



FAMILY SCIENCE DAYS TERMS AND CONDITIONS OF AGREEMENT

Family Science Days (“FSD”), an event associated with the Annual Meeting of the American Association for the Advancement of Science (“AAAS”) is a free event open to the general public. The 2016 Family Science Days will be held February 13-14, 2016 at the Marriott Wardman Park in Washington, DC.

This community science showcase—featuring hands-on demonstrations and other family and kid-friendly activities—shines a spotlight on a broad range of formal and informal science educators who promote an interest in science among the general public.

- 1. Contract for Exhibit Space:** The submission of a duly signed application for FSD exhibit space constitutes an unqualified offer for exhibit space to be assigned for the FSD event pursuant to these terms and conditions. Each application must be accompanied by a signed copy of these Terms and Conditions. Upon acceptance by American Association for the Advancement of Science (AAAS), signified by AAAS’ written confirmation of acceptance, the application together with these Terms and Conditions and the notice of acceptance shall constitute a binding contract for exhibit space at the 2016 FSD to be held in conjunction with the AAAS Annual Meeting (“The Meeting”).
- 2. Selection of Exhibitors:** Exhibitors shall be selected from those companies who apply for exhibit space and who, in AAAS’ sole judgment, generally provide experiential science learning opportunities for the general public. Once accepted, an Exhibitor will be able to register its representatives to access the Exhibit Hall during FSD. AAAS reserves the right to accept or reject any application to exhibit, in whole or in part, in its sole discretion. AAAS shall further have the right to exclude or to require the exhibitor to modify, in whole or in part, of any exhibit which AAAS, in its sole discretion, considers unsuitable or not consistent with the character of AAAS or FSD.
- 3. Exhibition:** Each exhibitor shall be admitted to FSD and shall remain at the Event for the duration of FSD, subject to Exhibitor’s continued compliance with these rules. AAAS reserves the right to reject, eject or prohibit any exhibit or its operation in whole or in part, or to eject or refuse to admit Exhibitor or its representative, for failure to comply with these rules or with any instructions issued by AAAS, or for conduct deemed detrimental to the best interests of FSD or The Meeting. If an exhibit is rejected, ejected or prohibited for any reason, Exhibitor shall have no recourse against AAAS.
In the event an Exhibitor is uncertain whether a certain exhibit, or any portion thereof, is consistent with FSD’s standards, such exhibitor is strongly advised to contact AAAS in writing to obtain a ruling with respect to the exhibit’s suitability sufficiently in advance of the commencement of FSD to obtain this ruling. Exhibitors shall be responsible for the compliance of their exhibits with FSD standards as set forth herein and are further responsible for informing all interested parties of the standards to which their exhibits are subject. All Exhibitors are expressly urged to request an advance suitability ruling from AAAS at least thirty (30) days prior to the commencement of FSD.
- 4. Use of Exhibit Space:**
 - A. PARTIES ENTITLED TO USE:** Exhibitor shall not assign or share, in whole or in part, its exhibit space without previous written confirmation from AAAS.
 - B. UNAUTHORIZED ACTIVITIES:** Activities in any exhibit space that are contrary to law or the rules of FSD, or which will disturb exhibitors in the immediate area, are prohibited and constitute grounds for termination and removal of an exhibit. Only duly registered Exhibitors and their duly registered employees shall be permitted to display or demonstrate any products, processes or services, solicit orders, or distribute advertising, promotional, or other materials at FSD. No person shall wear any identification materials of any organization other than that of the Exhibitor. Any infringement of these regulations may result in the termination and removal of the Exhibitor. Exhibitors shall not enter the booths of other Exhibitor(s) without invitation. Exhibitors may not solicit a visitor from another exhibit to its own. Unless AAAS has granted permission, each Exhibitor shall remain within its own exhibit space while conducting their booth activities or distributing literature or other materials. The aisles of the exhibit area may not be used for any of the aforementioned purposes. Exhibitors may not serve or dispense food or beverages of any type from their exhibit space without prior written approval of Exposition Management. Balloons or similar air or helium-filled items are not permitted within the exhibit space without written permission from AAAS.
 - C. CONSTRUCTION OF BOOTHS:** Booths shall be constructed so that inline and peninsula booths do not exceed 8’ in height. No part of a booth or any attachment, sign or extension of a booth may exceed these limitations, which will be strictly enforced. No booth shall be bridged or connected across the aisle in any way to an adjacent booth without the prior written consent of AAAS.
- 5. Exhibitor Service Manual:** AAAS shall prepare and distribute to FSD Exhibitors an Exhibitor Service Manual (“ESM”) containing general and technical information regarding FSD, instructions, rules, regulations, and other pertinent information prior to FSD’s commencement date. Inquiries regarding items not included in the Manual should be addressed in writing to the Association at least 45 days prior to FSD’s commencement date.
- 6. Space Assignment and Floor Plan:** AAAS will attempt to assign the Exhibitor to one of its requested spaces. Notwithstanding these requests, AAAS reserves the right to make its allocation of exhibit space or to change the space allocation at any time based upon space availability or other considerations. The failure to allocate to an Exhibitor its requested space will not in any way affect the enforceability of this Agreement. The floor plan submitted by AAAS is believed to be generally accurate, but AAAS makes no warranties or representations with respect to actual measurements.
- 7. Maintenance of Exhibits:** All exhibits shall be adequately staffed during FSD hours. Exhibits shall not be removed until the conclusion of FSD. Freight handling service is provided by the Official Service Contractor and will be the Exhibitor’s responsibility. Exhibit material/packages/shipments cannot be received at the FSD venue unless provided for in the ESM. Otherwise, deliveries will be returned to the shipper at the exhibiting company’s expense. Upon the conclusion of FSD, all exhibits and related materials must be removed promptly, in no event later than the time specified in the ESM or other rules as provided by AAAS. Any exhibit material or property remaining in the facility thereafter shall be packed, shipped, or stored at the discretion of the Official Service Contractor at the expense of the Exhibitor.
- 8. Sales at the Exhibition:** The Exhibitor may take orders for products to be delivered at a later date. However, AAAS reserves the right, in its sole discretion, to allow or prohibit the sale and delivery of goods and services at the FSD event. AAAS will notify exhibitors in writing no later than 30 days prior to the FSD event of its decision to allow or prohibit the actual selling of products on the exhibit floor.

- 9. Cancellation:** An Exhibitor shall have the right to cancel this Agreement at any time by written notice to AAAS. Under all circumstances AAAS retains the right to reassign any booth space canceled by Exhibitor without incurring any liability to Exhibitor. Should AAAS' Annual Meeting be canceled for any reason, this Agreement shall automatically be canceled, with no liability to AAAS.
- 10. Safety Precautions:** All exhibit materials must conform to applicable fire and safety codes and practices. All display material and decorations must be flame proofed. All electrical equipment must be in good operating condition and must meet the requirements of all applicable fire and safety codes. Displays are subject to inspection for safety by the Association and by the local fire department.
- 11. Indemnification:** Exhibitor here by agrees to indemnify, and hold harmless, the Association and the exhibit facility, their managers, officers, directors, sponsors, employees, agents, successors, and assigns from any suit, action, or claim whatsoever, including for personal injury or property damage, lost profits or for loss of use of property by whomsoever sustained, relating to or arising out of Exhibitor's participation in FSD.
- 12. Insurance:** All property of the Exhibitor is understood to remain under Exhibitor's custody and control in transit to and from and within the confines of the exhibit area. The Association and the exhibit facility do not maintain insurance covering Exhibitor's property. Exhibitor shall carry comprehensive general liability coverage, including Premises, Operations and Contractual Liability coverage of at least \$1,000,000 per personal injury liability, and \$1,000,000 for Property Damage Liability, statutory Workmen's Compensation in accordance with the laws applicable to the venue, and with Employer's Liability with a limit of at least \$100,000. Certificates of insurance shall be furnished to AAAS upon request.
- 13. Attendance:** AAAS shall have sole control over admission of visitors to the exhibits according to the rules and regulations of FSD.
- 14. Exhibitor Service Desk:** An Exhibitor service desk will be maintained during the effective dates of FSD.
- 15. Security:** Security guards shall be furnished during the hours FSD is closed. However, the furnishing of security guards shall not result in any liability of AAAS to Exhibitor or any other party. After official Meeting hours, only persons with proper identification badges shall be allowed in the exhibit hall.
- 16. Existing Regulations:** Exhibitor must abide by existing agreements and regulations concerning the use of services or labor in the exhibit facility.
- 17. Meetings:** No Exhibitor shall hold any meetings, events or hospitality suites that conflict with FSD or conference hours unless approved in advance by the AAAS contact.
- 18. Default:** In the event of any violation by an Exhibitor of the provisions of this Agreement or the applicable Rules and Regulations, an Exhibitor will not be permitted to install its exhibit, and may be subject to termination of contract and eviction.
- 19. Amendments:** Any and all matters not specifically covered by the preceding rules and regulations and the rules and regulation contained in the ESM shall be subject to the determination of AAAS. AAAS shall have the full power to interpret, amend, and enforce these rules and regulations, provided reasonable notice of any amendments is provided to the Exhibitor. The Exhibitor, for itself and its employees, agents, and representatives, agrees to abide by the foregoing rules and regulations and by any amendments or additions there to.
- 20. Force Majeure:** In the event that the exhibit facility or any part of the exhibit area is unavailable, whether for the entire Meeting, or a portion of The Meeting, as a result of fire, flood, act of nature, or any other such cause, or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, riot, or any other cause or agency over which AAAS has no control, or should AAAS decide that because of any such cause it is necessary to cancel, postpone, or alter the location of FSD, or reduce the time for installation of exhibits, conduct of FSD, or removal of exhibits, the Association shall not be liable to indemnify or reimburse the Exhibitor with respect to any alleged damage or loss, direct or indirect, real or incidental, arising as a result thereof.
- 21. Laws Applicable:** This contract shall be governed by the law of the District of Columbia, and shall be construed and interpreted there under. All parties involved with the Exhibit agree to comply with the Americans with Disabilities Act.

I have read and agree to the Terms and Conditions.

FAMILY SCIENCE DAY EXHIBITOR

Signature: _____

Date: _____

Name: _____

Title: _____

Organization: _____