permitted outside the exhibit space. Products and furnishings should be arranged with the safety of the exhibitors and attendees in mind.

The Association reserves the right to restrict the operation of, or evict completely, any exhibit which, in the sole opinion of the Association, detracts from the general character of the exhibition as a whole. This applies to displays, literature, advertising novelties, souvenirs, conduct of persons, etc. No exhibits will be permitted which interfere with the use of, or impede access to, other exhibits or impede free use of the aisle or public space. Photography is restricted to the confinement of your exhibit space.

8. INSTALLATION/DISMANTLING.

Installation. All exhibits must be set up by the designated time in the exhibitor schedule, without exception. Assembly of exhibits during regularly scheduled exhibit hours will not be permitted.

Dismantling. All exhibit material must be packed and ready for removal from the exhibit area no later than the designated time in the exhibitor schedule. No packing of equipment or literature or dismantling of the exhibits is permitted until closing time.

9. ADDITIONAL EXHIBITOR SERVICES. There will be no official convention contractor for exhibitor services at this event. The Association will send information on basic services such as electrical and communication amenities at least 60 days out from conference. For services with rental displays, additional decorating, furniture, signs, cleaning, photography, floral, electrical, telephone, audiovisual service, drayage, and labor, please contact the Association to coordinate with facility.

10. EXHIBIT STAFF REGISTRATION. Prior to **August 26, 2023** full conference registration of one (1) representative per paid display will be complimentary, provided that registrations are received by the Association before **August 26, 2023**. Exhibitors will receive one additional complimentary exhibit registration for display staffing personnel. There will be a **\$250 USD** charge for the registration of each additional representative who exceeds the two per display allotment.

Each eligible exhibitor who registered in advance will have a printed exhibitor badge available at the exhibitor registration area at the conference facility. This badge will entitle registered exhibitors admission to the exhibit area only. Exhibitors must wear badges at all times—including during setup times, exhibit hours, and dismantling—in order to enter the exhibit area. Exhibitor staff, temporary help, and setup personnel must wear exhibitor badges or other badges designated by the Association. Only the complimentary registered exhibitor will gain admission to other conference functions, and the complimentary registration badge is not transferable.

11. GENERAL CONFERENCE REGISTRATION. Any exhibitor who desires to attend the program sessions or any optional activities must register through the standard registration process on the ABM website.

12. SPECIAL VISUAL AND SOUND EFFECTS. Audiovisual and other sound and attention-getting devices and effects will not be permitted. Operation of equipment being demonstrated may not create noise levels objectionable to neighboring exhibitors.

13. INSURING EXHIBITS. Exhibitors are encouraged to insure their exhibits, merchandise, and display materials against theft, fire, etc. at their own expense. It is suggested by the Association that the exhibitor contact the exhibitor's insurance broker and obtain all risk insurance covering exhibit property while absent from home premises for exhibit purposes, or a rider to the exhibitor's existing policy covering same.

Neither the exhibit facility, the Association, nor any Official Contractor will be responsible for loss or damage to any property in storage, in transit to or from the exhibit building, or while in the exhibit building for any loss of income as a result of any reduced sales due to such loss or damage. All property of the exhibitor will be deemed to remain under the exhibitor's custody and control in storage, in transit to or from, or within the confines of the exhibit hall, even though it may at times be under the temporary control or direction of the Association or an Official Contractor.

14. LIABILITY FOR DAMAGES OR LOSS OF PROPERTY. Guard service is provided by the Association on a 24-hour basis from move-in through move-out. Notwithstanding the guard service provided by the Association for purposes of general security in the exposition premises, the exhibitor shall protect, indemnify, and hold harmless the Association, the exhibit facility, and the Official Contractor from any and all liability, loss, damage, or expense by reason of any injury or injuries sustained by any persons or property or loss of property or income that might be derived therefrom occurring in or about the exposition premises or entrances thereto or exits therefrom, including that caused by or resulting from the negligence of the Association. The exhibit facility shall not be responsible or liable for any injury, loss, or damage to any property or person brought in by the exhibitor or otherwise located in the exposition premises.

15. INDEMNIFICATION. The exhibitor agrees that it is responsible for the defense and payment of any and all claims, demands and suits on account of any alleged injuries, death or other loss by individuals, or damage to property or other loss, to any party occurring in the exhibit facility or elsewhere because of the acts or omissions of the exhibitor, its employees or agents, licensees, guests or contractors. The exhibitor agrees to defend, indemnify and hold harmless the Association, the exhibit facility, and their respective owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "Indemnitees"), from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which any Indemnitee, its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the exhibitor, its officers, directors, employees, agents, contractors, or any other person or organization hired by the exhibitor. The term of this section shall survive the termination or expiration of this contract.

16. SHIPPING INSTRUCTIONS. Information on shipping methods and rates will be sent to each exhibitor by the Association. The exhibitor will ship, at his own risk and expense, all articles to be exhibited. All shipments must be prepaid. The address on all crated shipments shall include the exhibitor's name and display number(s).

Exhibit material cannot be received at the conference facility prior to the show setup dates. Such freight will be directed to and stored at the Association's designated freight handling and storage firm at the exhibitor's expense.

The exhibitor expressly agrees that any exhibit material remaining in the exhibit hall after the contracted move-out time has terminated or any damaged exhibits left behind may be removed and disposed of at the expense of the exhibitor and without liability to the Association or an Official Contractor.

17. FAILURE TO OCCUPY SPACE. Any space not occupied at the conference facility by the designated setup time in the exhibitor schedule, shall be forfeited by the exhibitor, and space may be resold, reassigned, or used by the Association without refund, unless a request for delayed occupancy has received prior approval by the Association in writing.

18. FIRE REGULATIONS. No exhibitor shall use any flammable decorations or coverings, and all fabrics or other materials used shall be flameproof.

19. EXHIBIT SPACE FLOOR PLAN. Every effort will be made to maintain the general configuration of the floor plan for this convention. However, the Association reserves the right to modify the plan, if necessary, as determined solely by the Association. The Association shall reserve the right to change display assignments at the Association's discretion.

20. PHOTOGRAPHY. The Association occasionally has photographs of exhibitors and their display personnel taken during the exhibition and uses such photographs in its promotional materials. By virtue of the exhibitor's participation in the exhibition, the exhibitor, on behalf of its display personnel, automatically agrees to usage of its display personnel's likeness in such materials with no remuneration to exhibitor or to its display personnel.

21. MISCELLANEOUS. The Association shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors and this exhibition. Any and all matters not specifically covered herein are subject to decision by the Association. These terms and conditions may be amended at any time by the Association upon written notice to all exhibitors. The exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by the Association from time to time. This contract shall be interpreted under the laws of the United States and of the State of Illinois.

22. LIMITATION OF LIABILITY. IN NO EVENT SHALL ASSOCIATION, EXHIBIT FACILITY, AND THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "EXHIBITION PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION OR FOR ANY CLAIM BY THE EXHIBITOR, EVEN IF ANY OF THE EXHIBITION PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT EXHIBITION PARTIES' SOLE AND MAXIMUM LIABILITY TO THE EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT DISPLAY FEE. THE EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE EXHIBITION PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT DISPLAY FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY EXHIBITION PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.