# **esa 29**



BALTIMORE, MD . AUG 10-15

## Exhibitor, Sponsor & Advertising **PROSPECTUS**

### **ECOLOGY IS EVERYWHERE**

The annual meeting of the Ecological Society of America invites all ecologists to come together and share new knowledge, learn from one another, meet old friends and make new ones, and grow professionally.

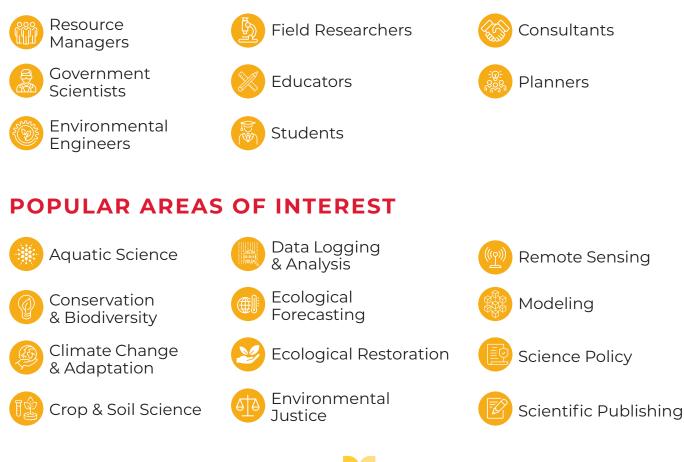


Exhibit, Sponsor or Advertise to get your organization in front of the 3,800 anticipated attendees in the science of ecology and environmental science.

In addition to the United States and Canada, attendees come from China, Korea, the United Kingdom, Germany, Brazil, Australia and 40 other countries from around the world.

### 2025 110<sup>TH</sup> ANNUAL MEETING OF THE ECOLOGICAL SOCIETY OF AMERICA

### WHO ATTENDS?



ESA 2025 Annual Meeting Sponsor & Exhibitor Prospectus

### ESA SECTIONS

ESA's global membership of over 8,000 is organized around various areas of shared interests or values. Our sections include:

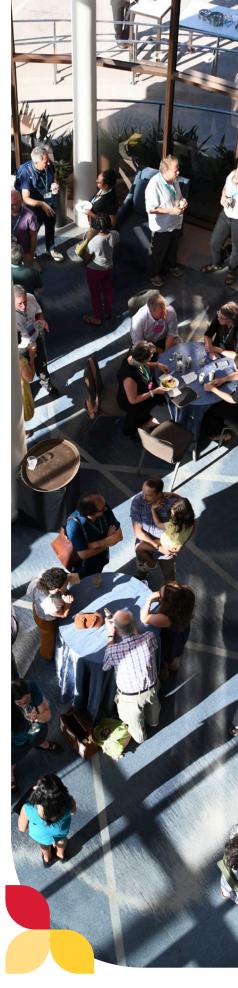
Agroecology **Applied Ecology** Aquatic Ecology Asian Ecology **Biogeosciences Black Ecologists Climate Adaptation Coastal Marine Communication and** Engagement **Disease Ecology Early Career Ecologist Ecological Restoration** Education **Environmental Justice** Human Ecology Inclusive Ecology Invasion Ecology Long Term Studies **Microbial Ecology** Natural History

**Open Science Physiological Ecology Plant Population Ecology** Policy **Public & Private Sector** Ecologists **Rangeland Ecology** Paleoecology **Researchers at Undergraduate Institution** Soil Ecology Statistical Ecology Students Theoretical Ecology **Traditional Ecological** Knowledge Urban Ecosystem Ecology Vegetation Women in Soil Ecology

### ESA CHAPTERS

Our **chapters** include four groupings within the **United States**, Great Lakes, Mid-Atlantic, Southeast and Southwest nearly half of the membership is just a few hours' flight from Baltimore, MD—plus dedicated chapters for **Canada** and **Latin America and the Caribbean**. A good portion of ESA's membership also comes from the following countries:

Australia Brazil China Germany India Japan United Kingdom





### EXHIBIT!

We anticipate over 3,800 attendees in Baltimore, MD. Promote your products, services, technology, equipment and literature to these scientists, researchers, educators, administrators and policymakers in the science of ecology and environmental science. We also welcome artisans to promote and sell their goods.

### 10' X 10' EXHIBIT BOOTH

- Commercial \$2,950
- Government/Non-Profit Organization \$1,950
- Artisans \$975

### Exhibit Booth Packages include:

- Back and sidewall pipe and drape, one (1) 6-foot draped table, two (2) chairs, ID sign and wastebasket per 10' x 10' space
- One (1) full complimentary registration per 10'x10' booth
- One (1) booth staff registration per 10'x10' booth
- Company listing and Booth Location in the Pocket Guide
- Company listing and description in the Mobile App
- Pre and Post conference attendee list (Contact, Org and Mailing Address)\*

The display area is limited to within the 10'X10' area of your booth space.

\*Pre and Post Conference attendee lists will include name, title, organization and mailing address of those that register and opt-in for their information to be shared with exhibitors and sponsors.

### TABLETOP \$950

Your tabletop in the General Exhibit Area includes:

- One (1) 6 foot draped table, two (2) chairs, ID sign and wastebasket
- One (1) full complimentary registration per tabletop

The display area is limited to the tabletop surface. Banners or other displays may not be placed around your tabletop.





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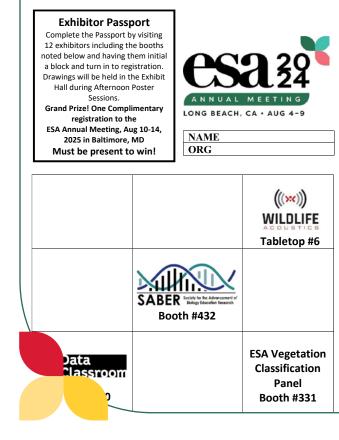
### **EXHIBITOR ADD-ONS**

### EXHIBITOR PASSPORT LOGO SPONSOR \$400

Have your logo and booth number included on the exhibitor passport which will require attendees to come to your booth to participate and win prizes.

### **CAREER CENTRAL TABLETOP \$300**

Promote your open positions, interview candidates, highlight career opportunities in your field and be a part of our career development program. This year's Career Central activities will include a one-day hiring event, as always, we



seek volunteers from among our exhibitors to participate in career exploration activities, networking, resume review sessions and mock interviews!

One (1) 6 foot draped table, two (2) chairs, ID sign and wastebasket located in the career fair area of the exhibit hall

The display area is limited to the tabletop surface. Banners or other displays may not be placed around your tabletop

### **EXHIBITOR DEMONSTRATION \$1,000**

Exhibitors may promote products, programs, and/or services with a brief presentation in a dedicated Session Room. Three (3) 20-minute time slots will be available between 10:30 am and 11:30am on Monday, August 11. An exhibiting company may reserve a single time slot for a presentation no longer than 15 minutes with 5 minutes for Q&A. Spaces are limited and requests for time will be processed in the order in which they are received. ESA will provide a raised stage, audience seating, podium, microphone and projection screen. LCD projector will be provided, but presenters will need to use their own laptops. ESA will promote the presentations on the Mobile App and the Print Pocket Guide.



### **EXHIBITOR AND NETWORKING SCHEDULE\***

### **MOVE IN**

### **SHOW HOURS**

Sunday, August 10

6:30 pm – 8:00 pm

Welcome Reception Recreation Area

**Sunday, August 10** 10:00 am – 5:00 pm



Monday, August 11 9:30 am – 6:30 pm Morning Coffee Break Afternoon Poster Sessions Recreation Area Career Fair

Tuesday, August 12 9:30 am – 6:30 pm Morning Coffee Break Afternoon Poster Sessions Recreation Area Career Fair

Wednesday, August 13 9:30 am – 6:30 pm Morning Coffee Break Afternoon Poster Sessions Recreation Area Career Fair

### **MOVE-OUT**



**Wednesday August 13** 6:30 pm – 8:30 pm

\*Times are subject to change.



### **SPONSOR OPPORTUNITIES**



SPONSOR LEVEL	SILVER \$4,000	GOLD \$6,000	PLATINUM \$8,000
Exhibit Booth (10x10)	1	1	2
Complimentary Full Conference Registrations	2	2	3
Booth Staff Only Registrations	1	1	2
Company Listing in Mobile App (on-site)	$\checkmark$	$\checkmark$	$\checkmark$
Pre and Post Conference Attendee List*	$\checkmark$	$\checkmark$	$\checkmark$
Acknowledged in Scientific Plenary Welcome Remarks and General Session Welcome Slides	$\checkmark$	$\checkmark$	$\checkmark$
Logo Recognition at all General Sessions	$\checkmark$	$\checkmark$	$\checkmark$
Logo on Annual Meeting Website, Conference Website, On-Site Meeting Signage and Print Pocket Guide provided to all attendees		$\checkmark$	$\checkmark$
Conference Website Banner Ad		$\checkmark$	$\checkmark$
<i>Member Connection</i> Digital Newsletter Banner Ad		$\checkmark$	$\checkmark$
<i>Certified Ecologist</i> Digital Newsletter Banner Ad		$\checkmark$	$\checkmark$



### **RECEPTION & GENERAL SESSION SPONSORSHIPS**



WELCOME RECEPTION \$12,000 Sun, Aug 10 6:30–8PM	GENERAL SESSION \$10,000 Opening Keynote (Sun) or Scientific Plenary & Awards (Mon)	CLOSING RECEPTION \$6,000 Thur, Aug 14 6:30–8PM
2,000+	1,000+	1,500+
$\checkmark$	$\checkmark$	$\checkmark$
Platinum	Platinum	Gold
$\checkmark$		$\checkmark$
$\checkmark$		$\checkmark$
3	2	2
1	1	1
$\checkmark$	$\checkmark$	$\checkmark$
$\checkmark$	$\checkmark$	$\checkmark$
	RECEPTION   \$12,000   Sun, Aug 10   6:30-8PM   2,000+   ✓   Platinum   ✓   ✓   ✓   3	WELCOME RECEPTION \$12,000SESSION \$10,000Sun, Aug 10 6:30-8PMOpening Keynote (Sun) or Scientific Plenary & Awards (Mon)2,000+1,000+✓✓✓✓PlatinumPlatinum✓232



### SPONSOR OPPORTUNITIES, continued



### WIFI SPONSOR \$5,000

Meeting attendees will login to the WIFI network named after your organization using your customized password.

### **HEADSHOT CAFE SPONSOR \$5,000**

Sponsor branded and if you have an exhibit booth, we'll place the headshot area adjacent to your booth for great visibility and interaction with attendees. Headshots offered Monday and Tuesday, 10:00 am – 2:00 pm in the Exhibit Hall.

- Professional portrait sessions in walk-up format
- Portrait lighting and background
- Individual gallery links emailed to attendees on-site
- On-site signage acknowledging sponsor

### MOBILE APP SPONSOR (IN PERSON ONLY) \$3,500

The Mobile App will be a significant resource for on-site participants.

### **REGISTRATION AND LANYARD SPONSOR \$3,000**

- Lanyards will be branded with your logo or organization name
- Ø Brand the highly trafficked registration area
- Your banner ad with hyperlink will be included in the Know Before You Go email sent to all participants prior to arriving
- Sponsorship Deadline June 3

### DAILY BREAK & POSTER SESSION SPONSOR \$2,500

Limited Opportunities Available! Your logo will be included on annual meeting signage, mobile app, event signage and branded napkins.

- Monday, Tuesday or Wednesday Morning Coffee Break and Afternoon Poster Session
- Thursday Morning Coffee Break and Latebreaking Posters







### SPONSOR OPPORTUNITIES, continued



### CAREER CENTRAL NETWORKING AREA SPONSOR \$2,500 all 3 days / \$1,000 1 day, Mon, Tue or Wed

This dedicated space in the Exhibit Hall will be branded with your organization logo and will host career development, networking and mentoring activities, including the ever-popular resume reviews and mock interviews. Monday, Tuesday and Wednesday will highlight one of the following areas:

- Getting Into, Succeeding in Graduate School, and the Research Environment
- Jobs (and Skills) in the Government and Private Sectors
- Career Navigation, from Getting the Job, to Finding the Right Pathway For You

### RECREATION SPONSOR \$2,000 OR CO-SPONSOR \$1,000

Be recognized for putting the FUN in the Exhibit Hall! Branded with your company logo and signage, gain visibility in this gathering place with fun activities. Game options to be provided, but think Corn Hole, Checkers, Chess, BIG Piano, Ping Pong.

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### **POWER SPONSOR \$1,500**

Brand a charging table with your logo, tagline and QR code to share organization information. Select placement in an aisle near, or in your exhibit booth.







### SPONSOR OPPORTUNITIES, continued

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### COZY CAT ZONE SPONSORSHIP \$1,500

### Day Sponsor \$500

Attendees will be able to spend time with adoptable furry friends in the sponsor branded high traffic area of the exhibit hall courtesy of The Maryland SPCA.



### **CUSTOM BRANDING SPONSOR**

Brand the event space at the Baltimore Convention Center and the Hilton with your logo and message!

- Keycard Sleeves at the conference hotels
- Column Wraps
- Window or Elevator Clings
- 🥖 360 Video Booth
- 🥖 Photo Booth
- Selfie Booth with Prints
- For this or other sponsorship ideas, contact us and we'll work with you to make your ideas happen!

### MID-ATLANTIC REGIONAL MEETING TABLETOP \$500

Connect with 200+ ecologists at all career levels during the Mid-Atlantic Regional Meeting being held **April 4-6, 2025 at Longwood Gardens, Kennett Square, PA**.

Network with researchers, practitioners, students, decision makers, resource managers and educators in the field of ecology and environmental science. Display and promote your products, services, technology, equipment and literature.

Includes tabletop for your display on Saturday and one (1) full registration that includes the Friday evening social, Saturday program, morning refreshments, lunch and the Sunday field trip.







### **ADVERTISING OPPORTUNITIES**

### **DIGITAL BANNER AD PACKAGE \$1,100**

**Save \$100!** A package includes any three (3) placements in promotional emails sent to all ESA Members and engaged scientists in our community or the Conference Website Home Page. Can be three (3) placements in any one item or a combination.

### **MEMBER CONNECTION DIGITAL NEWSLETTER BANNER AD \$400**

*Member Connection* is a bi-weekly digital newsletter that goes to ESA's membership numbering around 8,000. It includes member news, journal articles, professional development and policy related items. Our best-performing email product, regular open rate of greater than 40% with click-throughs as high as 15%. Published two (2) times per month. Specifications: 4:1 a/r horizonal banners (600 px w max) or 1:1 (200 px max) blocks, jpg or png only—no animations.

### **CERTIFIED ECOLOGIST DIGITAL NEWSLETTER BANNER AD \$400**

ESA's quarterly digital newsletter goes to Certified Ecologists, currently 800 and growing! It includes information on training, certified ecologist profiles, promotion of networking groups and other training features. Specifications: 4:1 a/r horizonal banners (600 px w max) or 1:1 (200 px max) blocks, jpg or png only—no animations.

### **CONFERENCE WEBSITE HOME PAGE BANNER AD \$400**

Have your Banner Ad on the ESA Annual Conference Website Home Page. Specifications to be provided.

### **PRINT POCKET GUIDE AD \$400**

Your 5.5"w x 8.5"h ad will appear in the pocket guide provided to each attendee as a reference for on-site. Deadline for advertising **July 1, 2025**.





Discounts

<sup>available</sup> for multiple

placement!

### 2024 SPONSORS AND EXHIBITORS

Aeris Technologies, A Project **Canary Company** Bay Instruments/WALZ beadedstream **Bio Chambers Incorporated** British Ecological Society Cambridge University Press Campbell Scientific Center for Wildlife Studies DataClassroom Don't Pack a Pest EcoAdapt Ecosystem Health and Sustainability, a Science Partner Journal eDNAtec **Elementar Americas** Entomological Society of America **Environmental Molecular** Sciences Laboratory Friends of Ballona Wetlands **GBIF Global Biodiversity** Information Facility iDigBio Impact Media Lab Island Press Jonah Ventures Lewis & Clark Law School LI-COR Environmental

Long Term Ecological Research Springer Nature Initiative Louise Weber Books Maderas Rainforset Conservancy **MDPI - Academic Open Access** Publishing since 1996 NASA Hyperwall National Experienced Workforce U.S. Global Change Research Solutions, Inc. NEON operated by Battelle **NIMBioS** Nordic Society Oikos **Onset - HOBO Data Loggers** ORAU Oak Ridge Associated Universities **Oregon State University Press Oxford University Press** Peace Corps Response **PP** Systems **Princeton University Press** Ramboll SACNAS Science Education Resource Center at Carleton College SEAL Analytical SERDP & ESTCP SimBio Society of American Foresters

Network/Environmental Data The Ecological Society of Japan The Roving House The Royal Society The University of Chicago Press U.S. Department of Energy (DOE) Environmental System Science Program U.S. Geological Survey Program U.S. National Science Foundation Union Biometrica, Inc. University of Alabama at Birmingham/SABER University of Oklahoma, Department of Geography & **Environmental Sustainability USDA** Forest Service **USDA Natural Resources Conservation Service** Western EcoSystems Technology, Inc. (WEST) Wildlife Acoustics, Inc. Wilev Women of the Cloud Forest Yale University Press

### MARK YOUR CALENDAR! JULY 26-31, 2026

### Ecological Society of America 111th Annual Meeting, Salt Lake City, UT

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### **2025 ANNUAL MEETING** EXHIBITOR, SPONSOR AND ADVERTISER RULES & REGULATIONS

ESA meetings, open to ESA members and those interested in ecology, are among the most respected meetings of ecologists in the science community. ESA is committed to providing a safe, productive, and welcoming environment. All participants including, but not limited to, attendees, speakers, volunteers, exhibitors, ESA staff, service providers and others are expected to abide by the <u>ESA Meetings Code of Conduct</u>. This Code of Conduct applies to all ESA meeting-related events including those sponsored by organizations other than ESA but held in conjunction with ESA events, in public or private facilities. In addition, all ESA meeting attendees must agree to abide by the <u>ESA Scientific Integrity and Professional Ethics Policy</u> and the <u>ESA Diversity Statement</u>.

It is understood and agreed that the following Rules and Regulations are accepted as a contract between the Ecological Society of America (ESA) and the Exhibitor, Sponsor or Advertiser (Exhibitor) for the 2025 ESA Annual Meeting being held at the Baltimore Convention Center, MD, USA (Center)

- 1. **RESPONSIBILITY AGREEMENT:** Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold harmless ESA, the Official Service Contractor (OSC) and the Center the affiliates, officers, directors, agents, and employees and partners of each (Indemnified Parties) against all claims, losses, and damages, including negligence, to persons or property, governmental charges, or fines and attorney fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of the exhibit premises or a part thereof. In addition, Exhibitor acknowledges that the Indemnified Parties do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the exhibitor to obtain business interruption, property damage, and comprehensive general liability insurance. Exhibitor agrees to provide to exhibits@esa.org by July 1, 2025, a Certificate of Insurance showing the indemnified parties as Additional Named Insured as it relates to the ESA Annual Meeting providing coverage as described in Clause 3. Insurance. Exhibitor has read and agrees to abide by all requirements, restrictions, and obligations set forth herein and the policies governing exhibitors at events of ESA and those which may be set forth in the future by ESA in connection with the ESA Annual Meeting. Exhibitor further acknowledges that ESA reserves the right to reject, at its discretion, any request to exhibit, sponsor or advertise.
- 2. **DISCLAIMER:** ESA neither warrants nor endorses any of the products promoted or advertised. Exhibitor shall indemnify and hold ESA harmless for any and all costs, including reasonable attorney fees, associated with the defense of any claim based upon an exhibitor, sponsor or advertiser product.
- 3. INSURANCE: The insurance policies of ESA, the Center, and OSC may not include coverage for individual Exhibitors. Therefore, Exhibitors must carry their own public liability insurance to protect against claims and/ or losses through theft, fire, and other damage that may arise from operation of their exhibits. In addition, each must name ESA as an Additional Insured for a minimum of \$1M Comprehensive General Liability and provide ESA with evidence of Workers' Compensation Insurance to <u>exhibits@esa.org</u>. Exhibitors are responsible for their own inventory and equipment. Although the Exhibit Hall will be patrolled by security during non-exhibit hours, neither ESA, the Center, nor OSC guarantees protection for the Exhibitor against losses of any kind.



- 4. **TERMINATION OF EXHIBIT, SPONSOR or ADVERTISER:** In the event of any act beyond the control of ESA the exhibit, sponsor or advertiser contract may be terminated by ESA. Should such an event occur at any time before Sunday, August 10, 2025, the Exhibitor, Sponsor or Advertiser waives any and all damages and agrees that ESA may, after deducting all costs and expenses, discharge all claims and demand, and refund to each Exhibitor, Sponsor or Advertiser a complete settlement of the total net receipts received by ESA for the 2025 ESA Annual Meeting.
- 5. **PAYMENT FOR EXHIBIT, SPONSOR OR ADVERTISER:** A minimum of 50% deposit is required upon contract signature. Payments by check, credit card or wire transfer must be received within 30 days. Balance due must be received within 45 days of contract signature or by Monday, August 4, 2025, the earlier. Exhibit, Sponsor or Advertiser space may not be set up or accepted before the balance due for the space is paid in full. The costs are outlined in the ESA Exhibitor, Sponsorship and Advertising Prospectus.
- 6. **CANCELLATION/DOWNSIZING EXHIBITS:** Any Exhibitor who cancels or reduces the amount of space reserved must notify the ESA Exhibit Manager in writing to <u>exhibits@esa.org</u>. No space rental fee refund will be issued unless the space is resold. If the space is resold, the Exhibitor receives refunds as follows:

● 50% of the fee will be returned if cancellation notice is received 60 days in advance of the show opening, on or before June 9, 2025.

There will be no refund if notice of cancellation is received after June 9, 2025.

In addition, any Exhibitor who fails to claim and/or occupy reserved space by 10:30 AM, Sunday, August 10, 2025 the exposition opening day, may be reassigned without prior notification and all fees paid will be forfeited. Funds may be transferred to apply to a future meeting with approval on a case-by-case basis by ESA Exhibit & Sponsor Manager.

- 7. **SHIPPING INSTRUCTIONS:** All freight charges must be PRE-PAID by the Exhibitor. All shipments must be directed to the OSC. The OSC will maintain staff in the Exhibit Hall at all times during installation, show, and dismantling hours. Warehousing will be available and may be arranged through OSC as specified in the service kit to be provided. Exhibitors requiring extra time to set up or dismantle their displays should advise the OSC as soon as possible. All information regarding your shipment should be forwarded to the OSC Customer Service Representative. Exhibitors should consider consolidating their shipments to avoid paying the higher minimum charge on each of several shipments.
- 8. EARLY DISMANTLING OF BOOTHS: Exhibit displays shall remain set-up until 6:30pm on Wednesday, August 13, 2025, or the final time determined as Exhibitor Move Out. Early dismantling of booths may result in the loss of exhibitor privileges and or future participation in ESA Meetings or other penalties.
- 9. **GENERAL CONDUCT OF EXHIBITS:** ESA expects exhibiting companies and organizations to adhere to the "Revised 2014 Guidelines for Display Rules and Regulations" as set forth by the International Association of Exhibitions and Events (IAEE).
  - a) To assure responsiveness of the ESA Annual Meeting to the mutual interests of registrants, it is necessary that exhibits be confined to those of an educational nature and to those featuring instruments, products, and services for use in science teaching or research, books, or other publications relevant to the disciplinary interests of participants.



- b) Except in the case of application for a combined book stall, an Exhibitor may not share or sublease any part of their assigned space.
- c) No Exhibitor may show goods other than those manufactured or dealt in by the Exhibitor in the regular course of business.
- d) Soliciting business, holding meetings to generate new business, and advertising are strictly prohibited EXCEPT by exhibiting companies and organizations.
- e) All displays, demonstrations, interviews, or other activities must be confined to the limits of the contracted space, not to obstruct the general view or hide other exhibits. Side rails and counters may not exceed 3' in height. Back walls may not exceed 8' in height and may not extend or curve into an adjacent space.
- f) No audiovisual device or sound system shall be operated in a manner that disturbs or interferes with other Exhibitors or their patrons.
- g) Each Exhibitor is encouraged to display in the most professional and attractive manner possible. In addition, the Exhibitor shall be responsible for assuring that any exposed unfinished portion of the exhibit is covered to the satisfaction of ESA at the Exhibitor's expense.
- h) All decorative exhibit materials must conform to fire regulations and electrical codes of the Centre. Aisles and exits must be kept clear at all times. Standard fire regulations governing public buildings will be strictly enforced.
- i) Exhibitors are reminded that the Americans with Disabilities Act ensures equal access to all participants. Individual Exhibitors are responsible for making their space fully accessible and complying with all applicable laws and regulations pursuant to the Americans with Disabilities Act (Public Law 101-336).
- j) Exhibitors shall not mar or deface the Exhibit Hall in any manner and shall not paste, tape, tack, nail, screw, or otherwise attach materials to columns, walls, floors, or any other parts of the building.
- k) Exhibitors are not prohibited from selling, taking orders, or soliciting sign ups or signatures. However, each Exhibitor is responsible for complying with any state, province, territory or local tax regulations.
- I) All demonstrations and displays, distribution of literature, samples, and other advertising materials must be confined to the Exhibitor's own space.
- m) Lotteries, raffles, or games of chance are strictly prohibited. Exhibitors may collect business cards, hold drawings, and offer small tokens to those visiting their spaces.
- n) Live animals may not be displayed unless they are an integral part of the product or service offered. In such cases, animals must be appropriately tethered, caged, or controlled at all times while at the Centre.
- o) Use of live plants is not prohibited as long as there are no noxious or harmful fumes or byproducts in the display. We also ask exhibiting companies and organizations to be mindful of environmental responsibility to protect against unintended distribution of materials that could prove invasive when transported to the far-reaching areas where delegates live and work.



- p) X-Ray and similar equipment may be exhibited but not operated.
- q) This is a completely non-smoking function. Smoking will only be permitted in specifically designated areas outside the Centre.
- r) Exhibitors are encouraged to arrange to recycle or reuse their crates, boxes, displays, and packing and display materials in keeping with sound ecological principles.
- s) Exhibitors serving food and/or beverages from their booths must order these through the ESA Meetings Manager and use official convention center catering services.
- t) People under the age of 16 will not be allowed in the Exhibit Hall during installation and dismantling. During show hours, anyone under the age of 16 must be supervised by an adult at all times.
- u) ESA assumes no responsibility for acts or omissions by the OSC, the Center, Baltimore, MD, or any shipping company or any outside contractor.

#### ADVERTISERS AGREE TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS

- A. **PAYMENT:** Full payment for the advertisement ("Advertisement") shall be as set forth in the Prospectus, and must be received prior to Ad Placement. All purchases are nonrefundable except as provided in this Agreement. ESA reserves the right to refuse the Advertisement if payment is not received by the deadline. If Advertiser cancels this Agreement prior to its conclusion, Advertiser shall remain liable to pay ESA the full amount due.
- B. **ADVERTISEMENT SUBMISSION:** Advertiser will submit the Advertisement, including all necessary artwork, links or other requirements, to ESA by a designated deadline. In the event that all necessary artwork is not received by the due date, ESA may at its sole option elect to use artwork from previous Advertisements placed by Advertiser, if any. Advertiser agrees that the positioning, placement, frequency, and other editorial decisions related to the Advertisement shall be made by ESA in its sole discretion.
- C. LICENSE: Advertiser hereby grants to ESA a limited, non-exclusive license to copy, use, display, and publish Advertiser's Advertisement (including Advertiser's name, marks, and logos shown) solely in connection with this Agreement. Advertiser retains all right, title, and interest, including copyright and other proprietary or intellectual property rights in the content of the Advertisement and Advertiser's name, marks, and logos.
- D. WARRANTIES: Advertiser represents and warrants that (a) the Advertisement is Advertiser's own original work; (b) that Advertiser is the sole owner of the work and all of the rights granted to ESA under these terms and conditions; (c) that the content of the Advertisement does not violate any copyright, trademark, proprietary, or personal rights of others, as well as any applicable advertising laws or regulations; and (d) the Advertisement is factually accurate and does not contain any content which is unlawful, harmful, abusive, hateful, lewd, obscene, threatening, defamatory or libelous or constitute unfair competition or unfair trade practice.



### ADVERTISERS TERMS AND CONDITIONS, continued

- E. **INDEMNIFICATION:** Advertiser agrees to defend, indemnify, and hold harmless ESA, its officers, directors, sub-licensees, employees and agents, from and against any claims, actions, liabilities, costs or demands, including without limitation reasonable legal and accounting fees, for any loss or damage or claims resulting or arising from the use or publication of the Advertisement, including but not limited to claims for copyright or trademark infringement, unfair competition, defamation, breach of contract, or breach of the warranties provided in this Agreement. ESA shall provide notice to Advertiser promptly of any such claim, suit, or proceeding and shall assist Advertiser, at Advertiser's sole expense, in defending any such claim, suit or proceeding.
- F. **CANCELLATION:** ESA reserves the right to cancel or refuse the display of an Advertisement at any time and for any reason, including but not limited to failure to conform to applicable laws and regulations, ESA policies, ESA mission or the public interest, regardless of whether such advertisement previously was accepted by ESA. If ESA cancels or refuses to place the Advertisement then this Agreement shall be deemed terminated and ESA will refund to Advertiser any advertising fees paid. The refund of fees shall be Advertiser's sole remedy for ESA's termination of this Agreement.
- G. **CORRECTIONS:** Advertiser is responsible for checking advertising copy for corrections and providing ESA with prompt written notice of errors or changes. Advertiser acknowledges and agrees that submitting a correction may result in the delay of placement of the Advertisement.
- H. **NO ENDORSEMENT:** Advertising with ESA does not in any way mean that ESA approves or endorses Advertiser or Advertiser's products or services. Advertisements shall not imply or convey ESA's approval, endorsement, certification, acceptance, or referral of Advertiser or Advertiser's products or services.
- I. **PARTICIPATION:** Participation as an advertiser does not entitle Advertiser to influence the content planning of any ESA publication or event.

