



**2020 Contract for Virtual Exhibit Space**  
American Staffing Association

Company name		Exhibiting as	
Company booth contact			
Title			
Address			
City / State / ZIP code +4			
Phone	Email	Website	
Signature		Date	

**ASA maintains only one company contact per Staffing World 2020 Application and Contract for Exhibit Space for billing and all correspondence.** Signature and proper payment *must* accompany application unless otherwise permitted by ASA (all Terms and Conditions in section 2 still apply). Signature above affirms authorization to bind company, acceptance that this application constitutes a contract, and agreement to abide by all terms and conditions.

Virtual Booth Rates*	Basic	Upgraded	Premium
<b>Member</b>	\$4,000	\$5,775	\$10,000
<b>Nonmember</b>	\$5,500	\$7,980	\$13,800

\*To qualify for member rates, company must be an ASA associate member in good standing at time of application.

**PLEASE SELECT ONE (If you choose a virtual booth, please fill out the company and URL information below for the Advance Program.)**

- Basic Virtual Booth
- Upgraded Virtual Booth
- Premium Virtual Booth

**PAYMENT SCHEDULE AND CANCELLATION POLICY**

Remaining balance is **nonrefundable** and is due no later than September 1, 2020. Applications received after September 1, 2020 must be accompanied by full **nonrefundable** payment. ASA reserves the right to deny or cancel exhibit space to companies that have overdue balances with ASA or any of its affiliates. Cancellation must be made in writing.

If company is owed a credit or refund, please allow 30 days for processing.

**Advance Program Listing (signed Addendum must be received by 8/14/20):**

Company Name: \_\_\_\_\_

Company URL: \_\_\_\_\_

**Please email to the contacts below.**

**CONTACTS**  
 Kim Kelemen: 703-253-1169 or [kkelemen@americanstaffing.net](mailto:kkelemen@americanstaffing.net)  
 Sarah Senges: 703-253-2042 or [ssenges@americanstaffing.net](mailto:ssenges@americanstaffing.net)

ASA Use Only	
Date contract received:	Payments to-date:
Balance due ASA:	Balance due company::

# Terms and Conditions

Virtual Staffing World 2020

American Staffing Association Convention & Expo ■ 277 S. Washington St., Suite 200, Alexandria, VA 22314-3675

American Staffing Association Convention & Expo

## 1. TERMS OF AGREEMENT

**A. Application:** Any company that is an ASA associate member or eligible for associate membership may submit an application to exhibit. ASA will not accept applications from companies whose purpose in exhibiting is to recruit the employees of staffing firms, or to buy or sell staffing firm interests, franchises, or licenses. All applications are subject to ASA approval. All products and services promoted by exhibitors must be directly related to the staffing industry. ASA reserves the right to determine the suitability of all exhibitor products or services for the expo and, in its sole judgment, may approve, reject, or revoke any application for any reason.

**B. Terms:** The applicant (the "Exhibitor"), if approved by ASA as a Staffing World 2020 exhibitor, agrees to abide by the terms and conditions of this contract and any rules and regulations set forth in the Staffing World 2020 Exhibitor Service Manual before, during, and after Staffing World 2020, and by other reasonable rules considered necessary by ASA. ASA shall have the sole authority to interpret and enforce all rules and regulations, to make any amendments thereto, and to make further rules and regulations as necessary to ensure the orderly conduct of Staffing World 2020. The parties hereby agree and acknowledge that any waiver of or failure to exercise any right provided for herein shall not be deemed a waiver of any further or future right under this contract. The parties hereby agree and acknowledge that any waiver of or failure to exercise any right provided for herein shall not be deemed a waiver of any further or future right under this contract.

## 2. PAYMENT, BOOTH CANCELLATION, & REFUND POLICY

All applications require **nonrefundable** payment in full. **Exhibitors not paid in full by payment deadline of October 1, 2020 risk forfeiting their exhibit space.** ASA reserves the right to deny or cancel exhibit space to exhibitors that have overdue balances with ASA or any of its affiliates. All cancellation requests must be in writing. Cancellation relinquishes all exhibitors benefits.

## 3. RULES AND REGULATIONS

All exhibitors must abide by the rules and regulations of any relevant and applicable governmental entity, labor union agreement, and as may be published in the Staffing World 2020 Exhibitor Service Manual (the "Manual"). ASA abides by the general guidelines and protocols published by the International Association of Exhibits and Events.

**A. Virtual Event Platform:** Staffing World will be conducted via a virtual event platform (the "Platform") developed and provided by ASA's third-party providers, suppliers and developers, or its licensors (collectively the "Providers" and sometimes referred to herein with ASA as the "ASA Parties"). Exhibitor must download, install, and/or configure the Platform and other various services and tools in order to participate in Staffing World and failure to properly do so will not entitle Exhibitor to any refund. The ASA Parties are not responsible for Exhibitor's computer or software failure during Staffing World. Exhibitor's Platform account(s) may only be used by Exhibitor and its authorized representatives to create and manage their Staffing World virtual booth. Exhibitor shall safeguard login credentials to the Platform account(s) and shall be responsible for all use of services through the Platform.

**B. Platform Use Restrictions:** Exhibitor agrees to use the Platform in compliance with applicable law, these Terms & Conditions, the Manual, and any terms and conditions applicable to the Platform. Exhibitor agrees and shall cause Exhibitor's agents, representatives, employees, end-users, invitees and attendees (the "Exhibitor Parties") to use the Platform for its intended purpose and shall not, and shall not permit any third party to: (i) use the Platform except as permitted herein; (ii) submit or upload to the Platform information that includes non-public personal or identifying information about another person without that person's explicit consent; (iii) restrict or inhibit any other exhibitor or user from using the Platform, including, without limitation, by means of "hacking" or defacing any portion of the Platform; (iv) access or attempt to access parts of the Platform for which exhibitor is not authorized by the ASA Parties, circumvent or attempt to circumvent any security or password protection on the Platform, access the Platform by any means other than through the interface that is provided and authorized by the ASA Parties; (v) copy any features, functions or graphics of the Platform; (vi) remove or modify any title, trademark, copyright and/or restricted rights notices or labels from the Platform or services; (vii) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Platform or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Platform; (viii) create derivative works based on the Platform or otherwise violate the ASA Parties intellectual property rights; (ix) transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature; or (x) use the Platform in any manner inconsistent with these Terms & Conditions.

**C. Exhibitor Information:** Exhibitor retains all right, title and interest in and to all materials and data it enters into the Platform or otherwise provides to ASA under this contract, including, but not limited to, slides, audio files, video files, recordings generated from Staffing World, and photographs, any contact information or other personally identifiable information from the Exhibitor Parties, and all other intellectual property of the Exhibitor Parties ("Exhibitor's Information.") Exhibitor hereby grants the ASA Parties the right to use Exhibitor's Information to the extent needed by the ASA Parties to provide the services to Exhibitor and in connection with the operation and development of the Platform. Exhibitor acknowledges that the ASA Parties do not exercise any control over the content of Exhibitor's Information. Exhibitor shall bear the sole responsibility to ensure that all Exhibitor's Information, and Exhibitor's use and collection thereof, complies with all applicable laws and regulations. The ASA Parties have no obligation, and expressly disclaim any obligation to review Exhibitor's Information for accuracy or for any other reason.

**D. Exhibit Booth Staffing:** Exhibitors are required to staff their virtual booths at all times the expo hall is open, including opening the booth on time and being present throughout the open hours until the expo hall is closed each day. All booth staff must be employees or contractors of exhibiting company and registered for Staffing World 2020.

**E. Contests/Raffles/Giveaways:** Contests, lotteries, raffles, and games of chance may be conducted only with the prior approval of ASA and must comply with all applicable state and local sweepstakes laws.

**F. Music License and Other Intellectual Property:** Exhibitor shall obtain all necessary licenses and permits to use music, photographs, or other copyrighted material used on Platform.

**G. Decorum:** ASA may, in its sole discretion, exclude or require modification of any display or demonstration that it considers improper, disruptive, unsafe, or otherwise not in keeping with the character of Staffing World or these Terms & Conditions. Exhibitors shall be bound by all decisions of ASA in all matters related to Staffing World and its expo.

## 4. RIGHT TO REMOVE THE EXHIBITOR'S PROPERTY

ASA reserves the right to remove or disable from the virtual expo hall and the Platform any or all of the property of any exhibitor should Staffing World be canceled or rescheduled, or should Exhibitor violate any of the terms and conditions of this contract. This right may be exercised without prior notice.

## 5. PATENT, COPYRIGHT, OR TRADE SECRET

Exhibitor agrees to hold the ASA Parties and their shareholders, members, managers, officers, directors, employees, affiliates, and agents harmless from all loss, claims, causes of action, obligations, suits, damages, liability, expenses, and costs including attorney's fees arising from or out of any violation or infringement (or claimed violation or infringement) by the Exhibitor Parties of any patent, copyright, trademark, service mark, trade secret, or other intellectual property right or privilege, including: any allegation that any user content or other materials submitted or transmitted to the Platform infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; Exhibitor Parties' activities in connection with the Platform; and/or termination of access to the Platform.

## 6. FLOOR PLAN

ASA may modify the virtual exhibit hall at any time as may be required to ensure, in its sole judgment, the best interests of Staffing World exhibitors and attendees.

## 7. PRIVACY & SECURITY

The ASA Parties will not be liable or responsible for the loss, theft, damage to, misappropriation, or disappearance of property (including personal, commercial, or intellectual property and Exhibitor's Information or other materials of Exhibitor uploaded, posted or included on the Platform) from Exhibitor's booth or the virtual expo hall. Exhibitor acknowledges that any Exhibitor's Information uploaded to or transmitted through the Platform will be transferred to ASA and ASA (and its service providers and agents) will process Exhibitor's Information in the United States and in other jurisdictions in which ASA or its service providers have operations. By agreeing to these Terms & Conditions and providing Exhibitor's Information to ASA, exhibitor consents to the transfer of Exhibitor's Information, and to the processing of Exhibitor's Information in, the United States and other jurisdictions in which ASA and its service providers operate. Exhibitor represents and warrants that it has the authority to provide Exhibitor's Information to ASA for the purposes contemplated in these Terms & Conditions, and that it has provided appropriate notice to or obtained consent from the data subjects as required by applicable law. Exhibitor shall post and make available to its end users of the Platform a privacy notice that discloses how exhibitor collects, uses, discloses, maintains, transfers, and otherwise processes personal information, including via the Platform, and how end users may access their personal information collected by Exhibitor via the Platform. Such privacy notice shall be made available to Staffing World attendees through the Platform, and shall comply with all applicable laws, rules and regulations. ASA has implemented commercially reasonable safeguards to protect the Platform and the Exhibitor's Information that is processed via the Platform. The parties acknowledge, however, that the security of transmissions over the internet cannot be guaranteed. The ASA Parties will not be responsible for the Exhibitor Parties access to the internet, for any interception or interruption of any communications through the internet, or for changes to or losses of data through the internet.

## 8. CANCELLATION OR RESCHEDULING OF STAFFING WORLD

Neither Exhibitor nor the ASA Parties shall be liable for failure to perform its obligations under this contract if the expo is cancelled or interrupted due to events beyond its reasonable control, including, but not limited to, pandemics or related government restrictions, strikes, acts or threats of terrorism, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body, except that Exhibitor will be charged pro rata for any productive use of booth space before or after such event.

## 9. LIABILITY AND INSURANCE; INDEMNITY

**A.** The ASA Parties shall be liable for loss or damage of any property of the Exhibitor Parties that such parties may suffer during use of the Platform and throughout Staffing World.

**B. IN NO EVENT SHALL THE ASA PARTIES BE LIABLE TO EXHIBITOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR DAMAGES ARISING FROM OR RELATED TO THESE TERMS & CONDITIONS, INCLUDING LOST PROFITS OR REVENUES OR DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, OR COSTS OF PROCURING SUBSTITUTE SERVICES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. C. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS & CONDITIONS, THE PLATFORM, THE MATERIALS AND INFORMATION ON THE PLATFORM, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE PLATFORM ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE ASA PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, THE MATERIALS, AND ANY PRODUCT OR SERVICE OBTAINED THROUGH THE PLATFORM, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THE EXHIBITOR PARTIES USE OF THE PLATFORM AND SERVICES IS AT THE EXHIBITOR PARTIES OWN RISK. THE ASA PARTIES (i) DO NOT WARRANT THAT THE PLATFORM AND SERVICES WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, SECURE OR VIRUS-FREE; (ii) SHALL HAVE NO LIABILITY FOR THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY EXHIBITOR'S INFORMATION; (iii) DO NOT WARRANT THAT THE EXHIBITOR PARTIES, IN USING THE PLATFORM AND SERVICES, WILL OBTAIN THE RESULTS THAT THE EXHIBITOR PARTIES INTEND, OR THAT THE PLATFORM AND SERVICES WILL BE ADEQUATE FOR OR ACHIEVE THE BUSINESS PURPOSES AND REQUIREMENTS OF THE**

EXHIBITOR PARTIES; (iv) DO NOT MAKE ANY WARRANTIES OF ANY KIND, NOR SHALL HAVE ANY LIABILITY OR RESPONSIBILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY. APPLICATIONS, THE EXHIBITOR PARTIES USE OR THE INABILITY TO USE THE PLATFORM, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF THE EXHIBITOR PARTIES TRANSMISSIONS OR DATA AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, OR ANY BUGS, VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS OR OTHER ITEMS OF A DESTRUCTIVE NATURE WHICH MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM BY ANY THIRD PARTY.

**D. THE MAXIMUM TOTAL AGGREGATE LIABILITY OF THE ASA PARTIES, AND THEIR AFFILIATES, SHAREHOLDERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, ADVERTISERS AND SPONSORS, AND THE EXHIBITOR PARTIES SOLE AND EXCLUSIVE REMEDY, FOR ALL DAMAGES, LOSSES SUFFERED BY THE EXHIBITOR PARTIES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE EXCESS OF THE TOTAL AMOUNT OF MONIES RECEIVED BY ASA FROM EXHIBITOR RELATING TO STAFFING WORLD LESS AMOUNTS PAID IN SATISFACTION OF ANY PRIOR CLAIMS.**

**E. Exhibitor agrees to indemnify, hold harmless, and defend the ASA Parties and their respective shareholders, members, managers, officers, directors, agents, affiliates and employees ("Indemnities") from and against all liabilities, damages, actions, losses, claims, and expenses (inclusive of attorneys' fees) on account of personal injury, death, or damage to or loss of property, including Exhibitor's Information and intellectual property, or profits arising out of or contributed to by any act, omission, negligence, gross negligence, willful misconduct, fault, or violation of law or ordinance by the Exhibitor Parties or their members, managers, officers, directors, employees, agents, affiliates, contractors, patrons, or invitees.**

**11. OWNERSHIP OF THE PLATFORM.** The Platform, including all software, databases, proprietary information, documentation, software, contents, computer codes, ideas, know-how, graphics, images, illustrations, logos, icons and links (and all modifications and derivative works thereof and any intellectual property and other rights relating thereto or contained therein) including, without limitation, the selection, compilations, sequence and "look and feel" and arrangement of items, is owned and operated by the Providers and will remain the exclusive property of the Providers.

**12. SURVIVAL; GOVERNING LAW; WAIVER**

Rights and obligations under the contract by and between the parties, including these Terms & Conditions, which by their nature should survive will remain in full effect after termination or expiration of the contract between the parties.

This contract shall be governed, enforced, and construed in accordance with the laws of the Commonwealth of Virginia. Any legal action relating to the contract shall be brought in state or federal courts located in the Commonwealth of Virginia and the parties hereby irrevocably consent to the personal and subject matter jurisdiction of such courts for such purpose. ASA's waiver of, or failure to exercise, any right provided for in the contract shall not be deemed a waiver of any further or future right under this contract.

This contract shall be governed, enforced, and construed in accordance with the laws of the Commonwealth of Virginia. Any legal action relating to this contract shall be brought in state or federal courts located in the Commonwealth of Virginia and the parties hereby irrevocably consent to the personal and subject matter jurisdiction of such courts for such purpose. ASA's waiver of, or failure to exercise, any right provided for in this contract shall not be deemed a waiver of any further or future right under this contract.

**13. SEVERABILITY.**

If any provision of these Terms & Conditions is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of these Terms & Conditions (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and these Terms & Conditions shall be deemed amended accordingly.

\_\_\_\_\_ **Initials of Exhibitor's representative**