

Exhibit Space Application

American Pain Society 36th Annual Scientific Meeting

Exhibit Dates: May 17–19, 2017 | Meeting Dates: May 17–20, 2017

David L. Lawrence Convention Center | Pittsburgh, PA

Reserve your exhibit space by completing this fillable form and submitting it along with your payment to APS.



RESEARCH
EDUCATION
TREATMENT
ADVOCACY

Size Options

Medical Information Kiosk.	\$2,000
10' x 10' (100 sq ft).	\$2,750
10' x 20' (200 sq ft).	\$5,500
10' x 30' (300 sq ft).	\$8,250
20' x 20' island (400 sq ft).	\$20,000

We understand that space will be rented at the above rates. We understand that all space must be paid for in full by **February 15, 2017**. If assigned space is not paid for in full by the specified date, it can be assigned to another exhibitor 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.

Size of space _____ Rate _____

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

1st choice _____ 3rd choice _____

2nd choice _____ 4th choice _____

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

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

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

Official Program Book Information: Describe in 50 words or fewer the products or services to be exhibited 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 jmaginot@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 on the exhibit sign.)

Address _____

City, State, ZIP _____

Phone (_____) _____

Fax _____

Website _____

The signer of the application for exhibit space—or person designated, 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.

Name _____ (first) _____ (last)

Title _____

E-mail _____

Signature _____

Billing Information: This contract will be addressed to the signer (or designee indicated below, if different from above).

Name _____ (first) _____ (last)

Title _____

Firm name (if different from above) _____

Address _____

City, State, ZIP _____

Phone (_____) _____

Fax _____

E-mail _____

Please complete all three steps:

1. Fax to 888.374.7259.
2. Make a copy for your records.
3. Return the original with a 50% deposit per space through February 15, 2017, and 100% of cost after February 15, 2017.

American Pain Society, Professional Relations Department
8735 W. Higgins Road, Suite 300, Chicago, IL 60631
847.375.4873 • fax 888.374.7259

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 _____

Exp. _____

Exhibit Contract 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 research and the professional education of those individuals attending the Association's 2017 Annual 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. Upon receipt and acceptance of application by Association, this application shall constitute a contract. Acceptance constitutes one or more of the following: applicant's receipt of Association confirmation letter or e-mail message, shared conference information to exhibitor, receipt of decorator kit or information.
 2. **EXHIBIT BOOTH PRICE.** Prices per 10' x 10'—\$2,750; 10' x 20'—\$5,500; 10' x 30'—\$8,250; 20' x 20'—\$20,000; Medical Science Kiosk—\$2,000. This includes discounts earned on advertising in the exhibit program book, a uniformly styled draped booth, an identification sign, a listing in the conference program, and exhibitor badges for four (4) preregistered company representatives per paid 10' x 10' booth, which admit them to the exposition area at no charge. Badges for spouses are charged against this four-badges-per-booth allotment.
 3. **PAYMENT DATES.** No booths will be guaranteed until the Association receives full payment of the total booth fee, along with a signed application and such application is accepted by Association. If full payment is not received by February 15, 2017, the Association will have the right to resell the assigned booth space and the cancellation terms outlined below shall apply. 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 contract if the exhibitor is or becomes in arrears with respect to any outstanding obligation due the Association.
 4. **CANCELLATION OF BOOTH SPACE.** If the exhibitor notifies the Association in writing of the exhibitor's intent to cancel the contract after acceptance but prior to November 15, 2016, a full refund of monies, minus a \$500 administrative fee, will be made. If APS receives a written request for cancellation of space between November 15, 2016, and February 15, 2017, the exhibitor will be liable for fifty percent (50%) of the full price of said exhibitor's booth space. No refunds will be made after February 15, 2017. In the event of cancellation by an exhibitor at no time can the cancellation fee be considered a donation or be recognized as support of the Association.
- 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 December 1, 2016, according to the date on which the contract and deposit are received, the availability of the requested area, amount of space requested, special needs, and compatibility of the exhibitor's products with the Association's aims and purposes.
- 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 carpeting, one skirted table, two chairs, and draped material on aluminum framework with a back wall that is 8 ft. high (unless noted on floor plan), side rails that are 36 in. high, and an identification sign that is 7 in. x 44 in. 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. (unless noted on floor plan). In the remainder of the booth, all display material or equipment shall not exceed 42 in. in height without written approval from the Association.
 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. All sales activities must be compliant with the FDA and OIG. Canvassing or distributing of advertising outside the exhibitor's own booth will not be permitted. There is no restriction on selling on the exhibit floor provided that sales transactions may be conducted only within the exhibitor's own booth. Exhibitors are responsible for compliance with local, state and federal tax regulations for sales which 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 exhibit facility. 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. Photography is restricted to the confinement of your exhibit space.
8. **INSTALLATION/DISMANTLING.** Installation. All exhibits must be set up by 3 pm, Wednesday, May 17, 2017, without exception. Assembly of exhibits during regularly scheduled exhibit hours will not be permitted. At 3 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 3 pm.
 - Dismantling.** The official closing time of the exhibits is 10:45 am on May 19, 2017. All exhibit material must be packed and ready for removal from the exhibit area no later than 4 pm on May 19, 2017. No packing of equipment or literature or dismantling of the exhibits is permitted until closing time. Any company violating this regulation will be fined \$200 and may be denied exhibit space at any future Association conferences.

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 60 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, and labor.
 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 exhibition 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 in writing. No entertainment may be scheduled to conflict with the Association's program hours, activity hours, or exhibit hours. The Association has blocked suites at the hotel that will be available on a first-come, first-served basis. Please complete the Ancillary Room Request Form available on the APS website. Firms that are not exhibiting or are not Corporate Council members are not permitted to have hospitality functions.
 12. **EXHIBIT STAFF REGISTRATION.** Prior to April 21, 2017, registration of four (4) representatives (inclusive of spouses) per paid 10' x 10' booth will be complimentary, provided that registrations are received by the Association before April 21, 2017. There will be a \$25 charge for the registration of each additional booth representative who exceeds the 4-per-booth allotment.
- After April 21, 2017, an onsite \$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 exhibit facility. 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 the APS website.
 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 contract 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 shall 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 exhibition.
 18. **FDA REGULATIONS.** Exhibitors shall comply with all applicable U.S. Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and pre-approved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses. Any product not FDA-approved for a particular use or not commercially available in the U.S. may be exhibited only if accompanied by easily visible signs indicating the status of the product. Exhibitors shall have available at their exhibit space a letter from the FDA that describes the allowable use of any drug or device exhibited.

19. **AMERICANS WITH DISABILITIES ACT.** The exhibitor shall ensure that its booth and its promotional materials and activities comply with the Americans with Disabilities Act so as to allow persons with disabilities equal access to goods and services.
 20. **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 exhibit facility, and the Official Contractor from and for 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 Association and exhibit 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. The terms of this provision shall survive the termination or expiration of this contract.
 21. **INDEMNIFICATION.** The exhibitor agrees that it is responsible for the defense and payment of any and all claims, demands and suits on account of any alleged injuries, death or other loss by individuals, or damage to property or other loss, to any party occurring in the exhibit facility or elsewhere because of the acts or omissions of the exhibitor, its employees or agents, licensees, guests or contractors. The exhibitor agrees to defend, indemnify and hold harmless the Association, the exhibit facility, and their respective owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "Indemnitees"), from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interests, attorneys' fees, and all other costs, fees, expenses and charges which any Indemnitee, its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the exhibitor, its officers, directors, employees, agents, contractors, or any other person or organization hired by the exhibitor. The term of this section shall survive the termination or expiration of this contract.
 22. **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 exhibit facility prior to the exhibition setup dates. 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.
23. **FAILURE TO OCCUPY SPACE.** Any space not occupied at the exhibit facility by 3 pm, Wednesday, May 17, 2017, 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 in writing.
 24. **FIRE REGULATIONS.** No exhibitor shall use any flammable decorations or coverings, and all fabrics or other materials used shall be flameproof.
 25. **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.
 26. **CONVENTION PROGRAM.** One (1) copy of the program book will be available to each exhibiting company at the exhibitors' registration area.
 27. **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. The Association shall reserve the right to change booth assignments at the Association's discretion.
 28. **PHOTOGRAPHY.** The Association occasionally has photographs of exhibitors and their booth personnel taken during the exhibition and uses such photographs in its promotional materials. By virtue of the exhibitor's participation in the exhibition, the exhibitor, on behalf of its booth personnel, automatically agrees to usage of its booth personnel's likeness in such materials with no remuneration to exhibitor or to its booth personnel.
 29. **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 and such decision shall be final. 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 from time to time. This contract shall be interpreted under the laws of the United States and of the State of Illinois and any disputes shall be heard only in courts located in Cook County, Illinois.
 30. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE ASSOCIATION, EXHIBIT FACILITY, AND THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "EXHIBITION PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY Hired BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOSS PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION OR FOR ANY CLAIM BY THE EXHIBITOR, EVEN IF ANY OF THE EXHIBITION PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT EXHIBITION PARTIES' SOLE AND MAXIMUM LIABILITY TO THE EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. THE EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE EXHIBITION PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY EXHIBITION PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.