

# Exhibit Space Application: Terms and Conditions

**1. Application and Eligibility.** Application for booth space must be made on the printed form provided by APS (hereinafter, "the Association"), contain the information as requested, and be executed by an individual who has authority to act for the applicant. This exhibition is designed for the display and demonstration of products and services relating to the practice and advancement of the art and science of pain medicine and the professional education of those individuals attending the Association's Scientific Meeting. The Association shall determine the eligibility of any company, product or service. The Association may reject the application of any company whose display of goods or services is not compatible, in the sole opinion of the Association, with the educational character and objectives of the exhibition. In the event an application is not accepted, any paid space rental fees or deposits will be returned.

**2. Exhibit Booth Price.** The prices for each booth in are as follows: \$2,350 for each 10' x 10' booth, or \$4,700 for each 10' x 20' booth, or \$14,100 for each 20' x 20' booth, \$18,800 for each 20' x 30' booth, \$23,500 for each 20' x 40' booth, \$28,200 for each 30' x 30' booth, \$37,600 for each 40' x 30' island, or \$47,000 for each 40' x 40' island.

These prices include discounted rates on advertising in the meeting program book, an attendee list, access to conference material labels at a discount, a uniformly styled draped booth, an identification sign, a listing in the convention program, exhibitor badges for 4 preregistered company representatives per paid 10' x 10' booth, 8 representatives per paid 10' x 20' booth, 16 representatives per paid 20' x 20' booth, 24 representatives per paid 20' x 30' booth, 32 representatives per paid 20' x 40' booth, 36 representatives per paid 30' x 30' island, 48 representatives per paid 40' x 30' island, and 64 representatives per paid 40' x 40' island, which admit them to the exposition area at no charge. Badges for spouses are charged against each company's badges-per-booth allotment.

**3. Payment Dates.** No booths will be reserved until the Association receives full payment of the total booth fee, along with a signed contract. If full payment is not received by **February 1, 2009**, the Association will have the right to resell the assigned booth space. The exhibitor expressly understands and agrees that all amounts paid hereunder will be applied first to any outstanding obligations due the Association by the exhibitor, and then to the amounts due in accordance with this paragraph hereof, that any resulting arrearages must be paid within the time limits specified herein, and that the Association will have the right to cancel this agreement if the exhibitor is or becomes in arrears with respect to any outstanding obligation due the Association.

**4. Cancellation of Booth Space.** In the event that the exhibitor notifies the Association of the exhibitor's intent to repudiate the contract after acceptance but prior to **December 1, 2008**, a full refund of monies received, minus a \$250 administrative fee per booth, will be made. A penalty of 50% of the cost of the total booth space contracted will be imposed for a written cancellation received between **December 1, 2008**, and **February 1, 2009**. No refunds will be made or cancellations accepted after **February 1, 2009**.

If for any cause beyond the control of the Association—such as, but not limited to, the destruction of the exhibit facilities by an act of God, the public enemy, authority of the law, fire, or other force majeure—the Association is unable to comply with the terms of this contract and deliver the space allotted hereunder, this contract shall be considered terminated and any payments made hereunder by the exhibitor shall be refunded to the exhibitor, less expenses incurred by the Association to the date of the termination allocable to the exhibitor after proration thereof among all exhibitors.

**5. Assignment of Booth Space.** Space will be assigned beginning July 1, 2008, according to the date on which the contract and deposit are received, the points earned, the availability of the requested area, the amount of space requested, special needs, and compatibility of the exhibitor's products with the Association's aims and purposes.

Points earned depend on three factors:

- The number of years the exhibitor has been an APS corporate member
- The number of APS shows in which the exhibitor has participated
- The amount of space the exhibitor has used in previous shows

The Association reserves the right to assign space other than the choice requested, if necessary, and the right to rearrange the floor plan and/or relocate any exhibit.

**6. Booth, Furnishings, Equipment, and Service.** A uniformly styled exhibit booth will be furnished that consists of draped material on aluminum framework with a back wall that is 8 ft. high, side rails that are 33 in. high, and identification sign that is 9 in. x 44 in. The exhibit hall is not carpeted. Exhibit displays must not project so as to obstruct the view of the adjacent booths. In the rear 4 ft. of all booths, display material or equipment can be placed to a height not exceeding 8 ft., without the consent of the association. In the remainder of the booth, all display material or equipment shall not exceed 42 in. in height. Exhibitors are required to have their booth carpeted. At 4 pm on May 6, 2009, an inspection will be made and carpeting will be automatically ordered for all booths without carpeting. Charges will be billed to the exhibitor.

**7. Conduct of Exhibits.** The advertisement or display of goods or services other than those manufactured, distributed, or sold by the exhibitor in the regular course of business and identified in this contract is prohibited. An exhibitor may not assign, sublet, or apportion all or any part of the contracted booth space, nor may an exhibitor permit the display, promotion, sales, or marketing of nonexhibitor products or services. Interviews, demonstrations, and distribution of literature or samples must be made within the booth area assigned to the exhibitor. Canvassing or distributing of advertising outside the exhibitor's own booth will not be permitted. All sales activities must be compliant with the FDA and OIG. There is no restriction on selling on the exhibit floor provided that sales transactions may be conducted only within the exhibitor's own booth. However, exhibitors are responsible to the Internal Revenue Service for the collection and submission of the applicable state and local sales taxes for sales that occur on the exhibit floor. Exhibitors may not serve or dispense food or beverages of any type from their booths or in the exhibit area without consent of the

Association. Helium balloons are not allowed in the convention center. No part of the display, including products, is permitted outside the exhibit space. Products and furnishings should be arranged with the safety of the exhibitors and attendees in mind.

The Association reserves the right to restrict the operation of, or evict completely, any exhibit which, in the sole opinion of the Association, detracts from the general character of the exhibition as a whole. This applies to displays, literature, advertising novelties, souvenirs, conduct of persons, etc. No exhibits will be permitted which interfere with the use of, or impede access to, other exhibits or impede free use of the aisle.

## 8. Installation/Dismantling.

**Installation.** All exhibits must be set up by 4 pm on **May 6, 2009**, without exception. Assembly of exhibits during regularly scheduled exhibit hours will not be permitted. At 4 pm, an inspection will be made, and exhibits that obviously are not being worked on and have no representative present will be assigned to the labor contractor for uncrating and erecting to facilitate the removal of crates and the initial cleaning prior to the opening. Charges will be billed to the exhibitor. Exhibit aisles must be clear by 4 pm.

**Dismantling.** The official closing time of the exhibits is 6:30 pm on **May 8, 2009**. All exhibit material must be packed and ready for removal from the exhibit area no later than 5 pm on **May 9, 2009**. No packing of equipment or literature or dismantling of the exhibits is permitted until closing time.

Any company violating this regulation will be fined \$100 and may be denied exhibit space at any future APS Meetings.

**9. Additional Exhibitor Services.** All other services are available to exhibitors at normal charges through the official convention contractor (hereinafter "Official Contractor"). An exhibitor's service kit will be e-mailed to all exhibitors approximately 90 days in advance with complete details and deadline order dates for rental displays, additional decorating, furniture, carpeting, signs, cleaning, photography, floral, electrical, telephone, audiovisual service, drayage, labor, and shipping.

**10. Contractor and Labor Coordination.** The Official Contractor will have control of all inbound and outbound freight to prevent congestion in the loading and unloading area, in the aisles, and in any freight traffic area. The Official Contractor will have complete control of all labor hired and scheduling and coordination of labor for the purpose of the orderly setup, management, and dismantling of the exposition. It is highly recommended that the labor services of the Official Contractor are used for setup and dismantling. If an outside contractor is used, the following steps must be taken:

- A. The Association and the Official Contractor must be notified, and proof of adequate liability insurance must be given, in an amount no less than the \$1,000,000 combined single limit for personal and property damage, at least 30 days prior to show setup. The booth number, name of the exhibitor, and identification of the outside contractor must be included.
- B. Check-in by all labor will be required at the labor service desk prior to the start of setup. No setup will be permitted without the authorization of the Official Contractor.
- C. All outside contractor personnel shall confine their activities to the booth in which they are working and will not be permitted to solicit on the floor or elsewhere in the exhibit hall.

**11. Hospitality and Entertainment.** Hospitality suites or events sponsored by the exhibitors must be approved by the Association. No entertainment or programs may be scheduled to conflict with the Association's program hours, activity hours, or exhibit hours. The Association has blocked suites at the official hotel that will be available on a first-come, first-served basis. Reservations should be made directly with the hotel. Firms that are not exhibiting are not permitted to have hospitality functions. Any company violating this policy may be denied exhibit space at future APS meetings.

**12. Exhibit Staff Registration.** Registration of representatives identified under Exhibit Booth Price will be complimentary provided that registrations are received by the Association before **April 1, 2009**. There will be a \$25 charge for the registration of each additional booth representative who exceeds the allotted number.

After **April 1, 2009**, an on-site \$25 service fee will be incurred for the following:

- A. Registration of each representative
- B. Each name change
- C. Each lost badge or name substitution

Each exhibitor who registered in advance will have a printed exhibitor badge available at the exhibitor registration area at the convention center. This badge will entitle registered exhibitors admission to the exhibit area only. Exhibitors must wear badges at all times—including during setup times, exhibit hours, and dismantling—in order to enter the exhibit area.

Exhibitor staff, temporary help, and setup personnel must wear exhibitor badges or other badges designated by the Association or the Official Contractor. Exhibitor badges do not give admission to other conference functions, nor are they transferable.

**13. General Conference Registration.** Any exhibitor who desires to attend the program sessions or any optional activities must register through regular channels. Advance registration forms will be mailed to exhibitors as soon as they are available.

**14. Special Visual and Sound Effects.** Audiovisual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as in the sole opinion of the Association does not interfere with the activities of neighboring exhibitors. Operation of equipment being demonstrated may not create noise levels objectionable to neighboring exhibitors.

**15. Unacceptable Exhibits.** The exhibitor agrees not to use any displays that the Association determines, in its absolute discretion, will unreasonably endanger the person

or property of the attendees or of the exhibitors, are in bad taste, are liable to discredit or subject the Association to criticism or legal liability, are inconsistent with the stated purposes of the Association and the interest and welfare of its members, are inimical to the property rights of the Association, or violate the booth regulations or any other provision of this contract. In the event the Association determines at any time that any exhibit may or does violate this contract and the exhibitor is unable or unwilling to cure or correct such violation, the Association may terminate this agreement immediately and forbid erection of the exhibit or may remove or cause the exhibit to be removed at the exhibitor's expense, and the exhibitor hereby waives any claim for refund of the exhibit booth or other damages arising out of such termination and/or exhibit removal. Any exhibitor who is uncertain as to whether an exhibit is in compliance with all applicable regulations and requirements should contact the Association.

**16. Insuring Exhibits.** Exhibitors are encouraged to insure their exhibits, merchandise, and display materials against theft, fire, etc., at their own expense. It is suggested by the Association that the exhibitor contact the exhibitor's insurance broker and obtain all-risk insurance covering exhibit property while absent from home premises for exhibit purposes, or a rider to the exhibitor's existing policy covering same.

Neither the exhibit facility, the Association, nor the Official Contractor will be responsible for loss or damage to any property in storage, in transit to or from the exhibit building, or while in the exhibit building for any loss of income as a result of any reduced sales due to such loss or damage. All property of the exhibitor will be deemed to remain under the exhibitor's custody and control in storage, in transit to or from, or within the confines of the exhibit hall, even though it may at times be under the temporary control or direction of the Association or the Official Contractor.

**17. Music Licensing.** The exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to exhibitors including, but not limited to, any music performance agreement between the Association and ASCAP or BMI. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and present the Association with a copy of such license or grant no less than 30 days prior to the start of the show.

**18. Liability for Damages or Loss of Property.** Guard service is provided by the Association on a 24-hour basis from move-in through move-out. Notwithstanding the guard service provided by the Association for purposes of general security in the exposition premises, the exhibitor shall protect, indemnify, and hold harmless the Association, the exhibiting facility, and the Official Contractor from any and all liability, loss, damage, or expense by reason of any injury or injuries sustained by any persons or property or loss of property or income that might be derived therefrom occurring in or about the exposition premises or entrances thereto or exits therefrom, including that caused by or resulting from the negligence of the Association. The exhibiting facility shall not be responsible or liable for any injury, loss, or damage to any property or person brought in by the exhibitor or otherwise located in the exposition premises.

**19. Shipping Instructions.** Information on shipping methods and rates will be sent to each exhibitor by the Official Contractor. The exhibitor will ship, at his own risk and expense, all articles to be exhibited. The Official Contractor will provide storage for incoming freight, delivery to the booth, and removal, storage and return of empty crates, and removal and shipment of outbound freight. All charges are based on inbound weights. All shipments must be prepaid. The address on all crated shipments shall include the exhibitor's name and booth number(s).

Exhibit material cannot be received at the convention center prior to the show setup date. Such freight will be directed to and stored at the Association's designated freight handling and storage firm at the exhibitor's expense.

The exhibitor expressly agrees that any exhibit material remaining in the exhibit hall after the contracted move-out time has terminated or any damaged exhibits left behind may be removed and disposed of at the expense of the exhibitor and without liability to the Association or the Official Contractor.

**20. Failure to Occupy Space.** Any space not occupied at the convention center at 4 pm **Wednesday, May 6, 2009**, shall be forfeited by the exhibitor, and space may be resold, reassigned, or used by the Association without refund, unless a request for delayed occupancy has received prior approval by the Association.

**21. Fire Regulations.** No exhibitor shall use any flammable decorations or coverings, and all fabrics or other materials used shall be flameproof.

**22. Advertising Material.** The use or distribution of any souvenirs during the convention shall be subject to prior written approval by the Association. Such material shall be submitted to the Association for approval 60 days prior to the convention. Except as otherwise provided, the Association will not endorse, support, or be liable for the claims made by the exhibitors as to the qualities or merits of their products or services, and no advertising or mention will indicate, claim, or suggest such endorsement or support. All handouts must be distributed within the exhibit booths.

**23. Convention Program.** One (1) copy of the convention program/exhibits directory will be available to each exhibiting company at the exhibitors' registration area.

**24. Exhibit Space Floor Plan.** Every effort will be made to maintain the general configuration of the floor plan for this convention. However, the Association reserves the right to modify the plan, if necessary, as determined solely by the Association.

**25. Miscellaneous.** The Association shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors and this exhibition. Any and all matters not specifically covered herein are subject to decision by the Association. These terms and conditions may be amended at any time by the Association upon written notice to all exhibitors. The exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by the Association from time to time. This contract shall be interpreted under the laws of the United States and of the State of Illinois.

# Exhibit Space Application

## 28th Annual Meeting of the American Pain Society

Reserve your exhibit space by completing this form or going on line to [www.ampainsoc.org/meeting/annual\\_09/downloads/APS09Exhspace.html](http://www.ampainsoc.org/meeting/annual_09/downloads/APS09Exhspace.html) for a fillable form and submitting it along with your payment to APS.

**Exhibit Dates: May 7–8, 2009**  
**Conference Dates: May 6–9, 2009**  
**San Diego Convention Center • San Diego, CA**

We understand that space will be rented at the following rates:

10' x 10' (100 sq ft)	\$2,350
10' x 20' (200 sq ft)	\$4,700
20' x 20' island (400 sq ft)	\$14,100
20' x 30' island (600 sq ft)	\$18,800
20' x 40' island (800 sq ft)	\$23,500
30' x 30' island (900 sq ft)	\$28,200
40' x 30' island (1,200 sq ft)	\$37,600
40' x 40' island (1,600 sq ft)	\$47,000

We understand further that all space must be paid for in full by February 1, 2009. If assigned space is not paid in full by the specified date, it may be reassigned to another exhibitor at the option of the American Pain Society (APS).

We agree to abide by the Terms and Conditions printed on page 12, which are made part of this contract. This is not a binding contract until signed by the APS sales representative on behalf of APS.

Size Space \_\_\_\_\_ Rate \_\_\_\_\_

(Please print)

Firm name \_\_\_\_\_  
(exactly as you wish it to appear in printed Program Book and on exhibit ID sign)

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Phone \_\_\_\_\_

Fax\* \_\_\_\_\_

E-mail \_\_\_\_\_

Web Site \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**The signer of the application for exhibit space—or person designated below, if different—shall be the official representative of the exhibitor and shall have the authority to certify representatives and act on behalf of the exhibitor in all negotiations.**

This contract and related future mailings will be addressed to the signer (or designee indicated below, if different).

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

Address (if different) \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Fax\* \_\_\_\_\_

E-mail \_\_\_\_\_

\* I understand that by providing the fax numbers(s) listed above, on behalf of the company specified above, I am authorized and hereby consent for the company to receive faxes sent by or on behalf of APS.

After referring to the floor plan, indicate preferred booth numbers.

1st choice \_\_\_\_\_ 2nd choice \_\_\_\_\_

3rd choice \_\_\_\_\_ 4th choice \_\_\_\_\_

List companies that you would prefer not to be near. (We will try to accommodate requests, but can make no guarantees.)

\_\_\_\_\_

### Official Program Information

Please check **one** product category to be listed on the interactive floor plan:

- Pharmaceutical
- Medical Device
- Medical Equipment and Supplies
- Laboratory Testing
- Software
- Clinical Trial Management
- Business Management Services
- Education
- Recruitment
- Alternative Delivery Systems
- Other \_\_\_\_\_

You will be sent a form via e-mail to submit a description, as you want it to appear, for the Program Book and the listing on the APS Web site. This description is limited to 500 keystrokes (including spaces). Description may be edited to ensure consistency. To ensure that this description is included in the Program Book, it must be received no later than March 2, 2009.

### Make checks payable to the American Pain Society.

Please complete these three steps:

1. Fax the application form to 847/375-6465.
2. Make a copy of the form for your records.
3. Through February 1, 2009, return the form with a 50% deposit per space. After February 1, 2009, return the form with full payment.

**American Pain Society**

**Exhibit Office**

**PO Box 3781 • Oak Brook, IL 60522**

**847/375-4856 • Fax 847/375-6465**

**rnowak@connect2amc.com**

FOR APS USE ONLY:	
Booth number(s) assigned	_____
Total cost	\$ _____
Amount paid	\$ _____
Accepted: APS, by	_____
CC#	_____
Exp	_____
Check #	\$ _____ Date _____ Posted _____
Check #	\$ _____ Date _____ Posted _____