



AUG 6 - 11, 2023 • PORTLAND, OR
108th Annual Meeting

Exhibitor, Sponsor
& Advertising
PROSPECTUS













The ESA Annual Meeting is where scientific theory and practice come together. Every year, thousands of ecologists and environmental scientists from all over the world converge for a week of scientific presentation, networking, professional development, service and community-building.

This year, we're taking it a step further. Our theme of **ESA for All Ecologists** is an expression of our commitment as a community to lift up, share and celebrate the important work done by **all ecologists** regardless of their occupation, industry or field of study. That we're doing it at what's historically our most popular meeting site is no accident, either—we plan on bringing together as many as **5,000 ecologists**, the vast majority of whom are looking for new products, services, colleagues and employment opportunities.

WHO ATTENDS?

-  Resource Managers
-  Field Researchers
-  Planners
-  Students
-  Consultants
-  Government Scientists
-  Educators

POPULAR AREAS OF INTEREST

-  Ecological Restoration
-  Crop & Soil Science
-  Climate Change & Mitigation
-  Remote Sensing
-  Ecological Forecasting
-  Scientific Publishing
-  Modeling
-  Conservation
-  Environmental Justice
-  Data Logging & Analysis

ESA SECTIONS

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

- Agroecology
- Applied Ecology
- Aquatic Ecology
- Asian Ecology
- Biogeosciences
- Black Ecologists
- 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
- Rangeland Ecology
- Paleoecology
- Researchers at Undergraduate Institution
- Soil Ecology
- Statistical Ecology
- Students
- Theoretical Ecology
- Traditional Ecological Knowledge
- Urban Ecosystem Ecology
- Vegetation



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 Portland—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 5,000 attendees in the historically popular location of Portland, OR. ESA holds their meeting in Portland, OR every five (5) years and in 2017 had 4,533 attendees. Promote your products, services, technology, equipment and literature to these scientists, researchers, educators, administrators and policymakers in the science of ecology and environmental science.



NETWORKING OPPORTUNITIES IN THE EXHIBIT HALL!

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY
Welcome Reception	Morning Coffee Break	Morning Coffee Break	Morning Coffee Break	Morning Coffee Break
	Afternoon Poster Session	Afternoon Poster Session	Afternoon Poster Session	Afternoon Poster Session
	Career Fair	Career Fair	Career Fair	
	Recreation Area	Recreation Area	Recreation Area	

10' X 10' EXHIBIT BOOTH

- Commercial \$2,500
- Government/Non-Profit Organization \$1,400

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
- Company listing and Booth Location in the Pocket Guide
- Company listing and description in the Mobile App
- Invitation to participate in Career Development, Networking and Mentoring Activities
- Pre and Post conference attendee list (Contact, Org and Mailing Address)*
- Virtual Platform Presence on Sponsor Wall including logo and company listing

**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

CAREER CENTRAL TABLETOP \$400

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

EXHIBITOR SCHEDULE*

MOVE IN	SHOW HOURS	MOVE OUT
<p>Sunday, August 6 10:00 am – 5:00 pm</p>	<p>Sunday, August 6 6:30 pm – 8:30 pm Welcome Reception</p>	<p>Wednesday, August 9 6:30 pm – 8:30 pm</p>
	<p>Monday, August 7 9:30 am – 6:30 pm Morning Coffee Break and Poster Sessions</p>	
	<p>Tuesday, August 8 9:30 am – 6:30 pm Morning Coffee Break and Poster Sessions</p>	
	<p>Wednesday, August 9 9:30 am – 6:30 pm Morning Coffee Break and Poster Sessions</p>	

*Times are subject to changes.

SPONSOR OPPORTUNITIES

SPONSOR LEVEL	PLATINUM \$8,000	GOLD \$6,000	SILVER \$4,000
Exhibit Booth (10x10)	2	1	1
Complimentary Full Conference Registrations	3	2	2
Booth Staff Only Registrations	2	1	1
Virtual Platform Presence on Sponsor Wall including logo, company overview and company contact info	✓	✓	✓
Company Listing in Mobile App (on-site)	100 words	75 words	50 words
Pre and Post Conference Attendee List*	✓	✓	✓
Acknowledged in Scientific Plenary Welcome Remarks and General Session Welcome Slides	✓	✓	✓
Logo on Virtual Home Page and Annual Meeting Website and On-Site Signage	✓	✓	✓
Recognition in 2023 Annual Report	✓	✓	—
Virtual Home Page Banner Ad	✓	✓	—
Member Connection Banner Ad	✓	✓	—
Certified Ecologist Newsletter Banner Ad	✓	✓	—

SPONSOR OPPORTUNITIES, *continued*

RECEPTION SPONSOR \$12,000



- Choose from the Welcome Reception in the Exhibit Hall (Sunday) or Closing Reception (Thursday)
- 10' x 10' Booth Space including one (1) 6-foot draped table, two (2) chairs, ID sign and wastebasket
- Platinum Level Acknowledgment with your logo on virtual home page, annual meeting website and on-site signage
- Branded cocktail napkins for sponsored event
- Full Conference registration for three (3) staff and one (1) booth staff-only registration
- Choice of Ad in Pocket Guide
- Mobile App listing (in-person only)
- Virtual Platform Presence on Sponsor Wall including logo, company overview and company contact info

GENERAL SESSION SPONSOR \$10,000



- Choose one (1) General Session
 - Scientific Plenary & Awards (Monday)
 - ~~Keynote (Monday)~~ **SOLD!**
 - Scientific Interfaces (Tuesday)
 - Recent Advances (Wednesday)
- Sponsor walk-on slide or video at the beginning of the General Session
- 10' x 10' Booth Space including one (1) 6-foot draped table, two (2) chairs, ID sign and wastebasket
- Platinum Level Acknowledgment with your logo on virtual home page, annual meeting website and on-site signage
- Full Conference registration for two (2) staff and one (1) booth staff-only registration
- Ad in the Pocket Guide
- Mobile App listing (in-person only)
- Virtual Platform Presence on Sponsor Wall including logo, company overview and company contact info

SPONSOR OPPORTUNITIES, *continued*

WIFI SPONSOR \$5,000



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

MOBILE APP SPONSOR (IN PERSON ONLY) \$4,000



The Mobile App will be a significant resource for on-site participants. Includes Splash Screen attendees will see one loading “splash screen” when the app launches that shows for 3.5 seconds and Sticky Banner that displays on the main screen and attaches to the bottom of the screen. It is always visible and remains stationary while scrolling on the main screen.

REGISTRATION AND LANYARD SPONSOR \$3,500



- Lanyards will be branded with your logo or organization name
- 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

RECREATION AREA SPONSOR \$2,500



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.

SPONSOR OPPORTUNITIES, *continued*

DAILY BREAK & POSTER SESSION SPONSOR \$2,500



Pick a Day! 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

CAREER CENTRAL NETWORKING AREA SPONSOR \$2,500 all 3 days / \$1,000 1 day M, T or W

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

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.

HYBRID SESSION ROOM SPONSOR \$1,000



Sponsor fourteen (14) hybrid sessions over 4 days for one low price for visibility with in-person and virtual attendees. Hybrid sessions are a combination of in person and remote speakers, with a livestream for virtual attendees. You'll be recognized on-site with signage in a dedicated Hybrid session room and virtually with a PPT slide during the presentations. Rooms dedicated to Hybrid sessions will have an ethernet connection, camera, and technician present to keep everything running smoothly.

SPONSOR OPPORTUNITIES, *continued*

DIVERSITY FORUM SPONSOR \$500



Network and display your materials during the Diversity Forum on Wednesday evening, 6:30-8:00pm. Panelists will be discussing the important topic of diversity, equity and inclusion. Anticipated attendance 200-300ppl. Light snacks will be provided. Limited to three (3) sponsors. Sponsorship includes:

- One (1) 6-foot draped table, one chair; one (1) complimentary ticket to the forum; logo and listing on the forum program; recognition from the podium during the forum; and listing on the ESA SEEDS website

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 to win prizes.

CUSTOM SPONSOR



Custom Branding with clings (floor, carpet, column, window or elevator) is available. For this or other sponsorship ideas you'd like to support, contact us and we'll work with you to make your ideas happen!



ADVERTISING OPPORTUNITIES

Discounts available for multiple placement!

DIGITAL BANNER AD PACKAGE \$1,100

Save \$100! A package includes any three (3) placements in the Member Connection, Certified Ecologist Newsletter or the Virtual Meeting Site 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 horizontal 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 horizontal banners (600 px w max) or 1:1 (200 px max) blocks, jpg or png only—no animations.

VIRTUAL MEETING SITE HOME PAGE BANNER AD \$400

We will continue to offer keynotes and virtual content in 2023. Be visible to those that are unable to attend in person. Your ad will be available on the virtual platform for up to one year.

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.

2022 SPONSORS AND EXHIBITORS

BE Initiative
Bio Chambers Incorporated
British Ecological Society
Cambridge University Press
Campbell Scientific
Canadian Science Publishing
Canadian Society for Ecology and Evolution
Center for Wildlife Studies
CIEE Canadian Institute for Ecology
and Evolution
Cornell University Press
DeLeaves / Outreach Robotics
Ecosystems and People
eLife
Entomological Society of America
FIU Institute of Environment
Hoskin Scientific
Isomass Scientific Inc.
LI-COR Environmental
LTER & EDI
Marist College
MDPI
National Ecological Observatory Network,
Battelle
New Phytologist Foundation

Nordic Society Oikos
Onset by HOBO Data Loggers
ORAU Oak Ridge Associated Universities
Oxford University Press
Plant & Food Research
PP Systems
Princeton University Press
ScienceSocieties.org
SEAS University of Michigan
SimBio
SPEC School
Spectrum Technologies, Inc.
Springer Nature
Sustainable Rangelands Roundtable
Taylor & Francis Group
The Royal Society
The University of Chicago Press
U.S. Geological Survey
University of Chicago Press Journals
Voinovich School of Leadership and
Public Service
W. W. Norton & Company
Western EcoSystems Technology (WEST)
Wiley
Yale University Press



MARK YOUR CALENDAR!

Ecological Society of America 109th Annual Meeting, Long Beach, CA
August 4 – 9, 2024

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 [ESA Meetings Code of Conduct](#). 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 [ESA Scientific Integrity and Professional Ethics Policy](#) and the [ESA Diversity Statement](#).

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 2023 ESA Annual Meeting being held at the Oregon Convention Center, Portland, OR, 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 7, 2023, 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. COVID:** Exhibitor agrees to follow all rules and protocols regarding COVID set into place by ESA, the Center, Portland, OR and the United States to include but not limited to being fully vaccinated, masks and social distancing.
- 3. 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.
- 4. 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 exhibits@esa.org. Exhibitors are responsible for their own inventory

EXHIBITOR, SPONSOR AND ADVERTISER RULES & REGULATIONS, *continued*

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.

5. **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 Monday, August 7, 2023, 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 2023 ESA Annual Meeting.
6. **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, July 31, 2023, 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.
7. **CANCELLATION/DOWNSIZING EXHIBITS:** Any Exhibitor who cancels or reduces the amount of space reserved must notify the ESA Exhibit Manager in writing to exhibits@esa.org. 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 6, 2023.
 - There will be no refund if notice of cancellation is received after June 6, 2023.In addition, any Exhibitor who fails to claim and/or occupy reserved space by 10:30 AM, Sunday, August 6, 2023 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.
8. **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.
9. **SUSTAINABILITY:** The Oregon Convention Center is a leader in convention center sustainability. In order to maintain our certifications, OCC has policies and procedures in place to ensure our ongoing sustainability successes. OCC has a plan to minimize the amount of waste created at events and our long term goal is to reach an 80% waste diversion rate. This can only be achieved if we make sure the materials brought into the building can be recycled, donated, or taken back by the company that produced it. Exhibiting organizations agree to review the [Sustainability Communication Kit for Exhibitors](#), along with this [Video](#), and support the 2023 ESA Annual Meeting by complying with the Waste Diversion Policy.

EXHIBITOR, SPONSOR AND ADVERTISER RULES & REGULATIONS, *continued*

10. **EARLY DISMANTLING OF BOOTHS:** Exhibit displays shall remain set up until 6:30pm on Wednesday, August 9, 2023, 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
11. **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.

EXHIBITOR, SPONSOR AND ADVERTISER RULES & REGULATIONS, *continued*

- l) 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 by-products 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, Portland, OR, 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.

ADVERTISERS TERMS AND CONDITIONS, *continued*

- 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.
- E. **INDEMNIFICATION:** Advertiser agrees to defend, indemnify, and hold harmless ESA, its officers, directors, sublicensees, 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.