

## **2026 ACT Expo Exhibitor Contract**

### **American College of Toxicology (ACT) Annual Meeting & Expo**

**JW Marriott Hill Country Hotel – San Antonio, Texas**

This contract (“Agreement”) is entered into by and between the American College of Toxicology (“ACT”) and the contracting exhibiting organization (“Exhibitor”) for participation in the **2026 ACT Annual Meeting & Expo**.

By submitting an application and payment for exhibit space, Exhibitor agrees to comply with all terms and conditions outlined in this Agreement, the Rules and Regulations herein, and any policies of ACT and the JW Marriott Hill Country Hotel (“Hotel”). The exhibitor is responsible for ensuring that its employees, agents, and representatives are informed of and comply with these requirements.

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### **Character of the Exhibition**

- The American College of Toxicology (ACT) exhibit program is designed to enhance the educational experience of meeting attendees by providing exhibitors with an opportunity to present products or services relevant to the professional interests of toxicologists and related scientific fields. All exhibits must serve an educational purpose and align with the mission of ACT.
- ACT reserves the right to determine the eligibility of any organization or exhibit.
- ACT may restrict, prohibit, or remove any exhibit or Exhibitor that detracts from the professional and educational character of the Expo or violates these Rules and Regulations. No refunds or damages shall be due in such cases.
- Violations may affect Exhibitor’s **priority status** for future ACT events.
- All Exhibitors must disclose any potential conflicts of interest. ACT reserves the right to deny or revoke space for organizations whose goals or activities are inconsistent with ACT’s mission and values.

### **Application for Exhibit Space**

- The ACT Leadership must approve organizations that have not previously exhibited.
- ACT reserves the right to reject applications that do not meet standards of relevance or professionalism.

- A completed application must include the required non-refundable deposit. By signing this contract, the exhibitor acknowledges and agrees to pay the deposit and any remaining balance in full, in accordance with the terms of this contract, as approved in the notification or invoice statement. Failure to make payments as required may result in forfeiture of exhibit space.

## **2026 Exhibit Space Fee Structure**

### **Option 1: Full Payment (Standard Rate – No Increase)**

Payment due **February 15, 2026**.

- **For-Profit Commercial Booths**

- Inline Booth: **\$3,000**
- Corner Booth: **\$3,250**

**Includes:**

- Two (2) Full Registration badges
- 8' high back and 3' high side drape
- 6' draped table, two chairs, one wastebasket
- 7" x 44" standard booth identification sign
- Booth number floor stickers as permitted by the hotel

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### **Option 2: Two-Payment Plan (Adjusted Rate)**

- **50% deposit due February 15, 2026**
- **Balance due June 1, 2026**
- An additional **\$300 administrative fee** applies to Option 2: Two Payment Plan. For example, if selecting Option 2, the total cost would be:
- **For-Profit Commercial Booths**
  - Inline Booth: **\$3,300**

Failure to make payment by June 1 may result in the loss of booth space and any payments already made.

- Nonprofit Booths (*for qualified nonprofit organizations*)

- Booth Fee: \$2,750
- Includes:
  - One (1) Full Registration badge
  - 8' high back and 3' high side drape
  - 6' draped table, two chairs, one wastebasket
  - 7" x 44" Standard Booth Identification Sign
  - Booth number floor stickers as permitted by the hotel

**Please note:** Booth assignments for nonprofit organizations will be made only after all for-profit exhibitors have been placed. Nonprofit organizations that wish to select a booth location in advance must register at the for-profit rate. Applications for nonprofit booths will be accepted starting April 1, 2026. A 50% deposit is required upon contract acceptance, with the remaining balance due by June 1, 2026.

#### **PRIORITY POINTS SYSTEM and BOOTH ASSIGNMENTS**

Exhibit Booth sales will be conducted on a priority point-based system. Commercial Exhibitors receive one point for each exhibit year, regardless of the number of 8' x 10' exhibit spaces utilized. If an exhibitor does not exhibit for two consecutive years, their priority points will be reset to zero. In the case of company mergers or acquisitions of another exhibiting organization, ACT will use the higher number of points accumulated by either organization. ACT does not assign priority points to nonprofit organizations. If a nonprofit organization contracts at the for-profit rate, priority points are administered.

- Booths will be assigned according to ACT's **priority point system** and at ACT's sole discretion.
- ACT reserves the right to relocate the Exhibitor's booth if necessary and in the best interest of the exhibition.

#### **BOOTH CANCELLATION AND DOWNSIZING POLICY**

In the event of booth cancellation or downsizing, the Exhibitor must notify the College in writing; otherwise, refunds will not be considered. ACT reserves the right to cancel any exhibitor contract if the contracted organization does not complete the Terms of Payment. Exhibitors canceling their exhibit space will be assessed a fee as liquidated damages for exhibit space cancellations based on the following schedule:

- On or before June 1, 2026– 50% of the total exhibit space cost
- Beginning June 2, 2026, 100% of the total booth fee

Cancellation of exhibit space forfeits all exhibiting benefits, including complimentary ACT Annual Meeting registrations, opportunities to apply for and host Exhibitor-Hosted Sessions, and meeting space. If the exhibit space is canceled, the following will occur:

- The contract between the organization and ACT is canceled.
- ACT will remove the organization's online profile and listing from the ACT Exhibitor Directory and ACT Event App.
- The organization will also be expected to cancel all hotel rooms and hotel room blocks in association with the ACT Annual Meeting.
- The organization will lose its exhibitor priority point for the event.
- The organization will lose its complimentary registrations.

#### **EXHIBIT SPACE REDUCTIONS**

Exhibitors reducing their exhibit space will be assessed a fee as liquidated damages for exhibit space reductions based on the following schedule:

- On or before June 1, 2026– 50% of the reduced exhibit space cost
- After June 2, 2026– 100% of the reduced exhibit space cost

#### **GENERAL CONDUCT OF EXHIBITS**

The guiding principle on the exhibit floor is simple: **“Be a good neighbor.”** To ensure a professional, respectful, and productive environment for all, the American College of Toxicology (ACT) prohibits the following practices: 1) use of noisy electrical or mechanical equipment that interferes with other exhibitors; 2) operation of X-ray equipment; 3) scanning attendee badges, canvassing, or distributing materials outside the contracted booth space; 4) subleasing, co-branding, or sharing exhibit space. Only the contracted exhibiting company's name, website, and description may be used; 5) billboard advertisements or display signage placed outside the exhibit area; 6) soliciting survey participation or harassing registrants; 7) publicizing or promoting extracurricular activities, inducements, demonstrations, or displays away from the exhibit area during meeting and exhibit hours; 8) wearing unofficial badges, company nameplates, or other identifiers not issued or approved by ACT; 9) photographing or inspecting another exhibitor's materials or equipment without permission; 10) playing copyrighted music without the appropriate licensing; 11) Prize drawings are allowed in exhibitor booths only. The value of a prize may not exceed \$1,000. Participating exhibitors will be responsible for informing registrants of the process by which their prize will be given away. All prizes must be collected by the winners in the participating exhibitor booths; 12) Use of live animals during the ACT Annual Meeting and Exhibition is strictly prohibited; 13) displaying images of animals in distress

within booth materials or marketing collateral; 14) *Solicitation at the Annual Meeting and/or to ACT attendees and exhibitors by anyone other than approved exhibitors and vendors is strictly prohibited.*

The use of open audio systems is discouraged. Exhibitors wishing to use one must obtain prior approval from the Exhibits Manager and agree to discontinue use if the volume is disruptive to registrants or neighboring exhibitors.

Exhibitors are expected to staff their booths during exhibit hours with personnel who are appropriately dressed and knowledgeable about the organization's products and policies. ACT reserves the right to request the removal of any individual or item deemed inappropriate or inconsistent with the character of the exhibition.

**Note:** ACT Show Management may choose to provide an open audio system during the evening Poster Session Event, held on the exhibit floor, starting after 5:00 PM.

Relevant portions of these restrictions also apply to non-exhibiting individuals and organizations at all times.

#### **SPACE ASSIGNMENT**

ACT reserves the right to adjust an exhibitor's assigned booth location if necessary and in the best interest of the exhibition.

#### **SHARING OF EXHIBIT SPACE**

Exhibitors may not assign, sublet, or share any portion of their contracted exhibit space with another organization. Exhibitors are required to display only those products or services that are offered by their own organization.

#### **UNAUTHORIZED EXHIBITING**

Organizations that have not contracted exhibit space with ACT are prohibited from displaying or demonstrating products, soliciting orders, or distributing promotional materials anywhere within the JW Marriott Hill Country San Antonio, Texas Hotel, including its parking areas, or within any ACT-contracted hotel. *Solicitation at the Annual Meeting and/or to ACT attendees and exhibitors by anyone other than approved exhibitors and vendors is strictly prohibited.*

#### **UNCLAIMED EXHIBIT SPACE**

Any exhibit space not occupied by 5:00 PM on November 15, 2026, will be considered forfeited. In such cases, the exhibitor shall remain responsible for 100% of the total contracted exhibit space fee, and no refunds or transfers of funds will be issued.

#### **INSURANCE:**

Exhibitors utilizing independent contractors must provide the College with a certificate of insurance of not less than \$1,000,000USD by October 30, 2026. All certificates of insurance must name the American College of Toxicology and the JW Marriott Hill Country, San Antonio, TX, as additional insured. Exhibitors must operate and maintain their exhibit so that no injury will result to any person or property. Every reasonable precaution is taken by the exhibition location and the College to safeguard and protect the Exhibitors' property while at the exhibition. Exhibitors are encouraged to add a portal-to-portal rider to their insurance policy, available at a nominal cost. This will protect them against loss due to theft, fire, damage, etc., of their merchandise and displays while in transit and during the exhibition.

**LIABILITY AND FORCE MAJEURE:**

Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and hold the American College of Toxicology, the JW Marriott Hill Country Hotel (hereinafter referred to as "Hotel"), San Antonio, TX and its employees and agents harmless against all claims, losses, and damages to persons or property, government charges or fines, and attorneys' fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof, excluding any such liability caused by the negligence of the Hotel, its employees and agents. In addition, the Exhibitor acknowledges that the American College of Toxicology and the Hotel do not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by the Exhibitor. The College and the Hotel shall take reasonable precautions against damage or loss by fire, water, storm, theft, strikes, or other emergencies, but do not guarantee or ensure the Exhibitor against loss by reason thereof. **Force Majeure:** The American College of Toxicology, herein referred to as "ACT" shall not be held liable for any delay or failure to perform any part of this Agreement, including but not limited to the hosting of the exhibition, if such delay or failure is caused by circumstances beyond ACT's reasonable control. These circumstances include but are not limited to: acts of God; natural disasters; weather conditions; acts of terrorism or threats thereof; civil disturbances; governmental restrictions, advisories, or regulations; public health emergencies (including pandemics or epidemics); labor strikes or disputes; fire; flood; utility outages; or the unavailability of the event venue or essential services.

If, in the sole discretion of ACT, it becomes impracticable, illegal, or inadvisable to hold the exhibition as scheduled, ACT reserves the right to cancel, postpone, relocate, or reschedule the event or to convert it to a virtual or hybrid format. In such cases, ACT shall

not be liable for any costs, losses, or damages incurred by the Exhibitor, including but not limited to travel, lodging, shipping, or staffing expenses.

In the event that the Exhibition is postponed, relocated, or canceled due to a Force Majeure event, ACT shall make reasonable efforts to reschedule the event or offer alternative exhibit options. If rescheduling is not feasible, ACT may, at its sole discretion, refund exhibit fees paid, less any non-recoverable expenses incurred. Under no circumstances shall ACT be liable for any consequential, indirect, or incidental damages resulting from such delay or cancellation. ACT will make reasonable efforts to notify the Exhibitor of any such changes in a timely manner.

**FLAMMABLE MATERIAL:**

No volatile or flammable fluids, substances, or materials prohibited by local ordinances, the Fire Prevention Bureau, or insurance carriers may be used in any booth. The use of crepe or corrugated paper is strictly prohibited.

**EXHIBITION AND PUBLIC SAFETY POLICIES:**

1) Each Exhibitor is charged with knowledge of all laws, ordinances, and regulations on health, fire prevention, and public safety while participating in this show. Compliance with such laws is mandatory for all exhibitors and is the sole responsibility of the exhibitor. 2) Materials used in all parts of exhibit construction, together with curtains, draperies, and other decorative materials, must be flameproof as prescribed by the fire ordinance of the city. The Fire Marshal may inspect all exhibits and test construction and decorative materials prior to the exhibit's opening. No combustible material such as crepe paper, tissue paper, cardboard, corrugated paper, or board shall be used in, around, or in the construction of any exhibit or part of an exhibit at any time. 3) Exhibitors may not post, tack, nail, screw, or otherwise attach anything to the facility's columns, walls, floors, furniture, or other structures. The distribution of gummed stickers or adhesive labels is prohibited. Any damage caused to the facility or furnishings by an Exhibitor or their representatives will be repaired at the Exhibitor's expense. 4) Exhibitors may not bring in any item or perform any action that would increase insurance premiums or invalidate insurance policies held by the College. Acts by Exhibitors, their employees, or guests that deface or damage hotel property are strictly prohibited. 5) Each Exhibitor must surrender the space occupied by it in the same condition as at the commencement of its occupation. Any damage done to the premises by the Exhibitor shall be made good to the College or the Hotel as their interests may appear. **THIRD-PARTY CONTRACTORS** (Exhibitor Appointed Contractor): Exhibitors wishing to use third-party contractors (Exhibitor Appointed

Contractors or EACs) must notify both the College and the official General Service Contractor (GSC), Shepard Services. The required notification form must be submitted by **October 25, 2026**.

If notification is not received by the deadline, it will be assumed that the Exhibitor **will** utilize the services of the official GSC. All Exhibitors are responsible for ensuring the timely completion and submission of necessary documentation.

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If an Exhibitor chooses to use non-official vendors not listed in the Exhibitor Service Portal, it is their responsibility to inform those contractors that ***Solicitation at the Annual Meeting and/or to ACT attendees and exhibitors by anyone other than approved exhibitors and vendors is strictly prohibited.***

#### **INSTALLATION OF EXHIBITS:**

Exhibits will be installed on Sunday, November 15, from 2:00 p.m. to 6:30 p.m. The official service contractor will make every effort to have all exhibit material in the booth and ready for set-up at the initial installation time. Exhibits must be set up by 6:30 p.m. on Sunday, November 15, 2026. This applies to single 8'x10' booths. Double booths may receive an earlier time frame, which will be determined before the meeting and communicated to those exhibiting companies.

#### **EXHIBIT HOURS:** (hours subject to modification)

##### **Monday, November 16**

9:30 AM–6:30 PM

5:00 PM–6:30 PM: Poster Reception in Exhibit Hall

##### **Tuesday, November 17**

8:00 AM–4:30 PM

8:00 AM–9:00 AM: Breakfast Reception in Exhibit Hall

4:30 PM–6:30 PM Exhibitor Booth and Poster Dismantle

#### **DISMANTLING OF EXHIBITS:**

Dismantling will occur on Tuesday, November 17, 2026, from 4:30 PM to 6:30 PM. All

materials must be packed, ready, and removed from the exhibit area by 6:30 PM on November 17, 2026. The exhibitor will be liable for all storage and handling charges if the exhibit is not removed by the specified time and date.

**BOOTH DESIGN, USE OF SPACE, STANDARD FURNISHINGS:**

Exhibitors will be provided with an 8' high back drape, a 3' high side drape, a 6' draped table, two (2) chairs, one (1) wastebasket if requested, a 7" x 44" Standard Booth Identification Sign and booth number floor stickers, per 8'x10' booth rented. The display should be tasteful and in line with the show's overall tone. The display should not interfere with or detract from adjoining exhibits. These provisions are subject to enforcement at the discretion of Show Management. Linear booths must confine their exhibits to a height of no more than 8' along the back wall and no more than 4' along the side rail. However, linear exhibits may be structured above the side rail if the structure extends no more than 4' forward from the back of the booth. Exceptions must be approved in writing by Show Management. Exposed and unfinished sides of the exhibit background must be draped to present a visually appealing appearance. If the Exhibitor is unavailable, the decorator, with the approval of Show Management, will provide draping deemed necessary and bill the Exhibitor accordingly. The exhibit hall is carpeted. Exhibitors will not be required to provide floor covering in their booth space; however, they may rent booth carpets through the General Service Contractor. OFFICIAL GSC: Shepard Services is the official General Services Contractor (GSC). The GSC was selected for its high-quality service and competitive pricing. Before the show, the GSC will send an email to each exhibitor providing information on accessing the Exhibitor Service Kit portal, including details on furnishings, shipping and drayage, electrical services, lead retrieval, and other relevant information.

**Booth Personnel and Registration**

Exhibitors must register booth personnel by logging into their ACT Expo Directory online profile, where instructions for online registration are available.

Each booth must be staffed during open exhibit hours by personnel who are dressed professionally and knowledgeable about their organization's products and services.

All booth staff must register and wear the official ACT Annual Meeting badge, accompanied by the ACT-issued exhibitor ribbon. Badges must be picked up in person at the ACT Registration area during scheduled hours. Any modifications needed to the badge must be made by registration personnel at the Registration desk.

#### Access to the Exhibit Hall:

- Access to the Exhibit Hall outside of exhibit hall hours is restricted to registered exhibitors only. Exhibitors who arrive during Sunday move-in hours but before the exhibit hall opens must check in at the ACT Registration Desk upon arrival. Entry will not be granted to any unregistered individuals. This includes Exhibitor Appointed Contractors (EACs) or any setup personnel; these individuals must be on file with Show Management and will receive a wristband at the Registration Desk to gain access to the hall.

#### Badges:

- Each badge will display the exhibiting organization's profile name; no change to the organization name of an exhibitor will be accepted.
- Tickets for special events and CE Courses are an additional charge. All complimentary badges are for company personnel only.

#### Complimentary Registrations:

- **Commercial For-Profit Exhibitors:** Receive up to 2 full-conference badges for company personnel per 80 sq. ft. of exhibit space.
- **Nonprofit Exhibitors:** Receive up to 1 per 80 sq. ft.
- To ensure timely access to the ACT Event App and self-service badge printing, all complimentary registrations and any changes must be submitted by **November 1, 2026**. Registrations received later may experience delays.

#### Additional Registrations & Courses:

- Extra badges and Continuing Education Courses can be purchased using the ACT Exhibitor Registration website's online ordering page.
- ACT members pay the member rate; others pay the nonmember rate.

#### For All Registrants:

- A unique name and email address are required for each person to receive event updates, an official badge, and access to the Event App (available November 2026).
- Registered participants will be added to the ACT attendee list for meeting updates, badge pick-up info, and app access.

For additional information and resources, visit the 2026 ACT Annual Meeting website.

## **LICENSING/PERMITS**

Exhibitors are responsible for obtaining all necessary licenses and permits to use music, photographs, or other copyrighted material. Exhibitors are also responsible for displaying all attributions required for using copyrighted material. Exhibitors are liable for and shall indemnify, defend, and hold the College, its directors, officers, employees, and agents harmless from all loss, claims, causes of action, suits, damages, liability, expenses, and costs, including attorney's fees, arising from or out of any violation or infringement (or alleged violation or infringement) by exhibitor, its agents or employees, of any patent, copyright, trademark or other mark, trade secret rights or privileges.

Exhibitors or their agents shall not display or offer for sale any counterfeit product, nor shall they display, offer for sale, or advertise any products that bear the name, logo, mark, symbol, or other indicia of origin of an organization or entity for which a licensing program exists, unless the respective license holder has authorized such display and/or its licensing agent. If the College believes that an exhibitor has violated the licensing agreement, the organizer shall be entitled to request removal of the unauthorized product. If the College is found liable for any licensing or infringement violation that arises from or relates to an exhibitor's actions, that exhibitor agrees to indemnify the College.

**These Rules and Regulations are deemed part of the exhibit space contract.**

ACT reserves the right to make changes, amendments, and additions to these Rules and Regulations at any time, and all changes shall be binding on the exhibitor, with the provision that all exhibitors shall be advised or able to view any such changes. The College shall have full power to interpret, amend, and enforce these Rules and Regulations. These Rules and Regulations become part of the contract between the exhibitor and ACT. Any amendments and additional rules and regulations shall be equally binding on all parties affected. Any matters not explicitly covered by the Rules and Regulations shall be subject solely to the decision of the College.