



STUDENT COMPETITION AGREEMENT

October 29, 2023 | Ernest N. Morial Convention Center|
New Orleans, LA

E-MAIL bellcolek@asme.org

PHONE (212) 591-8013

MAIL ASME 2 Park Ave.
New York, NY 10016

COMPANY INFORMATION AND AUTHORIZATION

Company Name (as it should appear in print): _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: (individual to receive all booth information) _____

Billing Information (if different from above)

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

TEAM RESERVATION

\$200 (USD) per team of four (4) students. Maximum of 10 students.

Payment Schedule: 100% due within 30 days of invoice

Additional students on a team _____ x \$50. Total fee: _____

CANCELLATION: Please read the Terms and Conditions on the reverse side.

CONTRACT ACCEPTANCE AND AUTHORIZATION

Please sign and date this Agreement and email to ASME to reserve your space.

COMPANY SIGNATURE (Authorized by Company)

DATE

By signing this Agreement, the Company agrees to the Terms and Conditions on the reverse side. Any change in the Company's mailing or email address, Competition directory information, brand names or product listings must be communicated in writing. By signing this Agreement, the Company hereby affirmatively consents and agrees to receive (i) telephone solicitations initiated by or on behalf of ASME and directed to the telephone number provided above; and (ii) commercial electronic mail messages sent by or on behalf of ASME, its affiliates, lines of business and divisions.

ACCEPTED BY ASME: _____

Date

TERMS AND CONDITIONS

The Company hereby agrees to be bound by and to comply with the Terms and Conditions stated below ("Terms and Conditions"), as well as the Competition Rules and Regulations

- 1. Defined Terms:** The term "Competition" refers to the Student Competition component of the ASME IMECE Event currently scheduled to be held in New Orleans, LA, October 29, 2023 at the Ernest N. Morial Convention Center. The term "ASME" refers to The American Society of Mechanical Engineers.
- 2. Contract Acceptance:** This Agreement shall become effective when it has been submitted by the Company in the manner described in the "Contract Acceptance and Authorization" section above and countersigned by a duly authorized representative of ASME.
- 3. Qualification of Competitors:** ASME reserves the right to determine eligibility of the Company for inclusion in the Competition prior to, or after, execution of this Agreement.
- 4. Payment:** Payment by the Company is due as stated on invoice. Prompt payment will guarantee listing in event promotion and secure the Competition space reservation. Invoices for reserved booth space(s) not paid on schedule may, at the discretion of ASME, result in cancellation of the booth reservation. For reservations received within 120 days of the event, rental must be paid in full upon reservation of booth space. The Company agrees to indemnify and reimburse ASME for all costs and expenses incurred in connection with any collection effort should it be necessary for ASME to engage legal counsel or a collection agency to collect monies due ASME as a result of the Company's failure to pay.
- 5. Cancellation:** Cancellations by the Company must be made in writing (email accepted) to ASME and are effective on day of receipt. Cancellation by the Company will result in the forfeiture of all prepaid rental charges. If the Competition is cancelled because of a reason beyond the reasonable control of ASME, the Company will receive a refund for any prepaid fees. The Company will be considered 'no show' if it does not attend the competition and has not given ASME the required written notice of cancellation.
- 6. Rules and Regulations:** The Company agrees to comply with all ASME Competition rules and regulations and those imposed by the venue. The Company shall comply with all health and safety ordinances established by federal, state or local authorities. The Company agrees that its failure to conform to all such rules, regulations or ordinances may result in penalties imposed by ASME, including closure of its booth.
Competition Move-in and Move-out: Floats not set up by 10:00AM will be considered 'no shows'. Displays must remain fully intact and be fully staffed during all Competition hours. Removal of floats must be completed by the official move-out time of 7:00PM.
- 7. Consent to Use of Photographic Images:** The Company consents to ASME's use and distribution (both now and in the future) of the images or voices of the Company's employees in photographs, videotapes, electronic reproductions, or audiotapes of the Competition.
- 8. Use of logo:** The Company may not use the ASME corporate logo but, with ASME's prior written permission, may use the Exhibition logos only to indicate the Company's status as an exhibitor at the Competition and not to imply any endorsement by ASME.
- 9. Observance of Laws:** The Company shall abide by and observe all federal, state, and local laws, codes, ordinances, rules and regulations of Competition venue (including any union labor work rules). Without limiting the foregoing:
- 10. Indemnification, Waiver and Release:** The Company agrees to indemnify, defend and hold harmless ASME, the Competition venue, and their respective members, officers, directors, agents, and employees (together, the "Indemnities") from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (inclusive of attorney fees) arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance by the Company or its employees, agents, contractors, patrons, and invitees. The Company hereby waives each claim that arises or may arise in its favor against any one or more of the Indemnities for any and all losses or damage covered by insurance.

The Company hereby releases each of ASME, the Competition venue and their respective officers, directors, members, employees and agents from any and all liabilities, damages, actions, costs, losses, claims and expenses (inclusive of attorneys' fees) arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law by ASME, the Competition venue or such other persons.

- 11. Force Majeure:** Neither party shall be liable to the other party for any failure to perform its obligations under this Agreement if such performance is prevented or delayed by an "Event of Force Majeure." As used herein, an "Event of Force Majeure" shall mean acts of God, war, rebellion, acts of terrorism, civil unrest, riot, governmental regulations, fire, natural disasters, earthquakes, hurricanes, tornados, floods, labor disruptions or strikes, epidemics, pandemics, quarantines or any other circumstance beyond a party's control which such party cannot overcome through reasonable and diligent efforts which makes it inadvisable, commercially impracticable, illegal or impossible for such party to perform its obligations under this Agreement. Where there is a Force Majeure Event, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the Event of Force Majeure and the reasons for the Event of Force Majeure preventing that party from, or delaying that party in performing, its obligations under this Agreement and that party must use its reasonable efforts to mitigate the effect of the Event of Force Majeure upon its performance of the Agreement..
- 12. Enforceability, Severability:** If any provision of this Agreement is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof. The headings of this Agreement are intended for convenience of reference and shall not affect their interpretation.
- 13. Entire Agreement:** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and there are no representations, warranties, or undertakings with respect to such subject matter other than those expressly set forth herein.
- 14. Amendments:** ASME reserves the right to make reasonable changes, amendments, or additions to these Terms and Conditions that it may deem necessary for the proper conduct of the Competition. Any such changes shall be binding on the Company equally with the other Terms and Conditions contained herein.
- 15. Governing Law:** This Agreement and these terms and conditions shall be governed by, construed and enforced in accordance with their fair meaning and the laws of the State of New York without regard to the choice of law provisions thereof.