

# ASCA 2017 SPONSOR & EXHIBITOR RULES

## SPONSOR & EXHIBITORS AGREE TO ABIDE BY THE FOLLOWING RESTRICTIONS:

1. Display Arrangements/Booth Apparatus—ASCA reserves the right to restrict exhibits, which, because of noise, odors, methods of operation, or any other reason, become objectionable, otherwise detract from or are out of keeping with the character of the exhibition as a whole. This reservation includes persons, gaming devices, things, live animals, printed material and conduct.
2. ASCA reserves the right to approve, prohibit and/or restrict the distribution of any promotional and/or giveaway items.
3. No two exhibitors of different ownership can share a single booth space. The exhibitor may not divide or sublet the whole or any portion of his or her rented space.
4. The booth rental is for display purposes. Any order taking and selling of products is strictly prohibited.
5. If applicable, the exhibitor may not promote any products for uses other than those that have been approved by the U.S. Food and Drug Administration.
6. No equipment can be removed during the conference without written permission from ASCA.
7. The exhibitor agrees to comply with applicable federal, state and local laws.
8. The exhibitor shall secure any and all necessary licenses for (a) any performances, displays or other uses of copyrighted works or inventions: and (b) any use of a name, likeness, signature, voice impression or other intellectual property used directly or indirectly by the exhibitor.
9. Products, circulars, publications and advertising matter must be confined to, and may only be distributed and/or operated within, the assigned booth space.
10. Nothing shall be posted on, tacked on, nailed to, screwed into or otherwise attached to columns, walls, floors or other parts of the building or furniture.
11. Signs, rails, etc., will not be permitted to intrude into or over aisles.
12. No gummed surface or pressure-sensitive labels, self-adhesive stickers/labels or advertising stickers will be permitted.
13. Exhibitor/Sponsor shall not conduct outside activities that are likely to take attendees from the program and/or exhibit functions.
14. All booth personnel will be required to wear the official conference badge issued at registration. Badges and registration materials will be distributed only to registered personnel. Exhibitor/Sponsor may not exchange, deface, mark or alter the badge in any manner.
15. Any oral or written communication indicating or suggesting that ASCA endorses or approves of the

exhibitor's products or services is prohibited and is grounds for closing of a booth with no refund of fees to the exhibitor.

16. No music of any kind is allowed at exhibit booths.
17. The exhibitor agrees to treat all attendees with courtesy and not to discriminate against any person for any reason. ASCA reserves the right to remove any exhibitor whose personnel discriminate against any persons in any manner.
18. ASCA reserves the right to make changes to these rules, and will provide a copy of any changes to the exhibitor prior to or upon their effective date to allow exhibitor the opportunity to object or cancel its participation. Any matters not specifically covered herein are subject to decision by ASCA. ASCA reserves the right to make such changes, amendments and additions to these rules as are considered advisable for the proper conduct of the exhibit with the provision that all exhibitors will be advised of any such changes.
19. ASCA 2017's education activities are provided and paid for by the Ambulatory Surgery Center Foundation. Financial support of ASCA 2017 is used solely to promote and market the meeting, provide attendees with food and comfort, and facilitate planned educational opportunities. Financial support from vendors has not been used to influence the planning of the education sessions and cannot be given on the condition of interfering with the planning of any ASCA 2017 presentation.

## LIABILITY AND INSURANCE

1. The exhibitor is advised to carry floater insurance to cover exhibit materials against damage and loss and public liability insurance against injury to persons and property of others. All property of the exhibitor is understood to remain under his custody and control in transit to and from all confines of the hall, subject to the rules and regulations of ASCA.
2. The exhibitor agrees to protect, save and keep ASCA and the Gaylord National Resort & Convention Center forever harmless from any damage or charges for violation of any law or ordinance, whether caused by the exhibitor and its agents and employees or those holding under the exhibition, except that the foregoing shall not apply to injury, loss, damages or charges caused by or resulting from the negligence or willful misconduct of ASCA or the Gaylord National Resort & Convention Center. Further, the exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of exhibitor's activities on the Gaylord National Resort & Convention Center premises and will indemnify, defend and hold harmless ASCA, the Gaylord National Resort & Convention Center, its owner and its management company, as well as their respective agents, servants and employees from any and all such losses, damages and claims.
3. ASCA will exercise reasonable care for the protection of exhibitor materials and displays.

However, the exhibitor, on signing this contract, expressly releases ASCA and the Gaylord National Resort & Convention Center, and agrees to indemnify same against any and all claims for such loss, damage or injury, except that the foregoing shall not apply to injury, loss, damages or charges caused by or resulting from the negligence or willful misconduct of ASCA or the Gaylord National Resort & Convention Center. Exhibitors desiring to carry insurance on the display, products, etc., will obtain it at their own expense.

4. Should the premises in which ASCA meeting is to be held become, in the sole judgment of ASCA, unfit for occupancy, or should the meeting be materially interfered with by reason of action of the elements, strike, picketing, boycott, embargo, injunction, war, riot, emergency declared by a government agency or any other act beyond the control of ASCA, the contract for exhibit space may be terminated. ASCA will not incur liability for damages sustained by exhibitors as a result of such termination. In the event of such termination, the exhibitors expressly waive such liability and release ASCA of and from all claims for damages and agree that ASCA shall have no obligation except to refund the exhibitor's share of the aggregate amounts received by ASCA as rental fees for booths after deducting all costs and expenses in connection with such exhibits and such deductions being hereby specifically agreed to by the exhibitor.

## EXHIBIT SETUP AND TEARDOWN

The exhibitor agrees to install and dismantle his or her exhibit booth during the dedicated setup and teardown times as outlined by ASCA. *Any exhibitor who chooses to dismantle outside of the dedicated teardown times will be prohibited from signing up for exhibit space at next year's meeting until 30 days from the meeting date.* Installation and dismantling is the responsibility of the individual exhibitor. All personnel representing the exhibitor on the exhibition floor during installation and dismantling must be identified with an official ASCA exhibitor badge.

## CANCELLATION POLICY

Exhibitors who cancel their exhibit booth space before December 31, 2016, will be refunded the amount paid minus a \$250 administration fee. Exhibitors who cancel between January 1, 2017 and February 1, 2017 will be refunded the amount paid minus a \$500 administration fee. No refund will be issued for exhibitors who cancel after February 1, 2017. Additionally, exhibitors who have not supplied the necessary badge and/or furnishing information by the published deadline dates are subject to cancellation without refund. Sponsorships are nonrefundable.

**Note:** All cancellations must be submitted to ASCA in writing at the address on the contract page, via email or fax, by the applicable dates. Sponsorships are nonrefundable. *Exhibitors who choose not to cancel their exhibit space, but also do not exhibit will be prohibited from signing up for exhibit space at next year's meeting until 30 days from the meeting date.* ASCA reserves the right to revise the floor plan and to relocate exhibit space at any time.