

Georgia Society of the American College of Surgeons 2018 Annual Meeting and Day of Trauma

EXHIBITOR AGREEMENT

Upon receipt of Exhibit Application Form the Georgia Society of the American College of Surgeons (GSACS) assumes that you have read the terms as outlined below and agree to abide by these terms. Application is subject to acceptance by GSACS. Written confirmation will be sent upon receipt of Application and full payment.

Who May Exhibit – The meeting is intended for those companies that are related to the profession. GSACS reserves the right to determine the eligibility of any applicant as an exhibitor. With a limited number of exhibitors permitted, GSACS reserves the right to deny exhibitors after the limit is reached.

Cancellation – An exhibitor may cancel or withdraw from the meeting subject to the following conditions: 1) the exhibitor shall immediately file a written notice of intention to cancel or withdraw; 2) if written notice is received 30 days or more prior to the start of the meeting, GSACS shall retain a sum of equal to fifty percent (50%) of the total cost of the reserved exhibit space; and 3) no refunds shall be made on cancellations received less than 30 days in advance of the meeting. Any exhibitor failing to occupy said space by the initial opening of the exhibit area shall forfeit that space and GSACS shall have the right to use said space as desired.

Representatives – Each exhibit may have four (4) representatives at no additional charge. GSACS will accommodate four (4) representatives with food during the meeting meal functions excluding lunch, while the exhibit is open at no additional charge. Exhibiting companies shall limit the number of representatives working concurrently to three (3) per booth.

Exhibit Hours – All exhibits must be staffed during open exhibit hours. It is agreed that no exhibitor will dismantle or remove any part of their exhibit prior to exhibition closing.

Hospitality Functions – Scheduling of private function must be coordinated directly with GSACS. There shall not be any exhibitor entertainment, meetings, and/or any other activities aimed at attendees scheduled during exhibit hours or during scheduled meeting events without prior written approval from GSACS.

Exhibit Standards – Each exhibitor is entitled to a reasonable sightline from the aisle regardless of the size of exhibit. Exhibits must conform to the table contracted and must be of such character or arrangement so as not to obstruct the view or interfere with the exhibits of others. All demonstrations and exhibits must be confined to the contracted space. Questionable exhibits shall be modified at the request of GSACS staff. The fastening of materials to table drapery, building walls, ceilings, floors, carpeting, or columns is expressly prohibited. Exhibitors must abide by all applicable Food and Drug Administration (FDA) regulations, including but not limited to any or all approved requirements. Exhibitors are reminded that the FDA prohibits the advertising or other promotion of investigational or unapproved drugs and devices and forbids the promotion of approved drugs or devices for unapproved uses.

Use of Space – No sharing, subletting, or assignment of space is permitted. GSACS shall have the right to prohibit any exhibit or part of an exhibit that in its opinion is not suitable to or in keeping with the character or purpose of the meeting. Exhibitors are encouraged to verify helium balloon usage with the facility and will be held accountable for any charges resulting from their use. Exhibitor personnel are prohibited from working in aisles or other public areas. Smoking will not be permitted in the exhibit area.

Security – Exhibitors will be responsible for the security of their own exhibit areas and property.

Contests, Prizes or Lotteries – In order to ensure the highly professional and educational standards of the meeting, contests, prizes, and lotteries are expressly prohibited unless fully explained in writing and submitted to GSACS for approval at least two weeks prior to the meeting. GSACS reserves the right to approve or decline any request. It is the exhibitor's responsibility to notify winners.

Service Contractor – All costs of shipping, cartage, and handling are to be borne by the exhibitor. GSACS will supply one skirted table and two chairs; all other services required must be ordered directly from the facility or outside contractor.

Liability, Insurance and Waiver of Subrogation – GSACS, its staff, directors, volunteers, service contractors, nor the facility shall be held responsible for the safety of exhibits against fire, theft, or property damage, or for accidents to exhibitors or their employees from any cause prior to, during, or subsequent to the period covered by the Application. Exhibitors shall obtain, at their own expense, adequate insurance against such injury, loss, or damage. The exhibitor waives the right of subrogation by its insurance carrier (s) to recover losses sustained under the exhibitor's insurance for real and personal property. Any and all exhibitor charges for services levied by the facility or subcontractors are the responsibility of the exhibitor. GSACS is not responsible for payment for any services connected with exhibitor requests and has no authority over any service charges, rental fees, set-up fees, labor contracts, etc., that are required by any venue.

Music and Amplification – Due to U.S. Copyright Laws, ASCAP, and BMI licensing requirements no copyrighted music, live or recorded, will be permitted in the exhibit area unless the exhibitor using the material has purchased the appropriate license.

Solicitation – The Online Membership Directory and the website's event "See Who is Coming" and the contents hereof are proprietary products of GSACS. The contents of these Directories may not, in whole or in part, be reproduced, copied, disseminated, entered into a computer database, used as part of or in connection with the names, addresses, telephone numbers, fax numbers, email addresses, website addresses, and contact person of GSACS members.

Matters Not Covered – GSACS reserves the right to rule on all matters pertaining to the meeting, whether expressly mentioned or not, and the exhibitor, by executing Application, agrees that all rulings shall be binding upon both the exhibitor and the GSACS.