

Experience Exchange Application

American Pain Society Annual Scientific Summit

March 4-6, 2018 Disneyland® Hotel Anaheim, CA



RESEARCH
EDUCATION
TREATMENT
ADVOCACY

Confirm your participation by completing this fillable form and submitting it along with your payment to APS.

Experience Packages and Fees

For more information on pricing, please contact John Enright at 678.662.6198 or jenright@tradeshowlogic.com.

- _____ Fees: _____
- _____ Fees: _____
- _____ Fees: _____
- _____ Fees: _____
- _____ Fees: _____
- _____ Fees: _____

We understand that fees for the Experience Packages will be at the above rates. We understand that all fees must be paid for in full by February 5, 2018. If the Experience Package is not paid for in full by the specified date, it can be reassigned at the discretion of APS. We agree to abide by the Terms and Conditions printed on the reverse side, which are made part of this contract. This contract is binding upon receipt and acknowledgment by APS as stated in item 1.

Indicate the category of your company's products or services by making a selection below.

- | | |
|---|---|
| <input type="checkbox"/> Pharmaceutical | <input type="checkbox"/> Clinical Research |
| <input type="checkbox"/> Medical Device | <input type="checkbox"/> Publishing |
| <input type="checkbox"/> Medical Equipment and Supplies | <input type="checkbox"/> Business Management Services |
| <input type="checkbox"/> Laboratory/Diagnostic Testing | <input type="checkbox"/> Education |
| <input type="checkbox"/> Software | <input type="checkbox"/> Recruitment |
| <input type="checkbox"/> Clinical Trial Management | <input type="checkbox"/> Alternative Delivery Systems |
| <input type="checkbox"/> Technology | <input type="checkbox"/> Biology Kits and Reagents |
| <input type="checkbox"/> Lab Instruments | <input type="checkbox"/> Wearables |
| | <input type="checkbox"/> Mobile Apps |

Official Program Book Information

Describe in 50 words or fewer your company's products or services exactly as you want the information to appear. This description must be received by APS with the application to be included. (Descriptions may be edited slightly to maintain consistency.)

Please e-mail copy to cgiznik@americanpainsociety.org.

FOR APS USE ONLY

Booth Number(s) Assigned _____
Total Cost \$ _____
Amount Paid \$ _____

Company Information

This representative will be contacted for program book details and for future related mailings.

Firm Name _____
Exactly as you want it to appear in the printed program book and signage..

Address _____

City, State, ZIP _____

Phone _____

Fax _____

Website _____

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

Name _____

Title _____

E-mail _____

Signature _____

Billing Information

Contract will be addressed to the signer.
(or designee indicated below, if different from above)

Name _____

Title _____

Firm Name (if different from above) _____

Address _____

City, State, ZIP _____

Phone _____

Fax _____

E-mail _____

Please complete all three steps

1. Fax to 847.375.6479.
2. Make a copy for your records.
3. Return the original with a 50% deposit through January 16, 2018, and 100% of cost after February 5, 2018.

American Pain Society

PO Box 3781, Oak Brook, IL 60631
847.375.4715 - fax 847.375.6479

Payment Information

Amount \$ _____

Check # _____

Make checks payable to American Pain Society (APS Tax ID# 52-1180177)

Credit Card Type _____

Credit Cardholder Name _____

Credit Card Number _____

Credit Card Exp. Date _____

Experience Exchange Application

Terms and Conditions

1. Application and Eligibility. Application for Experience Exchange must be made on the printed form provided by The American Pain Society (hereinafter, "the Association"), contain the information as requested, and be executed by an individual who has authority to act for the applicant. The Experience Exchange 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. This contract is binding upon receipt and acknowledgment by the Association. Acknowledgment constitutes one or more of the following: Association confirmation letter or e-mail message, shared meeting information to company, receipt of decorator kit or information.

2. Payment Dates. No Experience Packages will be guaranteed until the Association receives full payment of the total fee, along with a signed contract. If full payment is not received by February 5, 2018, the Association will have the right to resell the assigned booth space. The company expressly understands and agrees that all amounts paid hereunder will be applied first to any outstanding obligations due the Association by the company, and then to the amounts due in accordance with this paragraph hereof, that any resulting balance must be paid within the time limits specified herein, and that the Association will have the right to cancel this agreement if the company is or becomes in arrears with respect to any outstanding obligation due the Association.

3. Cancellation of Booth Space. In the event that the company notifies the Association in writing of the company's intent to repudiate the contract after acceptance but prior to December 1, 2017, a full refund of monies received, minus a \$250 administrative fee, 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, 2017, and February 4, 2018. No refunds will be made or cancellations accepted after February 5, 2018.

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 nature—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 company shall be refunded to the company, less expenses incurred by the Association to the date of the termination allocable to the company after proration thereof among all companies.

4. Conduct of Experience Exchange. The advertisement or display of goods or services other than those manufactured, distributed, or sold by the company in the regular course of business and identified in this contract is prohibited. A company may not assign, sublet, or apportion all or any part of the contracted Experience Package, nor may a company permit the display, promotion, sales, or marketing of non-company products or services. Interviews, demonstrations, and distribution of literature or samples must be made within the booth area assigned to the company. Canvassing or distributing of advertising outside the company's Experience Package will not be permitted. All sales activities must be compliant with the FDA and OIG. There is no restriction on selling in the Experience Exchange provided that sales transactions may be conducted only within the company's own space. However, companies 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. Companies may serve or dispense food or beverages of any type with the consent of the Association. Helium balloons are not allowed in the facility. No part of the display, including products, is permitted outside the Experience Package. Products and furnishings should be arranged with the safety of the companies 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 contractor of the Experience Exchange as a whole. This applies to displays, literature, advertising novelties, souvenirs, conduct of persons, etc. No displays will be permitted which interfere with the use of, or impede access to, other displays or impede free use of the aisle.

5. 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/area name, name of the company, and outside contractor contact information 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/area in which they are working and will not be permitted to solicit on the floor or elsewhere in the Experience Exchange.

6. Hospitality and Entertainment. Hospitality suites or events sponsored by the company must be approved by the Association. No entertainment or programs may be scheduled to conflict with the Association's program hours, activity hours, or Experience Exchange 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 after receiving written approval from APS. Firms that have not purchased an Experience Package are not permitted to have hospitality functions. Any company violating this policy may be denied participation at future APS meetings.

7. Company Staff Registration. Registration of representatives will be included with the Experience Package provided that registrations are received by the Association by February 6, 2018.

After February 6, 2018, an on-site \$25 service fee will be incurred for the following:

- A. each name change
- B. each lost badge or name substitution.

Each company who registered in advance will have a printed company badge available at the registration area. The Experience Exchange Only badge will entitle registered company admission to the Experience Exchange area only. Companies must wear badges at all times—including during setup times, Exchange hours, and dismantling—in order to enter the Experience Exchange.

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

8. 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 companies. Operation of equipment being demonstrated may not create noise levels objectionable to neighboring companies.

9. Unacceptable Displays. The company 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 companies, 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 Experience Exchange regulations or any other provision of this contract. In the event the Association determines at any time that any display may or does violate this contract and the company is unable or unwilling to cure or correct such violation, the Association may terminate this agreement immediately and forbid erection of the display or may remove or cause the display to be removed at the company's expense, and the company hereby waives any claim for refund of the Experience Package or other damages arising out of such termination and/or display removal. Any company who is uncertain as to whether a display is in compliance with all applicable regulations and requirements should contact the Association.

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

Neither the 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 company will be deemed to remain under the company'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.

11. Music Licensing. The company represents and warrants that it shall comply with all copyright restrictions applicable to companies including, but not limited to, any music performance agreement between the Association and ASCAP or BMI. Company further represents and warrants that it shall obtain any additional license or grant of authority required of companies 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.

12. 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 Experience Exchange, the company 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 facility shall not be responsible or liable for any injury, loss, or damage to any property or person brought in by the company or otherwise located in the Experience Exchange premises.

13. Shipping Instructions. Information on shipping methods and rates will be sent to each company by the Official Contractor. The company will ship, at his own risk and expense, all articles to be displayed. 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 company's name and booth number(s).

Display material cannot be received at the facility prior to the Summit setup date. Such freight will be directed to and stored at the Association's designated freight handling and storage firm at the company's expense.

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

14. Failure to Occupy Space. Any space not occupied 1 hour prior to Experience Exchange opening, shall be forfeited by the company, and space may be resold, reassigned, or used by the Association without refund, unless a request for delayed occupancy has received prior written approval by the Association.

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

16. 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 companies 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 space or Experience Package area.

17. Convention Program. One (1) copy of the program book will be available to each participating company at the registration area.

18. Experience Exchange Floor Plan. Every effort will be made to maintain the general configuration of the floor plan for the Experience Exchange. However, the Association reserves the right to modify the plan, if necessary, as determined solely by the Association.

19. Miscellaneous. The Association shall have the sole authority to interpret and enforce all terms and conditions governing companies 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 companies. The company 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.