

ASCPT 2019 ANNUAL MEETING

These rules and regulations are a bona fide part of the contract for exhibit space with the American Society for Clinical Pharmacology and Therapeutics, hereinafter referred to as ASCPT, for the Exposition. ASCPT and its authorized representatives are hereinafter referred to as "Show Management." Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well being of the Show. Each exhibitor, for himself/herself, exhibitor employees, and exhibitor contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit, which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct.

Eligibility: The technical exhibit area is open to exhibitors whose products or services are both scientific and/or commercial and must be for use in or related to clinical pharmacology and therapeutics and translational science.

FDA Compliance: ASCPT requires that all exhibitors must be in compliance with FDA regulations regarding all products or devices regulated by the FDA. ASCPT reserves the right to refuse applications of concerns not meeting standards required or expected, as well as the right to curtail exhibits or parts of exhibits that reflect against the character of the meeting. ASCPT's decision and interpretation shall be accepted as final in all cases.

1. PAYMENT OF SPACE. Payment is due in full with application.

2. CANCELLATION AND REFUNDS. All cancellations or reductions of booth space must be received in writing by Show Management by the applicable deadlines. CANCELLATION POLICY: All requests for cancellation or reduction of space must be received in writing. If Show Management receives a written request for cancellation or reduction of space on or before December 20, 2018, the exhibitor will be eligible for a full refund minus a \$1000 administrative processing fee. No refunds will be made after December 20, 2018.

It is expressly agreed by the exhibitor that in the event the exhibiting company fails to pay the space rental charge at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning the use of exhibit space, Show Management shall have the right to reassign the confirmed booth location 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 the exhibiting company for space reservation, regardless of whether or not Show Management enters into a further lease for the space involved.

In case the exposition shall not be held for any reason whatsoever, then and thereupon, the rental and lease of space to the exhibitor shall be terminated. In such case the limit claim for damage and/or compensation by the exhibitor shall be the return to the exhibitor of the prorated amount already paid for space for this specific event.

3. 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.**

4. 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 in by them in the regular course of business. Should an article of a 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.

5. EXHIBITORS AUTHORIZED REPRESENTATIVE. Each exhibitor must name one person to be the 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, persons under the age of twenty-one (21) will not be admitted to the exhibit halls during installation and dismantling.

6. 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. Any space not claimed and occupied three (3) hours prior to the published Show opening time, may be resold or reassigned without refund.

Exhibits must be staffed during all Show hours and may not, to any extent, be dismantled before the Show closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

7. ARRANGEMENT OF EXHIBITS. Each exhibitor is provided an Official Exhibitor Services Kit. The Exhibitor Services 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 Services Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Services Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. Exhibits not conforming may be dismantled or modified, at cost to the exhibitor, at the sole judgment and discretion of Show Management.

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.

8. EXHIBITS & PUBLIC POLICY. Each exhibitor is charged with knowledge of all State, County, and City 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.

No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice or neglect by the exhibitor shall be payable by 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.

Exhibitors must comply with City and State fire regulations. All booth decorations including carpeting must be flameproofed and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Electrical equipment and wiring must conform with 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 the exhibit as may be irregular, and effect the removal of same at exhibitor's expense.

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. Independent contractors must conform to IAEE, ESCA and ED&PA guidelines and must be signatory to a current local collective bargaining agreement.

9. STORAGE OF PACKING CRATES AND BOXES. Unattended freight in any display space as of one hour prior to Show opening will be removed and stored at the exhibitor's sole risk and expense. 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 crates and boxes.

Crates and boxes 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, boxes and exhibit material 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 for 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 the service contractor for removal time and materials at prevailing rates. Neither Show Management, the service contractor, nor the exhibit facility shall assume any liability whatsoever for loss or damage.

10. OPERATION OF EXHIBITS. 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, is 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.

Alcoholic Beverages. Exhibitors may not serve alcoholic beverages in the exhibit hall except with the written permission of Show Management.

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

Contests, Drawings and 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. 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. Shopping bags are prohibited and literature bags shall not exceed a size of 16" x 18".

Copyright Licensing. Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless ASCPT, Show Management, and facility against cost, expense, or liability which may be incident to, arise out of or be caused by Exhibitor's failure to obtain requisite license.

Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, 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. Show Management shall be the sole judge of what constitutes appropriate sound levels.

Live Animals. Live animals are prohibited.

Booth Representatives. Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited.

Irregular Activities. All giveaway items with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and the exhibitor's product must be submitted for approval to Show Management three (3) weeks prior to the opening of the exposition. Noisemakers of any kind will not be permitted. All exhibitors distributing approved "stick-ons" may not place the "stick-ons" on the attendees' badges.

Scientific Posters: Exhibitors are not allowed to display scientific posters within their booth space or anywhere throughout the meeting space. All posters must be submitted through the proper ASCPT channels and undergo review and approval by appropriate ASCPT leadership.

11. SOCIAL ACTIVITIES. Any social function or special event planned by an exhibiting company, to take place during the ASCPT Annual Meeting, must be pre-approved by ASCPT. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and exposition activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by ASCPT and/or Show Management. Distribution of exhibitor materials is not permitted to attendee sleeping room doors, ASCPT meeting rooms or anywhere else in the hotel and/or exhibit facility except in the specified booth space.

12. LIABILITY AND INSURANCE. All property of the exhibitor remains under the exhibitor's custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither ASCPT and Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand the exhibitor may have against any of them by reason of any damage to or loss of any property of the exhibitor. Exhibitor agrees to be fully responsible to pay for any and all damages to property owned by the hotel or their owners or managers, which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, the hotel, American Society for Clinical Pharmacology and Therapeutics, and their respective owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include, without limitation, all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, Hotel or any part thereof.

13. INDEMNIFICATION. Exhibitor agrees that it will indemnify and hold and save ASCPT and Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against ASCPT and Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of ASCPT and Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of ASCPT and Show Management. Exhibitor covenants and agrees that in case ASCPT and Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by or imposed upon ASCPT and Show Management by virtue of any such litigation.

Property Damage. ASCPT and Show Management shall not be responsible for any loss of or damage to property of the Exhibitor, 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 ASCPT and Show Management with respect to any such loss or damage. Accordingly, it shall be the responsibility of Exhibitor to secure its own insurance or otherwise protect itself and its property against such loss or damage.

Use of Certain Property. Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless ASCPT, Show Management and their officers, directors, members, agents, and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees, and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

14. WAIVER. ASCPT and Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by ASCPT and Show Management. No delay or omission by ASCPT and Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of such rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

15. ATTORNEYS' FEES. Should ASCPT and Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement, or to protect in any manner its interest or interests under this agreement, ASCPT and Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

16. 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 ASCPT, 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.

17. OTHER REGULATIONS. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of ASCPT and Show Management. **ASCPT AND SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, 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 ASCPT AND SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**