



Exhibit Space Application

Company / Exhibitor

Primary Contact

Title

Address

City

State

Zip

Country

Telephone

Fax

Email for Contact

Authorized Signature

EXHIBIT SPACE

Preferred Locations; (*List booth numbers*)

1st Choice _____ 2nd Choice _____ 3rd Choice _____ 4th Choice _____

- Premium \$12,800
- Partner \$5,000
- Supporter \$3,500

- ▼ 25% deposit is required to secure your booth, must be received by **July 1, 2019**. If deposit is not received by this date, we will release you booth space.
- ▼ 50% deposit is required by **September 3, 2019**.
- ▼ Final payment is due by **January 18, 2020**.
- ▼ 10% discount will apply after the first unit, maximum of six units per company. No refunds will be issued after this date

We would like to be near

We would NOT like to be near.

(AATS will make every effort to honor your location requests.)

By signing this document, exhibitor agrees that this is a legally binding contract. Payment of 25% of total commitment is due no later than **July 1, 2019, if this initial payment is not received we will release the booth space**. Payment of 50% of total commitment is due no later than **September 3, 2019**. Final payment of the remaining balance is due no later than **January 18, 2020**. No refunds will be given for reduction in space or cancellations after **January 18, 2020**.

Submit application to: aatsprocessing@AFassanoCo.com

The American Association for Thoracic Surgery, and its authorized representatives are hereinafter referred to as "Show Management."

1. PAYMENT, REFUNDS AND CANCELLATIONS. All applications must be completed and returned with a 25% deposit, no later than **July 1, 2019**. If a deposit is not received by this date, AATS will release your booth space, and returned with a 25% deposit, no later than **July 1, 2019**. If a deposit is not received by this date, AATS will release your booth space by **September 3, 2019**. The balance of the space rental charge will become due and payable on **January 18, 2020**. Applications submitted after **January 18, 2020** must be accompanied by payment IN FULL. Applications received without such payment will be processed but space assignments will not be made.

Show Management must receive a written request for cancellation or downgrade of space. If request is sent prior to **September 3, 2019**, the exhibitor will be refunded their deposit amount minus a 25% processing fee. For cancellations or downgrades received after **September 3, 2019** and on or before **January 18, 2020**, the exhibitor is liable for 50% of the total booth fee. For cancellations or downgrades received after **January 18, 2020** no refunds will be issued and exhibitor will be responsible for paying the remaining exhibit booth balance.

*No refunds will be given for reductions in space or cancellations received after **January 18, 2020** and obligate the exhibiting company to the full payment of exhibit*

It is expressly agreed by the exhibitor that in the event he/she 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/her 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/her for their 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/her 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.

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Exhibit Space Application *(continued)*

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. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. Electrical wiring must conform with the National Electrical Code Safety Rules, *unless the fire and safety code applicable to the facility are more stringent.* 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. Refunds will not be issued in the event of cancellation due to noncompliance with law. 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. Exhibitors must comply with applicable federal, state, provincial, and local fire and safety regulations.

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 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.

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 refrain from sponsoring hospital-ity 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. INDEMNIFICATION AND INSURANCE

11.a. Exhibitor assumes sole and entire responsibility for any and all bodily and personal injury (including death) and damage to property that may be sustained in connection with or resulting from the Exhibitor's use of the New York Hilton Midtown. Exhibitor agrees to indemnify and hold harmless the New York Hilton Midtown from any claim or damage (including attorney's fees and expenses of legal proceeding) the AATS, A. Fassano & Company, Freeman and the New York Hilton Midtown may sustain, or be required to pay, in connection with or arising out of the Event by reason of the act, omission or negligence of any person associated with the Exhibitor or whose presence in the Facility is attributable to the Exhibitor, including, without limitation, any violation by the Exhibitor of the Agreements contained in this Prospectus. Such assumption of responsibility and indemnification by the Exhibitor shall apply unless such damage or injury results from the negligence, gross negligence, or willful misconduct of the AATS, A. Fassano & Company, and New York Hilton Midtown.

11.b. Exhibitor shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to trademark, patent or other proprietary right which is used or incorporated in the Exhibitors booth or event. Exhibitor will indemnify, save and hold harmless AATS, A. Fassano & Company, Freeman, the New York Hilton Midtown and its officers, agents, employees and servants from and against all claims, costs and expense (including legal fees), demands, actions and liability of every kind arising from the use of any such materials or such claims of infringements or violation of the rights of the owner.

11.c. Exhibitor shall also maintain, commercial general liability insurance on an occurrence basis. Such insurance shall cover claims by any person for bodily or personal injury, death or property damage occurring in connection with or arising out of the Event, with combined single limit coverage per occurrence of not less than \$1,000,000, \$2,000,000 general aggregate, which coverage shall name the AATS, A. Fassano & Company, Freeman and New York Hilton Midtown as additional insureds. Exhibitor shall also maintain workers' compensation insurance as required by law including employer's liability coverage in the amount of \$100,000 by accident and \$100,000/\$500,000 by disease.

11.d. For all other vehicles, Exhibitor shall maintain Comprehensive Business Automobile Liability insurance naming the AATS, A. Fassano & Company, Freeman, and New York Hilton Midtown as an additional insured, insuring any owned, non-owned, *leased or licensed*, or hired vehicles to be used in and out of the Facility, such policy to insure loading or unloading hazards with limits of liability of at least a combined single limit of \$1,000,000, subject to umbrella excess requirement under

11.e. Exhibitor shall also provide and maintain occurrence forms of concurrent umbrella excess liability insurance with terms of coverage no more restrictive than that required by 11.c. and 11.d. with a minimum occurrence limit of \$1,000,000.

11.f. Exhibitor uses the Premises at its own risk, and the AATS, A. Fassano & Company, Freeman, and New York Hilton Midtown shall not be liable to the Exhibitor or to any person on the Premises or at the Facility under arrangements made with the Exhibitor for any damage, injury or claim, including without limitation such matters resulting from the acts or omissions of third parties, excepting solely any damage or injury attributable to the negligence, gross negligence or willful misconduct of the AATS, A. Fassano & Company, Freeman, or New York Hilton Midtown or any other liability imposed on the New York Hilton Midtown by law.

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Exhibit Information

11.g. The Exhibitor shall hold the AATS, A. Fassano & Company, Freeman, and New York Hilton Midtown harmless and indemnify the AATS, A. Fassano & Company, and New York Hilton Midtown and release the New York Hilton Midtown from any claims, losses or damage to any property removed from the Facility by any person associated with the Event or whose presence in the Facility is attributable to the Event. In all other instances, Exhibitor's undertaking under this Section shall apply only to claims, losses or damage to any property removed from the area or areas dedicated to the Event and/or from any of the common areas of the Facility. Any undertaking in this Section to hold harmless and indemnify the New York Hilton Midtown shall apply except where such claims, losses or damage result from the negligence, gross negligence or willful misconduct of the New York Hilton Midtown or any other liability imposed on the New York Hilton Midtown by law.

11.h. Certificates of Insurance (COI) or other satisfactory evidence of insurance for the coverages required by this Article 11 shall be submitted to the AATS on or before **April 10, 2020** and shall provide that there shall be no cancellation or non-renewal thereof without at least thirty days prior written notice to the New York Hilton Midtown. If the COI is not received by the AATS by **April 10, 2020** the Exhibitor is prohibited from participating in the event.

12. 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. Exhibitors will be held liable for any damage caused to the convention center and decorations may not be taped, nailed, tacked, stapled, or otherwise fastened to ceilings, painted surfaces, columns, fabrics, doors, windows or walls. Glitter is not permitted in the New York Hilton Midtown. Adhesive backed decals/stickers (except for name tags) may not be used or distributed on the premises. Decorations may not block exit doors, fire extinguishing equipment, sprinklers, or emergency lighting systems. All decorating materials must be constructed of flameproof material or treated with approved flame proofing solution.

13. AMERICANS WITH DISABILITIES ACT. As applicable, Exhibitors acknowledge their responsibility to comply with the Americans with Disabilities Act, US with Disabilities Act, and any similar provincial or local legislation (individually and collectively, the "Act"). 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.

14. 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 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 addition thereto in conformance with the preceding sentence. Exhibitors or their representative 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.

Date

Primary Contact

Authorized Signature

Title

FOR AATS USE ONLY

	\$	/ /
Total Amount Due	Amount Received	Date Received
Accepted By		
ID #		
25% by July 1, 2019	\$ _____	/ /
50% by September 3, 2019	\$ _____	/ /
PIF by January 18, 2019	\$ _____	/ /
		/ /
Space Assignment		/ /
New Space Assignment		

PAYMENT INFORMATION

Exhibitor will be invoiced after applying and booth location is confirmed. The invoice will carry the link to the payment portal.

Fees are payable via credit card or check. Please note that as part of our compliance we can no longer accept credit card numbers via e-mail. This policy is designed to increase data security for cardholders and merchants. Emails received containing credit card information will be blocked.

Checks must be drawn on a U.S. bank and are payable to: AATS Annual Meeting.

Wire Transfer: Kimberly Deptula at 856-302-0885 or email logistics@AFassanoCo.com. Wire fees will be added to your invoice.

COMPLETE AND RETURN TO:

Exhibits AATS, A. Fassano & Company, 461 Route 168, Unit A, Turnersville, NJ 08012.
Email: AATSprocessing@AFassanoCo.com
Questions? Kimberly Deptula - Phone: 856-302-0885

STAFF USE ONLY

Authorized Approval

