

EXHIBITOR AGREEMENT

Upon receipt of Exhibit Application Form by the Maine Chapter, American College of Surgeons office assumes that you have read the terms as outlined below and agree to abide by these terms. Application is subject to acceptance by the Chapter. 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. The Chapter reserves the right to determine the eligibility of any applicant as an exhibitor according to its Principles of Governing Corporate Support. With a limited number of exhibitors permitted, the Chapter 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, the Chapter 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 the Chapter shall have the right to use said space as desired.

Representatives – Each exhibit may have three (3) representatives at no additional charge. The Chapter will accommodate three (3) representatives with food during the meal functions of the meeting while the exhibit is open at no additional charge. Exhibiting companies shall limit the number of representatives working concurrently to five (5) per booth. Representatives beyond three (3) will be charged an additional fee.

Exhibit Hours – It is our expectation that exhibitors will keep displays set up for the entire conference, if you need to leave prior to exhibition closing, please let Registration Desk know upfront.

Hospitality Functions – Scheduling of private function must be coordinated directly with the chapter. 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 the Chapter.

Exhibit Standards – 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 Chapter 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. The Chapter 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.

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

Service Contractor – All costs of shipping, cartage, and handling are to be borne by the exhibitor. The Chapter 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 – The Chapter, 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. The Chapter 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.

Matters Not Covered – The Chapter 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 Chapter.