ISTFA/2027

Exhibit Application & Contract

Rental Details

☐ **10'x10' Booth Package** - $3,500 USD *($100 per corner)*

- 8' high back drape and 3' side rails
- (2) DISCOUNTED Technical Conference Registrations
- Unlimited Exhibitor Booth Personnel Badges
- 11"x17" Company ID sign
- Company listing and description in Online Exhibitor List & Digital Show Guide with link to your website
- VIP Passes for Customers' free admission to the Expo
- Post-Event Attendee lists *(name, title, mailing address – NO email addresses)*

Each additional booth: $3,500
NOTE: (1) complimentary Exhibitor Full Conference registration per 100 sq ft, **starting at** 200 sq ft of rental space

☐ **Hassle-Free Turnkey Booth Package** - $1,850
Just show up with your materials, and we'll **handle the rest!**Our all-inclusive package provides a fully set-up booth —10'x10' gray carpet, (1) table, (2) chairs, electricity, wastebasket. **Let us do the work for you!**

Customized Promo & Branding Add-Ons:

ALL below add-ons INCLUDE Logo on event website with URL and signage at the event:

- ☐ Banner ad on Event website (3 available): **$1,500**
- ☐ Banner ad in event Mobile App (5 available): **$750**
- ☐ Full-page ad in Digital Show Guide: **$750**
- ☐ 8.5"x11" promo piece at registration: **$750**
- ☐ Pre-OR-post event eblast to attendees: **$2,000**
- ☐ Email tags - logo in footer of event emails: **$2,000**

NOTE: (1) complimentary Exhibitor Full Conference registration with every (2) add-ons selected

Full Payment due with signed contract!
Signed contract indicates the applicant's willingness to abide by all exhibit terms & conditions and general regulations.

Booth Selection

Please indicate booth choice in order of preference:

1st: _____ 2nd: _____ 3rd: _____

Company Name (as it will appear on ALL exhibitor lists):

_____

Address: _____

City: _____ State: _____

Zip/Postal Code: _____ Country: _____

Website: _____

Contact Person for All Correspondence

Contact Name: _____

Job Title: _____

Telephone: _____

Email: _____

Payment Information

Credit Card Amount: $_____

☐ VISA ☐ Mastercard ☐ AMEX ☐ Discover

Credit Card Number: _____

Expiration Date: _____ CSV: _____

Billing Address Same As Listed Above? ____ YES

If NO, Full Billing Address:

_____

Billing Zip Code: _____

Name of Cardholder: *(print)* _____

Authorized Signature: _____

This application should be signed and emailed to:
exposales@asminternational.org

To make a payment by mail, send to:
ASM International, 9639 Kinsman Road,
Novelty, OH 44073

ISTFA 2027 EXPOSITION TERMS AND CONDITIONS 06/10

All of the following items are understood and accepted as part of the contract between ASM International® and the Exhibitor for the licensing of booth space at ISTFA 2027 Exposition (the "Exposition"), which is to be held at the Phoenix Convention Center in Phoenix, AZ (the "Exhibit Hall").

1. MINIMUM BOOTH: Standard 10'x10'booth construction includes 8' backdrop, 36" side rails, and a one-line Company identification sign. No walls, partitions, decorations or other obstructions may be erected which in any way interfere with the view of any other exhibitor. All standard booths should not exceed 4' in depth x 8' high from the back to the front. If the location of your booth is on the end of two rows of exhibit booths, your booth must not exceed 10'in width (which would encompass 5' in each direction from the center of the exhibit booth). Exhibitors desiring to use other than standard booth equipment, or any signs, decorations, or arrangements of display materials must submit two copies of a detailed sketch or proposed layout and receive written approval from ISTFA 2027 Show Management. Multiple booths, islands, and peninsulas may be reserved, and they may be adjacent.

a.) The STANDARD BOOTH shall have NO "built-up" exhibit or other construction to exceed 8'in overall height, which includes any signage.

b.) ISLAND and PENINSULA BOOTHS may exceed 8' up to a limit of 14' in height if they occupy in excess of 400 square feet. PERIMETER BOOTHS also may exceed 8' in height up to a limit of 14'. The limits as outlined above do not apply to machinery or equipment as regularly built and used in the steel industry. NO company name or advertising shall be displayed above the permissible height of the background for ANY exhibit. This includes but is not limited to signs, emblems, trademarks, medallions and cut-out lettering.

c.) Any special or unusual type of exhibit construction must be submitted to the Show Management in advance to determine whether it complies with these regulations. No area has been set aside nor any provision made to accommodate "cubic content" construction.

d.) No balloons will be used on the exhibit floor or as booth decorations.

e.) ASM International® will assign booth locations at its discretion, considering factors including time of application, receipt of payment, as well as Exhibitor's preference. ISTFA 2027 Show Management reserves the right to all final decisions concerning all aspects of the booth and its location, and also the right to rearrange assigned spaces for the overall benefit of the show. Show Management reserves the right to require the rearrangement of any exhibit to make it conform to the regulations, and the Exhibitor shall be liable for any costs incurred thereby. The general appearance of the Exposition as a whole must take precedence over that of any individual exhibit.

2. BARTER POLICY: All publications, publishing houses, trade organizations and associations are eligible for consideration of a 10'x10' space on a barter basis. All 10'x10' spaces provided by ASM International® could include (1) 6' draped table and (2) chairs. There will be no attendance lists provided under barter arrangements. In exchange for said booth space and furnishings, ASM International® will receive either equivalent booth space at the counterpart's event or (1) 4-color, full-page advertisement in the counterpart's publication. All barter arrangements require a formal letter of agreement, to be initiated by ASM International®, in order to be considered valid. ASM International® reserves the right to refuse rental of space to any company who, in their opinion, is competitive with the general businesses operated by the society. Specific barter details may be modified with the approval of both parties.

3. UTILITIES: Standard utilities are accessible from most booth locations, including but not limited to air, water and electrical. Exhibitor recognizes ASM International® is not responsible to provide utilities other than those readily available in the facility. ASM International® will use reasonable efforts to accommodate special requests.

4. LABOR: a.) The respective service contractor will supply labor, if requested, for the installation and dismantling of exhibits. All labor charges will be the responsibility of the Exhibitor. A copy of the labor order form is enclosed in the Exhibitor Service Manual.

b.) ASM International® will designate certain firms as "official contractors" for such services as cartage and handling of exhibit shipments, rental of furniture and other types of usual booth equipment, decorations, signs and florists' items. Exhibitors desiring to contract for said services with any other contractor shall advise ISTFA 2025 Show Management in advance, and secure permission for said contractor to operate at the Exhibit Hall. Payment for all such services is the responsibility of the individual exhibitors. Order forms will be included in the Exhibitor Service Manual.

5. EXHIBIT HALL MANAGEMENT: Work and services controlled by the Exhibit Hall management include electrical service, guard or watchman service, stage, and public address service.

6. CLEANING SERVICE: Janitorial services for aisles throughout the exhibit area are included in the exhibit booth price. The forms for the booth cleaning service will be available in the Exhibitor Service Manual.

7. SIGNS: A one-line Company identification sign will be included in the price of the booth.

8. REGISTRATION OF EXHIBIT PERSONNEL: Registration instructions for booth personnel will be included in an online Exhibitor Service Manual, as well as emailed to the person listed under contact information on the contract. Admission will be by badge only.

9. EXHIBIT OPENING: The hours of installation, show hours, and dismantling will be included in the Exhibitor Service Manual.

10. SOCIAL FUNCTIONS/SPECIAL EVENTS/HOSPITALITIES: Hours for any social function, special event or hospitality MUST BE approved by ISTFA 2027 Show Management. Social functions are allowed only during non-exhibiting hours and must not conflict with technical sessions or other ASM International® or ISTFA 2027 functions. Exhibitors wishing to hold hospitality functions are required to coordinate the scheduling of these events with Show Management. Any Exhibitor who fails to comply with said policies relating to hospitality suites and/or social functions risks immediate removal from the Exposition.

11. ALCOHOL: The serving or distribution of alcoholic beverages by Exhibitors in any part of the Exhibit Hall is strictly forbidden unless prior written permission has been received from ISTFA 2027 Show Management.

12. OPERATING EXHIBITS: Operating exhibits are encouraged, but all unusually dirty, hot or noisy exhibits must be properly enclosed so as to respect the rights and safety of others. It is the responsibility of the Exhibitor to conform to OSHA and other applicable government regulations. Operating displays, if overly noisy, must be run intermittently or during demonstration only, or not at all, at the sole discretion of Show Management.

13. AUDIO VISUAL equipment may be obtained. Complete information will be included in the Exhibitor Service Manual.

14. FREIGHT AND TRUCK SHIPMENTS TO THE WAREHOUSE: The date for early freight arrival will be communicated in the Exhibitor Service Manual under shipping information.

15. RECEIVING, UNLOADING, MOVING AND HANDLING OF EXHIBIT MATERIALS: ASM International® has contracted with the respective service contractor set forth in the Exhibitor's Service Manual to handle all unloading from trucks and moving exhibits, displays, or merchandise to the exhibit floor and to return crates from storage when the Exhibit Hall closes. All empty packing crates must be properly marked with the Exhibitor's name and booth number. "EMPTY" stickers are available from the service contractor. Unmarked crates will not be returned. See the respective freight forms enclosed in the Exhibitor Service Manual.

16. SOLICITATION OR PRODUCT DEMONSTRATIONS: The Exhibitor must be confined within the bounds of its respective booth. Printed advertising may be distributed by the Exhibitor only from its booth space. Aisles in front of the booths must be kept completely clear. Operation of devices having objectionable sound will not be allowed. Engines or any kind of equipment may be operated only with the consent of the respective conference center facility and ISTFA 2027 Show Management. All property destroyed or damaged by the Exhibitor must be replaced in its original condition by Exhibitor at its own expense. Exhibitor may not feature names of non-exhibiting manufacturers in its display; this, however, does not apply to names of parent, subsidiary or affiliated companies. Should an article of a non-exhibiting manufacturer be required for proper operation or demonstration of an Exhibitor's display, identification of such article shall be limited to regular nameplate, imprint or other identification which in standard practice appears normally on the article as sold in the industry. Exhibitor may give out envelopes, catalogs, circulars and folders, or other advertising material in its booth only. The distribution of such items from booth to booth, or in the aisles, meeting rooms, registration area, or elsewhere, is strictly prohibited. Any Exhibitor failing to comply with the policies relating to solicitation, product demonstrations or distribution of materials risks being removed from the Exposition. Painting of the floor in exhibit spaces will not be permitted, and no floor covering may be attached or adhered in any manner whatsoever without the consent of the manager of the Exhibit Hall. Any damages will be charged directly to the Exhibitor, and Exhibitor agrees to pay the same. The Exhibitor agrees as a condition of this contract that the space hereby contracted for, or any portion thereof, is limited to the use and occupancy of the Exhibitor, or to any person, firm or corporation wholly owned or controlled by it.

17. RESTRICTIONS ON SELLING: With the exception of ISTFA 2027 Services Booth(s), all over-the-counter sales or sales of any kind that involve the exchange of currency for goods received during the Exposition are strictly prohibited. Purely promotional giveaways and drawings are permitted so long as they do not cause undue disruption, as determined by ISTFA 2027 Show Management.

18. DISMANTLING OF DISPLAYS: The Exhibit Hall's closure date and time will be communicated in the Exhibitor Service Manual. Packing crates/boxes will not be returned to the exhibit booth(s) until all visitors have left the Exhibit Hall floor and all aisle carpet has been lifted. All dismantling must be finished, and all exhibit materials must be out of the exhibit area no later than the specified date and time, which will be communicated in the Exhibitor Service Manual. It is the responsibility of the Exhibitor to arrange for the return shipment of properly labeled exhibit material before departure. Otherwise, it will be necessary to store

such material at the expense of the Exhibitor or return by common carrier at Exhibitor's expense. The Exhibitor is responsible for notifying the respective service contract in advance. Exhibits may not, to ANY extent, be dismantled before the specified date and time listed in the Exhibitor Service Manual. Any early dismantling or packing shall be considered a breach of this agreement and may affect future contracts. PLEASE MAKE YOUR DEPARTURE PLANS ACCORDINGLY. PLEASE INFORM YOUR BOOTH STAFF OF THIS STIPULATION.

19. SUBLETTING SPACE: The Exhibitor may not assign, sublet or apportion the whole or any part of the space allotted to him, nor exhibit therein or permit any other person or firm to exhibit therein, any goods other than those manufactured and/or distributed by the Exhibitor in the regular course of his business, without written consent of Show Management. Fees may be incurred.

20. SECURITY SERVICE: ASM International® cannot guarantee against loss or damage of any kind; however, if applicable, after-hours roving security will be provided. The Exhibitor agrees to make provision for the safekeeping of its exhibit material, merchandise, etc., before, during and after the Exposition. The Exhibitor understands and agrees that neither ASM International® nor the Exhibit Hall shall be responsible for the safekeeping of any exhibit material, merchandise, etc., or for any loss or damage to exhibit material or merchandise before, during or after the Exposition.

21. FIRE PROTECTION: All draping and/or display materials must be flame retardant. Under no conditions will combustible oils or gases be permitted in the exhibit area. All electrical work and equipment must be ordered in advance to ensure conformance with regulations of the respective local fire department and Exhibit Hall.

22. LIABILITY AND INSURANCE: The Exhibitor shall save and keep harmless and indemnify ASM International®, its members, officers, directors, employees and agents of and from all suits, claims, damages, loss or liability (including attorneys' fees) arising out of any act, omission or negligent conduct of the Exhibitor, its agents, employees or contractors; and said Exhibitor agrees, at its own cost and expense, to defend and protect ASM International® and Exhibit Hall, their members, officers, directors, employees and agents against any and all such suits, claims, demands and expenses, including attorneys' fees. The Exhibitor shall maintain and have in full force and effect the following insurance policies:

a.) Policies of comprehensive general liability insurance including protective liability, contractual liability and product liability coverage with a single limit of liability of $1,000,000.

b.) Policies of public liability and property damage insurance covering all motor vehicles owned by the Exhibitor and all motor vehicles not owned by the Exhibitor while such vehicles are being used in connection with the activities of the Exposition with a single limit liability of $1,000,000. ASM International® shall be named as an additional insured as its respective interests may appear in respect to all the aforementioned insurance policies. Prior to the date of the preparation of its display, the Exhibitor shall be prepared to furnish to Show Management evidence satisfactory to ASM International® confirming the Exhibitor's compliance in full with provisions of Section (a) and Section hereof, and requiring thirty days' notice to Show Management prior to any expiration of or change in coverage.

23. HOLD HARMLESS CLAUSE: Exhibitor/Sponsor assumes entire responsibility and herby agrees to protect, indemnify, and save ASM International®, Henry B. Gonzalez Convention Center, and/or their affiliates, agents and employees against all claims, losses and damages to persons or property, governmental charges or fines or attorney fees arising out of or caused by Exhibitor/Sponsor installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of ASM International®, the Henry B. Gonzalez Convention Center, and/or their affiliates, agents and employees. In addition, Exhibitor/Sponsor acknowledges that ASM International® and Henry B. Gonzalez Convention Center do not maintain insurance covering Exhibitor/Sponsor property, and that it is the sole responsibility of the Exhibitor/Sponsor to obtain sufficient liability, business interruption and property damage insurance covering such losses and damages.

24. NUISANCE: The Exhibitor agrees that Show Management reserves the right to restrict or prohibit exhibits which, because of noise or for any other reason, might, in the judgment of Show Management, be objectionable.

25. CHARGES: The Exhibitor agrees to pay all charges incurred in connection with drayage, freight and express shipments, labor and services, floral displays, signs, photography, or any special services ordered. The Exhibitor shall be liable for all bills charged against its agents and representatives, as well as Exhibitor's space and the booth erected thereon. Such charges may include, but are not limited to, those relating to the behavior of Exhibitor's agents and representatives, as well as Exhibitor tardiness in meeting dismantling deadlines.

26. GOVERNING LAW: This contract takes effect upon its acceptance and execution by ASM International® in Materials Park, Ohio, and shall be interpreted and construed under the laws of Ohio, which laws shall prevail in the event of any conflict of law. Any action for enforcement of the provisions of this contract or other cause of action based upon the Exhibitor's anticipated participation, presence at the Exposition, or any omission, neglector wrong on the part of ASM International®, its officers, directors, employees and agents, shall be instituted only in the Court of Common Pleas of Geauga County, OH. The Exhibitor, whether foreign or domestic, hereby submits to the jurisdiction of said Court. Exhibitor further hereby consents, to the extent allowable by law, to accept service of Process by mail addressed to the Exhibitor.

27. INTERPRETATION: The interpretation of these regulations and their application is the final responsibility of ASM International®, which reserves the right to make reasonable amendments to these regulations in the best interest of the Exhibitors.

28. COMPLIANCE: Exhibitor always agrees to comply with the terms of this contract and shall be subject to all rules, regulations, and requirements of the Exhibit Hall management.

29. CHILDREN: Children under the age of 18 years are NOT permitted in the Exhibit Hall.

30. CANCELLATION POLICY: a.) Exhibitor qualifies for a 25% refund on final payment if (1) Exhibitor has paid-in-full and (2) Exhibitor notifies ASM International® of cancellation, in writing, by April 30, 2027 No other refunds will be granted to Exhibitor. **b.)** NO REFUNDS WILL BE GRANTED FOR ANY CANCELLATION RECEIVED AFTER APRIL 30, 2027 AND EXHIBITOR WILL REMAIN LIABLE FOR THE TOTAL SPACE RENTAL FEE, INCLUDING ANY REMAINING SUMS OWED TO ASM INTERNATIONAL®. If in the sole opinion of ASM International®, which shall be conclusive, the presentation of the Exposition is prevented either prior to or during the period of the Exhibitor's occupancy, or use or access to the facilities and equipment of the Exposition is impeded by fire, strikes, other than strikes of the Exhibitor, acts of God, national emergency or for any other cause beyond the control of ASM International®, ASM International® may cancel this contract and Exhibitor waives any claim against ASM International® for damages by reason of such cancellation except that ASM International® shall return to the Exhibitor the amount already paid for space in the Exhibit Hall for this specific event or such portion thereof as shall represent the proportionate part of said Exposition not held, less a pro-rata share of the pre-Exposition expenses. In no event shall ASM International® be liable for any lost profits or incidental, consequential, or punitive damages, even if advised of the possibility of same.

31. ASCAP (American Society of Composers, Authors and Publishers) Licensing:" Under the United States Copyright Law, public performances of copyrighted musical works, including performances during a convention, exposition, industrial show, meeting, trade show or similar event, require a license from the copyright owners of the musical works performed or their representative..." **Copyright Permission and Indemnification:** Exhibitor represents and warrants that no musical work protected by copyright will be staged, produced, or otherwise performed, via either "live" or "mechanical" means by or on behalf of the Exhibitor unless exhibitor has notified ASM International® of such intent and is willing to pay the associated ASCAP fees for such use. Exhibitor further represents and warrants that it shall be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including but not limited to all obligations to report data and to pay royalty fees. Exhibitor agrees to indemnify, save, and hold harmless ASM International® and its directors, officers, agents, employees, and each of them, from and against any and all claims, costs, and expenses (including legal fees and expenses), demands, actions and liabilities of every kind and character whatsoever with respect to any breach of the foregoing representations and warranties.

32. ATTENDEE LISTS: The list of Event Attendees ("Attendee List") is a confidential trade secret wholly owned and controlled by ASM International. The Attendee List is shared with your company ("Exhibitor") purely for temporary usage and solely for the purpose of sending mailers to such attendees (no electronic). The Attendee List is THE CONFIDENTIAL AND EXCLUSIVE PROPERTY OF ASM, and that NO RIGHTS to the Attendee List has been conferred Exhibitor or any of Exhibitor's agents, beyond the brief usage described above. Exhibitor may not duplicate, distribute, sell, or attempt to sell the Attendee List, or any other property owned by ASM International.

(NOTE: It would be great if we could add "CONFIDENTIAL" in a watermark or heading on the Participant Lists that are distributed)

Misuse of the Attendee List shall constitute a breach of this Agreement and ASM retains all rights to associated legal action(s) and recovery. Such misuse will additionally result in Exhibitor's expulsion from future ASM Events, without refund of any prepaid deposits.

33. COMMUNICABLE DISEASE ASSUMPTION OF RISK: By participating in ISTFA 2027 as well as events and activities connected to it, there are certain risks to Exhibitor arising from or related to possible exposure to communicable diseases including, but not limited to, the virus Severe Acute Respiratory Syndrome Coronavirus 2, which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"). Exhibitor is fully aware of the hazards associated with such Communicable Diseases and knowingly and voluntarily assumes full responsibility for any and all risk of personal injury, illness or other loss that Exhibitor or its agents may sustain in connection with such Communicable Diseases. Exhibitor expressly releases, holds harmless, and discharges ASM and its agents from any and all claims, demands, suits, causes of action, losses and liability of any kind whatsoever, whether in law or equity, arising out of or related to illness, injury, disability, death, or other damages incurred due to or in connection with any Communicable Diseases, whether arising from the negligence of the released parties or otherwise, to the fullest extent permitted by law.