



2024 Exhibit, Sponsorship, and Advertising Agreement Form

Exhibit

Exhibit Type:	Rate:
Nonprofit Organization	\$750 USD
For-profit Organization	\$1,500 USD
Additional Exhibit Space	\$500 USD

I want to participate in a raffle prize for an additional Attendees will pick up the prize at your booth..... \$250 USD

What's included:

- 6 foot draped table
- one (1) complimentary full conference registration, plus 1 exhibit badge
- listing on *ABM* website
- exhibitor name card at booth

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.

Sponsorship

\$3,500 Coffee Break Sponsor: Keep our attendees caffeinated during coffee breaks! Includes signage at coffee stations and recognition in our website program and mobile app agendas.

\$5,000 Coffee Break Sponsor: Same as above, plus branded coffee cup sleeves at the coffee stations!

\$10,000 Opening Reception Sponsor: Be the exclusive sponsor for our Opening Reception and contribute to an evening of networking with food and drinks. Includes signage, branded napkins, a highboy table for promotional materials in the reception room, plus recognition on our website program and mobile app agendas.

Advertising

\$500 Website Banner Ad

\$750 Homepage Banner Ad

\$1,000 Email Blast

Please select the opportunities you would like to secure below:

- Nonprofit booth \$750
- For-profit booth \$1,000
- Additional booth \$500
- Raffle Prize \$250
- Coffee Break Sponsorship \$3,500
- Coffee Break Sponsorship with napkins \$5,000
- Opening Reception Sponsorship \$10,000
- Website Banner Ad \$500
- Homepage Banner Ad \$750
- Email Blast \$1,000

TOTAL: _____

Interested in additional support or advertising opportunities? Please contact Nicole Wallace at nwallace@bfmed.org or (847) 375-3689 to learn more.

Company Information

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

Company Name _____

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

Street address _____

City, state, ZIP _____

Phone _____

E-mail _____

Website _____

Name _____ (first) _____ (last)

Title _____

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

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

List companies that you would prefer to not be near: _____

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 October 14, 2024. 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.

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 _____

E-mail _____

Please email a signed copy of this contract to nwallace@bfmed.org. An invoice will be sent with instructions to pay via credit card, check, or wire transfer.

Send Checks to:

The Academy of Breastfeeding Medicine
PO Box 88019
Chicago, IL 60680-8019

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.

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 **\$750 USD** for non-profit organizations and **\$1,500 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.** Exhibitor/sponsor must pay 100% of their total exhibit space, sponsorship or advertising fee within 30 net days of receipt of the invoice. Full payment must be received on or before 30 days prior to the conference, regardless of applications & contract submission date. Client reserves the right to reassign an exhibit booth space if the exhibitor fails to remit 100% payment by the deadline. No refunds or credits will be issued after the date of the conference and any attempt to withhold or withdraw payments made by exhibitor will be considered a breach of this Agreement and subject to enforcement action by association.
- 4. CANCELLATION OF DISPLAY SPACE.** For cancellation of space received between the initial space selection and 3 months out (August 14) a non-refundable \$500 administration fee will apply. For cancellations of partial or full exhibit space on or after 3 months out, the exhibitor is responsible for 100 percent of the total exhibit booth fee as a cancellation fee. Rollover to future association events will not be permitted. Full payment is required, and no refunds whatsoever will be made on cancellation or reductions of space on or after 3 months out from the conference.
- 5. UNPAID BALANCES:** All exhibits, meeting room rentals, exhibitor directory listings, support opportunities, corporate presentations and advertising opportunities must be paid in full prior to the start of the meeting. Exhibitors with outstanding balances will not be permitted access to the in-person meeting, exhibit halls or freight docks, or begin the installation of their exhibits. Registrations will also be withheld until full payment has been received. Any sponsorship or advertising benefits will be held until full balance is paid.
- 6. ASSIGNMENT OF DISPLAY SPACE.** Space will be assigned 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.
- 7. 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.
- 8. 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 display 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.

- 9. 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.
- 10. 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.
- 11. EXHIBIT STAFF REGISTRATION.** Prior to **August 26, 2024** full conference registration of one (1) representative per paid display will be complimentary, provided that registrations are received by the Association before **August 24, 2024**. 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.

- 12. 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.
- 13. 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.
- 14. INSURING EXHIBITS.** Exhibitors shall 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. The Association, the convention facility and their employees and representatives shall not be responsible for any loss, damage or injury to person or property that may be suffered by the exhibitor, or the exhibitor's employees, from any cause whatsoever arising out of participation in the conference prior, during or subsequent to the period covered by this exhibit application, excluding that caused by or resulting from the negligence of the Association or convention facility and their employees and representatives. Exhibitor shall indemnify, defend and hold harmless Association, its officers, directors, employees and agents against and from any and all losses, costs, damages, liability, or expenses (including attorneys' fees) arising from or by any reason of any accident, bodily injury, property damage or other claims or occurrences to any person, including exhibitor, its employees and agents, or any business invitees of or related to exhibitor's occupancy or use of the booth space and any other leased area(s) of the convention center. The terms of this provision shall survive the termination or expiration of this Agreement. Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. The exhibitor waives the right of subrogation by its insurance carrier(s) to recover losses sustained under exhibitor's insurance applications for real and personal property. If requested, the exhibitor, as a condition to participation in the conference, shall obtain from its insurer(s) a waiver of subrogation consistent with this provision.
- 15. 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 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 exits therefrom, including that caused by or resulting from the gross negligence of the Association. The Association and 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.

Exhibitor shall be solely responsible for the cost of any damage to the convention center, official hotels, property of others, and any other claims and cost arising out of exhibitor's use of the leased area(s), regardless of how or by whom such damage was caused. The terms of this provision shall survive the termination or expiration of this contract.

16. 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.

17. 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.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. 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.