



# Exhibit space application and contract

Association of Surgical Technologists Annual Meeting • May 25-29, 2010

Gaylord Texan—Longhorn Exhibit Hall E • 1501 Gaylord Trail, Grapevine, TX 76051

Company name (how it will appear in the handbook and online) \_\_\_\_\_

Contact name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_ Website \_\_\_\_\_

40 Word description (this will be displayed in the handbook) \_\_\_\_\_

### Exhibit Dates and Times:

*Setup:*

Wednesday, May 26—2 to 7 pm

Thursday, May 27—8 am to noon

*Show Hours:*

Thursday, May 27—1 to 4 pm

Friday, May 28—11 am to 2 pm

*Move out:*

Friday, May 28—2 to 6 pm

### Booth options:

- 10' x 10'
- Multiple of 10' x 10' (10' x 20', 10' x 30', etc)
- Corner (additional \$50)

Special instructions/requests: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Booth Location:** Indicate below your preferred space numbers from the floor plan in the prospectus. The preferences given for booth location are for guidance and not guaranteed by AST. Space assignment will be made on the basis of First-come, First-Serve with payment-in-full. You will receive your booth assignment via email as soon as your application is processed.

Go to [www.ast.org](http://www.ast.org) (Ads/Exhibits>Exhibit/Media Kit) for the current floorplan availability.

1st choice: \_\_\_\_\_ 2nd choice: \_\_\_\_\_

3rd choice: \_\_\_\_\_ 4th choice: \_\_\_\_\_

### Additional Exhibitor Opportunities:

- Drawings/Giveaways
- Tote bag inserts
- Sponsorships (please inquire with Teri Yarborough for a full list of these items)

**Application Fees and Deadlines:** The charge for the both space is \$1460 per 10'x10' booth, due upon receipt of application. An additional charge of \$50 is added for a corner location. If you cancel or reduce your space before February 1, 2010, your deposit will be refunded, less a 10% administrative fee. AST must receive your written notice of cancellation or reduce space before February 1, 2010. Email application to [teri.yarborough@ast.org](mailto:teri.yarborough@ast.org)

All provisions in the Exhibitor Prospectus and any written agenda to the rules and regulations apply to this contract. **Each exhibiting company is responsible for ensuring that all its representatives are aware of the provisions.**

The Exhibitor and its employees agree to abide by the Exhibit Rules and Regulations in the Exhibitor Prospectus for the 2010 Association of Surgical Technologist Annual Conference, all of the terms of which are made a part hereof by this reference and fully incorporated herein, receipt of which is hereby acknowledged, and to all the conditions under which exhibit space at the Gaylord Texan is leased to the Association of Surgical Technologists.

**I have read and agree to all Exhibit Space Contract Rules & Regulations.**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

*(required by exhibiting company)*

Typed or Printed Name \_\_\_\_\_ Title \_\_\_\_\_

<p>Credit Card Charge Preferred: <input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> Amex</p> <p>Number _____ Exp Date _____</p> <p>Name as it appears on card: _____</p> <p style="text-align: right;">Amount to be billed: _____</p>
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**Exhibitor Registration:** In addition to executing this contract, **all Exhibitors must be pre-registered.** Badges will be given to registered Exhibitors at the Exhibitor registration desk during the Conference at specified times (to be announced) only. Online registration instructions will be emailed to exhibit contract contact person.

**Hotel Accommodations:** AST has reserved a block of rooms at The Gaylord Texan. **To take advantage of these great rates, reserve your room now.** Reservations must be received before April 15, 2010. In the event that the rooms have sold out, AST cannot guarantee that space will be available at these low rates. Phone toll free 817-778-2000; or reserve your room online by visiting the AST web site, [www.ast.org](http://www.ast.org) and clicking the 2010 AST Conference Logo and then click the link, which says Airline Hotel, Car, and Entertainment Rates and Restaurants. When making reservations by phone, be sure to mention the code 'AST' or Association of Surgical Technologists. A one-night deposit is required to guarantee reservations.

**Booth Description:** As an Exhibitor, you must provide AST with a description of the products or service you intend to present at your booth(s) to ensure inclusion in the Conference Program Guide.

**Official Contractor:** The official contractor is GES Exposition Services. Customer Service phone number: 800-475-2098. Email: [servicenter@gesexpo.com](mailto:servicenter@gesexpo.com) The contractor's exhibitor kit will be online at [www.ast.org](http://www.ast.org), click on Ads/Exhibits.

**Questions:** If you have questions or need more information, please contact:

Teri Yarborough  
Sales and Communications Executive  
Association of Surgical Technologists  
6 West Dry Creek Circle  
Littleton, CO 80120-8031  
Phone: (303) 325-2509 direct or  
Toll-Free: (800) 637-7433 ext.2509  
Fax: (303) 804-2280 direct  
E-mail: [teri.yarborough@ast.org](mailto:teri.yarborough@ast.org)

## EXHIBIT RULES AND REGULATIONS

*The AST Annual National Conference is presented by the Association of Surgical Technologists, Inc., a not-for-profit corporation. The purpose of the exhibits is to complement the educational sessions by enabling attendees to see, hear, examine, question, and evaluate the latest developments in equipment, supplies, and services available for use in the health care field.*

**Eligibility:** Those eligible to exhibit at the Conference are limited to those whose products and services are directly related to the health care field on a space available basis. AST reserves the right, in its sole discretion, to determine the eligibility of an Exhibitor for inclusion in the Conference, either before or after the execution of the enclosed contract. AST reserves the right to restrict participation in the AST Conference by any Exhibitor.

**Interpretation of Regulations:** All matters and questions not covered by these regulations are subject to final decision by AST. These regulations may be amended from time-to-time by AST, and all such amendments shall be binding on all par-

ties. The term "AST" used herein or in subsequent regulations and communication shall mean the Association of Surgical Technologists and, as the context may require, its directors, officers, committee members, agents, or employees who are duly acting for AST in the management of the conference and exhibition.

**Assignment of Booth Space:** Booth space will be assigned on a first-come, first-served basis with application/contract and payment-in-full only. Corner booths are limited to those shown on the floor plan in the prospectus.

**Refunds:** If cancellation of space is made after or on February 1, 2010, there will be no refund.

Any reduction of space by the Exhibitor after February 1, 2010 may, at AST's sole discretion, result in forfeiture, as liquidated damages and not as a penalty, of monies paid and owed for the amount of space by which an assigned exhibit area is reduced. AST must receive all notices of cancellation or reduction in space in written form on or before February 1, 2010.

Acknowledgment of the receipt of a contract or negotiation of the appropriate payment instrument by AST does not constitute an unconditional acceptance of this contract. In such instances where a contract is not accepted by AST, AST will refund any monies received.

**Floor Plan Arrangements:** AST, in the event of conflicts regarding space requests or conditions that are beyond its control, reserves the right to rearrange the floor plan at any time. AST may also relocate any exhibit at any time with the understanding that, if the Exhibitor does not agree with such a relocation, the Exhibitor's full pay-

ment for the original exhibit space may be refunded.

Any space not claimed and occupied, for which no special arrangements have been made prior to two hours before the start of exhibits on May 27, 2010, may be resold or reassigned by AST without obligation on the part of AST for any refund whatsoever.

### **Installation/Setup, Opening, and Dismantling:**

Each Exhibitor will complete arrangements for removal of its exhibit and all related materials from the Gaylord Texan or by 10 pm on May 28, 2010, will be shipped by a carrier selected by the official drayage contractor at the Exhibitor's expense.

### **Subletting of Space: Exhibitors may not assign, sublet, or apportion to others the whole nor any part of the space allotted, and may not advertise or display goods or services other than those manufactured, sold, or provided by them in the regulatory course of their business.**

However, Exhibitors may use equipment or the product of another Exhibitor in their booth for the purpose of better product presentation of their own product, but may not give credit to that manufacturer.

### **Contractor Services:**

AST or the official contractor will designate contractors to provide various services to the Exhibitors. Such contractors will provide all Exhibitors services other than supervising the erection of the exhibit. The Exhibitor shall provide only the material and equipment that it owns and is to be used in the exhibit space. All other items used on or with the booth are to be provided by AST designated contractors. Exception to the foregoing will be considered by AST on a case by case basis. An exception will be granted by AST only if it will not interfere with or prejudice the orderly setup, interim services, or dismantling of the exhibition. Such determination is solely at AST's discretion. An exception will not be granted if it is inconsistent with any commitments

made or obligations assumed by AST in any contract with service contractors, or in its lease with Gaylord Texan electrical, plumbing, telephone, drayage, and rigging, no exception will be made and the contractor designated by AST must be used. Any Exhibitor using the labor service of other than that provided through the official service contractor must provide AST with the following information by March 1, 2010:

- Name and address of contractor
- Name and address of supervisor to be in attendance
- A certificate of insurance naming AST as an additional insured
- A statement that such contractor will comply with all rules and regulations of the show, including observance of local labor rules and regulation.
- Assurance that the nonofficial contractor will be responsible to the AST official service contractor as pertains to move-in and move-out scheduling.

Labor other than that furnished by permanent employees of the designated contractor and/or the Exhibitor should be obtained through the official service contractor. All employees, representatives, or agents representing the Exhibitor must be fully identified by an official AST badge.

The official drayage contractor will have complete control of all dock and loading facilities. The official drayage contractor will receive all direct and advance shipments and van loads, handle all freight, and provide all rigging labor and equipment. All services not ordered in advance must be procured through the Exhibitor Service Desk.

AST shall have the right to remove the Exhibitor and any unauthorized contractors from the exhibit hall at anytime at AST's sole discretion. The Exhibitor waives any right to service or written notice of AST's intention to reenter and terminate any Exhibitor's exhibit or use of the exhibit hall.

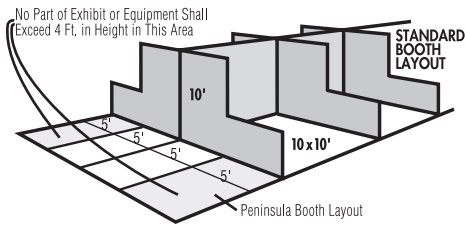
**Shipping/Receiving: Gaylord Texan will not accept freight shipments for Exhibitors.** Any such shipments received by the hotel will be forwarded to the official drayage contractor. The Exhibitor will be held liable for any expense incurred.

**Storage of Crates and Boxes:** The official drayage contractor will handle and provide storage space for crates, boxes, and other materials, during the exhibition, and will return stored materials properly marked by Exhibitors at completion of the show. The Exhibitor will supply tags to be attached to each piece stored. No boards will be accepted for storage unless tied into bundles and tagged.

Fire regulations require that wrapping materials such as paper, excelsior, and other flammable materials, must be completely enclosed within the packing boxes. Materials not in accordance with these regulations will be considered refuse and disposed of by the cleaners.

**Care of Exhibit Space:** The Exhibitor must, at its expense, maintain and keep in good order the exhibit and the space which the Exhibitor has contracted.

**Booth Construction:** AST will provide and arrange for the erection of necessary draped backgrounds of uniform style. Each exhibit must be confined to the spatial limits of its respective booth space indicated on the floor plan. No part of any display may be more than 8 feet in height (see drawing below). The back one-half of the rented space may be occupied from the floor up to 8 feet in height; one-half of the rented space may be occupied from the floor up to 48 inches, only with the exception of equipment that may exceed the 48-inch height limit, but no higher than 8 feet in height. Placement of equipment must be done to avoid blocking the visibility of other Exhibitors. All exposed parts of a display must be finished so as not to be objectionable to AST. All materials must conform to local building and fire department codes and regulations.



## BOOTH CONSTRUCTION REGULATIONS:

**Attendance:** The exhibit hall is limited to individuals, business firms, manufacturers, and dealers who have contracted and paid for space assignments in the current exhibition. No other persons nor concerns, including those otherwise eligible to be on the exhibit floor, will be permitted to attend the exhibition for the purpose of demonstrating their products or distributing advertising material or business cards in the exhibit hall.

Prospective Exhibitors may attend if prior arrangements are made with AST. Activities of Prospective Exhibitors are limited to the assessment of exhibit activities for future participation only. Any commercial activity by Prospective Exhibitors is expressly prohibited.

Any violation of this rule and the person(s) offending will be promptly evicted from the exhibit hall.

**Liability and Security:** Each Exhibitor must make provisions for the safeguarding of its own goods, materials, equipment, and display at all times. Limited security services will be provided by AST; however, AST will not be responsible for loss of any material by or for any cause.

The Exhibitor must surrender the space it occupies in the same condition as it was at the time of occupation. The Exhibitor is responsible for all damage to the exhibit hall and for any and all claims and demands on account of any injury or death or damage to property occurring in or upon the Exhibitor's booth space or because of the acts of the Exhibitor, its employees, servants, agents, licensees, or contractors. Exhibitor hereby releases AST and each and all of its officers,

directors, members, agents, and employees from any and all claims, demands, causes of action or liability of any kind for injury or damages to persons or property which Exhibitor may now or in the future have, known or unknown, arising directly or indirectly out of attendance at or participation as an Exhibitor at the AST National Conference. Exhibitor further agrees to indemnify AST as well as its officers, directors, members, agents, and employees and hold them harmless from and against any lawsuits, claims, action or causes of action, arising out of, or in connection with, this waiver of liability or its participation in this event. This obligation includes, but is not limited to, the cost of defense, payment of any judgments and payment of any expenses for attorneys' fees and other costs which may be incurred by AST, its officers, members, directors, employees, or agents.

In case any part of the exhibit hall is destroyed or damaged so as to prevent AST from permitting an Exhibitor to occupy assigned space during any part or the whole of the exhibition period, or in case occupation of assigned space during any part or the whole of the exhibition period is prevented by strikes, acts of God, national emergency, or other cause beyond the control of AST, then the Exhibitor will be charged for space only for the period space was or could have been occupied by the Exhibitor, and the Exhibitor hereby waives any claim against AST, its directors, officers, agents, or employees for losses or damages that may arise in consequence of such inability to occupy assigned space.

**Demonstrations:** All activities of each Exhibitor must be confined to the Exhibitor's allotted exhibit space - except as otherwise provided in these regulations. Demonstration areas must not be placed on the aisle line of the exhibit if spectators will interfere with the normal traffic flow in the aisles or obstruct the flow of traffic to other Exhibitors. Demonstrations in booths must be designed to take place and keep the

audience within the existing booth space to allow free access in and through all aisles.

The aisles are for the convenience of all Exhibitors and must not be obstructed at any time. Exhibitors must ensure that demonstrations in their booths do not infringe upon the rights of other Exhibitors. AST reserves the right, in its sole discretion, to limit demonstrations at any time. Demonstrations using live models must be approved in advance by AST.

**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 opinion of AST, they do not interfere with the activities of other Exhibitors. Operational equipment demonstrated may not create objectionable noise levels.

**Copyright License:** Exhibitor understands and agrees that it is responsible for securing any and all licenses required in connection with playing, presenting, performing or causing to be played, presented or performed any live or recorded music whatsoever in the exhibit hall. Any breach of this provision shall result in the immediate termination of this contract and expulsion of the Exhibitor from the Conference. The Exhibitor shall indemnify and hold AST harmless from and against any lawsuits, claims, action or causes of action, arising out of, or in connection with, a breach of this provision. This obligation includes, but is not limited to, the cost of defense, payment of any judgments and payment of any expenses for attorneys' fees and other costs which may be incurred by AST, its officers, members, directors, employees, or agents.

**Giveaways:** All giveaway items with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and the Exhibitor's product(s) must be submitted for approval to AST no later than three weeks prior to the opening of the Conference. Noisemakers of any kind will

not be permitted. All Exhibitors distributing approved “stick-ons” may not place the “stick-on” on the attendees’ badges. Sideshow tactics, or any other methods considered by AST to be objectionable, are expressly prohibited in the exhibit hall. No distribution of refreshments or any other products for consumption nor manufactured by, or specifically related to the product of the Exhibitor will be permitted.

**Drawings:** Actual “drawings” are not allowed in the exhibit hall during exhibit hours; however, attendees may register for a drawing to be held outside exhibit hours. Exhibitor represents and warrants that, where applicable, all of its activities (including but not limited to drawings) shall be in compliance with all federal, state, and local laws.

*Note: The prize or award resulting from a drawing, raffle, or lottery should not be such that it will remove the winner(s) from the Conference during official AST functions or exhibit hours.*

**Social Functions:** Social functions in public areas of hotels may be conducted by Exhibitors during nonexhibit hours with the written approval of AST. Social functions shall be scheduled at a time and place that will not conflict or interfere with activities scheduled by AST. Under no circumstances will social functions of any kind be allowed in the hotel or any other location during the exhibit hours of the AST National Conference. All social functions shall be handled by individual invitation only; they shall not include blanket invitations to official bodies within AST, and it shall be made clear that these are nonofficial functions. All such social functions at which alcoholic beverages are served shall be limited to the period after 5pm, unless otherwise permitted by AST.

**Sales:** Exhibitors are encouraged to offer information that is educational, professional, and instructional. Exhibitors selling non-surgical instruments in the exhibit

hall are responsible for collecting all applicable local and state sales taxes.

**Smoking:** No smoking shall be allowed in the exhibit hall.

**Children:** No children under the age of 16 years will be allowed in the exhibit hall.

**Prohibited Practices:** The following practices are prohibited: operation of X-ray equipment; entering into any other exhibit booth without permission; giving non-authorized persons access to the exhibit hall; sharing registration badges with non-registered individuals; posting, nailing, or otherwise affixing signs or other materials to walls, doors, or any part of the exhibit hall in a way that might cause damage; using or storing flammable liquids, gases, or solids.

**Violations:** Violations of any of these regulations by the Exhibitor or the Exhibitor’s employees or agents shall, at the option of AST, cancel and revoke the Exhibitor’s right to occupy space, and such Exhibitor shall forfeit to AST all monies paid or due and owing.

Upon evidence of violation, AST may reenter and take possession of the space occupied by the Exhibitor and may remove all persons and goods at the Exhibitor’s cost and expense. The Exhibitor shall pay all expenses and damages that AST may incur, and shall forfeit all monies paid or due AST on account thereof. The Exhibitor waives any right to service or written notice of AST’s intention to terminate this agreement and repossess space occupied by the Exhibitor.

## **OTHER PROVISIONS:**

**Entire Agreement:** This Agreement contains the entire Agreement between the parties with respect to this Agreement and any related transactions, and supersedes all prior arrangements, understandings, Agreements, and covenants among the parties.

**Severability:** Should any term of this Agreement be declared by any court of competent jurisdiction to be invalid for any reason, then the remainder of this Agreement shall remain in full force and effect and that portion which is determined to be invalid shall be severed.

**Waiver:** Any term or condition of this Agreement may be waived at any time by a party entitled to the benefit thereof if such waiver is in writing and signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision of this Agreement.

**Governing Law:** This Agreement shall be interpreted and governed by the laws of the State of Colorado and shall be construed in accordance with those laws.

**Arbitration:** In the event of any dispute arising out of this Agreement, Exhibitor and AST will first seek to mediate that dispute. If either party rejects such mediation, then the Exhibitor and AST agree that any controversy or claim arising out of or relating in any way to this Agreement shall be settled by arbitration in Denver, Colorado, according to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). Any judgment or award rendered by the arbitrator(s) shall be entered in any court having jurisdiction. The Exhibitor and AST agree to pay their own out-of-pocket expenses associated with the arbitration including attorneys’ fees, other than as may otherwise be provided herein.