



# EXHIBITOR AGREEMENT FORM (Page 2)

36th ANNUAL MEETING NESPS ♦ October 4-6, 2019 ♦ The Fairmont Hotel, Pittsburgh, PA

The Northeastern Society of Plastic Surgeons and its authorized representatives are hereinafter referred to as "Show Management."

**1. PAYMENT AND REFUNDS.** Applications submitted prior to June 7, 2019 must be accompanied by a deposit in the amount of 50% of the total commitment. The balance of the space rental charge will become due and payable on or after June 7, 2019. Applications submitted after June 7, 2019 must be accompanied by payment IN FULL. Applications received without such payment will be processed but space assignments will not be made.

If Show Management receives a written request for cancellation of space on or before June 8, 2018, the exhibitor will be liable for a 25% processing fee. For cancellations received after June 7, 2019, no refunds will be issued.

It is expressly agreed by the exhibitor that in the event he fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by him for his space reservation, regardless of whether or not the Show Management enters into a further lease for the space involved.

**2. SPACE RENTAL AND ASSIGNMENT OF LOCATION.** Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.

**3. USE OF SPACE, SUBLETTING OF SPACE.** No exhibitor shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted.

Exhibitors must show only goods manufactured or dealt by them in the regular course of business. Should an article of non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

**4. EXHIBITORS AUTHORIZED REPRESENTATIVE.** Each exhibitor must name one person to be his representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, children sixteen (16) years of age and under will not be admitted to the exhibit halls at any time.

**5. INSTALLATION AND REMOVAL.** Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Installation of all exhibits must be fully completed by the opening time of the exposition.

Any space not claimed and occupied three hours prior to opening, may be resold or reassigned without refund. No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the Show.

**6. ARRANGEMENT OF EXHIBITS.** Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition.

Exhibitor Plan Review. Booth construction plans and layout arrangements for first-time exhibitors, exhibits in peninsula or island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

**7. EXHIBITS & PUBLIC POLICY.** Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. Electrical wiring must conform to the National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at exhibitor's expense.

Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will be made available for such purpose. If unusual equipment or machinery is to be installed or if appliances that might come under fire codes are to be used the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City and State fire regulations.

Independent contractors must conform to IAEE, ESCA and ED&PA guidelines. All exhibitor labor must comply with established labor jurisdictions.

**8. STORAGE OF PACKING CRATES AND BOXES.** Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period, but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Because of the lack of storage facilities, it may be necessary to store empty crates and cartons outside the building. Every effort will be made to protect the crates from the elements, but neither Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. Exhibitors will be billed by Show Contractors for removal time and materials at prevailing rates.

**9. OPERATION OF DISPLAYS.** Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, are determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so-called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Direct Sales. No retail sales are permitted within the exhibit area at any time, but orders may be taken for future delivery.

Contests, Drawings & Lotteries. All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the exposition.

Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor's booth space. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Live Animals. Live animals are prohibited.

Models. Booth representatives, including models or demonstrators, must be properly and modestly clothed. Excessively revealing attire is prohibited.

Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens.

**10. SOCIAL ACTIVITIES.** Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management.

**11. INSURANCE.** Exhibitor, Northeastern Society of Plastic Surgeons and the Hotel agree to obtain and maintain throughout the term of the Event, insurance of such types and in such amounts as a reasonably prudent company in their respective industries would obtain and, upon request, each agrees to provide the other with evidence of such insurance at a minimum Commercial General Liability Insurance of at least \$2,000,000 and name NESPS, Fairmont Hotel, and FRHI Holdings Limited and its subsidiaries as additional insured.

**12. INDEMNIFICATION.** Each party agrees to indemnify, defend and hold harmless the other party and each of its directors, officers, employees operator and agents (collectively, the "Indemnitees" and individually, an "Indemnitee") from and against all liabilities, losses, claims, demands, damages, costs and expenses (including but not limited to reasonable legal fees and disbursements) suffered or incurred by an Indemnitee and arising as a direct result of any claim proceeding, civil, criminal or administrative action, inquiry, suit, or legal action instituted against an Indemnitee in respect of the Event and arising as a direct result of the negligence, fraud or willful misconduct of the party or any of its directors, officers, employees, operator and agents. Such indemnity shall not apply to the extent that an Indemnitee is claiming indemnity for its own negligence, fraud or willful misconduct.

The foregoing is not intended to modify any rights or obligations of the parties as set in the applicable inkeepers' legislation.

To the fullest extent permitted by law, the Exhibitor agrees to protect, indemnify, defend and hold harmless the NESPS, the Hotel, and the Hotels Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, "the NESPS and Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "claims"), arising out of or relating to the event that is the subject of this Agreement to the extent such claims are caused by the negligence, gross negligence or intentional misconduct of the Exhibitor, its employees, agents, contractors, attendees; provided, however, that nothing in this indemnification shall require the Exhibitors to indemnify the NESPS and Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the NESPS and Hotel Indemnified Parties.

To the fullest extent permitted by law, NESPS and the Hotel agrees to protect, indemnify and hold harmless the Exhibitor, its owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Exhibitors Indemnified Parties"), from and against any and all Claims arising out of or relating to the Event that is the subject of this Agreement to the extent such Claims are caused by the negligence, gross negligence or intentional misconduct of the NESPS and the Hotel; Provided, however, that nothing in this indemnification shall require NESPS and/or the Hotel to indemnify any of the Exhibitors Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Exhibitors Indemnified Parties.

The Party found to be at fault or responsible for any Claim will be required to indemnify the other party as provided in this section. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of any Claim, expenses will be allocated proportionately based upon the amount paid by each party.

**Property Damage.** Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Exhibitor expressly waives any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage

**13. CARE OF BUILDING AND EQUIPMENT.** Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and décor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

**14. AMERICANS WITH DISABILITIES ACT.** Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless Show Management and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

**15. OTHER REGULATIONS.** Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management.

**SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATION, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**

AUTHORIZED SIGNATURE

DATE

NAME

TITLE