

INSTRUCTIONS: Type or print this entire application. Sign and return both pages of the application with the required deposit made payable to ObesityWeek c/o A. Fassano & Company, 461 Route 168, Unit A, Turnersville, NJ 08012. A booth space confirmation will be sent to you upon processing of application.

Main Contact:

This person will serve as your primary exhibitor contact and will receive the Exhibitor Service Kit. This information will **not** be published.

Key Contact Person/Title

Key Contact Phone No. Key Contact Mobile

Key Contact E-Mail Address

Information below will be published:

Company Name

Street Address

City/State/Zip

Phone No. Toll Free No.

Company E-Mail Fax No.

Website

Exhibit Space Rental Fees after December 31, 2018:

The minimum booth size is 10' x 10' (100 square feet)
 Inline: \$3,400 per 10' x 10'
 Corner: \$3,600 per 10' x 10'
 Island: \$36.00 per sq. ft.
 Nonprofit: \$900 per 10' x 10' (must provide 501(c) form)

On-Site Application and Payment Information:

- A 10% non-refundable fee will be required for all on-site bookings (prior to November 16). An invoice will be generated after November 16 and must be paid by December 14, 2018.
- The remaining 40% of the required 50% deposit will be due by February 1, 2019.
- Final payments will be due on April 15, 2019.

Applications/Payment Information (after November 16):

- A 50% non-refundable deposit is due with the application upon submission.
- Final payments will be due on April 15, 2019

____ I have read and understand the deposit and payment policy.

Cancellations, Reductions, and Refunds:

- Prior to and including April 1, 2019 exhibitors are responsible for 50% of the originally contracted space fee
- After April 1, 2019 exhibitors are responsible for 100% of the originally contracted space fee.

Reductions in space are equivalent to cancellations. For example, an exhibitor reducing from a 20 x 20 contracted space to a 10 x 20 has cancelled two booth spaces.

____ I have read and understand the cancellation, reduction, and refund policy.

Please Note:

Have you exhibited at ObesityWeek before? Yes ___ No ___
 All new exhibitors will be sent an additional form to complete and submit to be considered for eligibility. The application and description will be reviewed by the Exhibitor Review Committee for approval prior to payment processing and before space assignment. **Please do not make any arrangements until you receive final approval to exhibit.**

Location Preferences:

Please indicate the location and configuration of the booth space requested. Applications received without payment will not be processed. Show management has the right to require the 2nd company who places themselves next to a competitor to move locations.

Please place me in the following area on the floor:

- Bariatric
 Clinical Treatment
 Researchers/Labs/Other

1st Choice _____ 2nd Choice _____
 3rd Choice _____ 4th Choice _____
 No. of Booths _____ x Rate _____ = \$ _____
 Total Due \$ _____
 Deposit due with application: \$ _____

We do NOT want to be next to or across the aisle from:

Corporate Council Member:

- I am a ASMBS Corporate Council Member
 I am a TOS Corporate Advisory Council Member

A 10% discount will be applied to your total invoiced amount once membership in good-standing is verified by ASMBS or TOS.

Business Suite in the Exhibit Hall:

A Business Suite is perfect for holding small staff meetings, meeting privately with potential clients, conducting investigator meetings, or hosting hospitality events and one-on-one product demonstrations.

No. of Suites _____ x \$6,000 per 10'x10' = \$ _____

ObesityWeek 2019 Sponsorships:

I am interested in learning more about sponsorships/advertising. **Yes** ___

Authorized Signature:

We will not claim endorsement from ObesityWeek™, ASMBS or TOS as a result of exhibiting.

We agree to abide by all rules and regulations governing the exposition as printed on the reverse side hereof and which are a part of this application. Acceptance of this application by show management constitutes a legally binding contract.

Print Name: _____

Signature: _____

Title: _____ **Date:** _____

Payment:

Check* AMEX VISA MC

In the amount of \$ _____

Credit Card Information:

Name (as it appears on the card): _____

Card #: _____

Security Code: _____ Expiration: _____

Credit card billing address: _____

City: _____ State: _____ Zip: _____

Signature: _____

***For Checks, please make payable to ObesityWeek, and mail to:**

ObesityWeek, c/o A. Fassano & Company, 461 Route 168, Unit A, Turnersville, NJ 08012

For Credit Card payments,

attach application and email to only: ObesityProcessing@AFassanoCo.com using only this secure encryption-forcing subject line: [Confidential] OW2019 Exhibit Application

Questions?

Contact Cecilia Manley, Financial Manager
Cecilia_manley@AFassanoCo.com
 856-481-0626

ObesityWeek™ (OW), its authorized representatives, and A. Fassano and Company are hereinafter referred to as "Show Management."

1. PAYMENT AND REFUNDS

Applications submitted after November 16, 2018 must be accompanied by a non-refundable deposit in the amount of 50% of the total booth space cost. Final payments will be due on April 15, 2019. Applications submitted on/after April 15, 2019 must be accompanied by full payment. Applications received without payment will not be processed nor will space assignment be made.

All requests for **cancellation or reductions*** of booth space must be received in writing.

1. Prior to/on or April 1, 2019 exhibitors are responsible for 50% of the originally contracted space fee.
2. After April 1, 2019 exhibitors are responsible for 100% of the originally contracted space fee.

***Reductions in booth space are equivalent to cancellations. For example, an exhibitor reducing from an originally contracted 20x20 booth space to a 10x20 booth space has cancelled two booth spaces.**

It is expressly agreed by the exhibitor that in the event s/he 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 his/her space reservation, regardless of whether or not the 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 prorate amount already paid for space for this specific event.

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

All Exhibitor applicants will be required to provide a list of products (or promotional materials) they intend to display in the exhibit hall. They further agree to update this list as needed up to and throughout the meeting if items change. No exhibitor shall assign, sublet, or share the space allotted with another business or company 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 company 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 company or organization not assigned exhibit space will be permitted to solicit business within the exhibit areas.

4. 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.

Contests, Drawings & 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. See the Exhibitor Service Kit.

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. Sound and noise may not exceed sixty-five (65) decibels within the booth space.

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 ObesityWeek, 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.

5. EXHIBITORS AUTHORIZED REPRESENTATIVE

Each exhibitor must name one person to be his/her representative in connection with installation, operation and removal of the company'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.

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. 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/her exhibit until after the closing of the Show.

7. 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 Service 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. Submission information will be provided in the Exhibitor Service Kit.

CME Restrictions. Product-promotion material or product-specific advertisement of any type is prohibited in or during the CME activity. The juxtaposition of editorial and advertising material on the same products or subjects is not allowed. Promotional activities must be kept separate from the CME activity and are therefore limited to the Exhibit Hall. Promotional materials cannot be displayed or distributed in the education space immediately before, during or after a CME activity. Representatives of the Exhibitor may not engage in sales or promotional activities while in the space or place of the CME activity.

8. 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. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his/her exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame-proof. 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 IAEM, ESCA and ED&PA guidelines. All exhibit labor must comply with established labor jurisdictions.

9. 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 the 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.

10. SOCIAL ACTIVITIES

Exhibitor agrees to receive written permission from Show Management before hosting hospitality 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. Please see Meeting Space Requests and Corporate Sponsored Symposia information at obesityweek.com/sponsors/.

11. LIABILITY AND INSURANCE

All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither 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 he may have against any of them by reason of any damage to or loss of any property of the exhibitor. It is required that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury. Each exhibitor utilizing an Exhibitor Appointed Contractor (EAC) must provide a certificate of insurance for this third-party to Show Management. Please find submission information in the Exhibitor Service Kit.

12. INDEMNIFICATION

Exhibitor agrees that it will indemnify and hold and save 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 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 Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case 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 attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

Property Damage Neither Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, 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 Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

13. CARE OF BUILDING AND EQUIPMENT

Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or both contents or show equipment and decor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

14. 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 ObesityWeek, 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.

15. 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 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 SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.

EXPECTED ATTENDANCE IS AN ESTIMATE BASED ON THE PREVIOUS YEAR. THERE IS NO IMPLICIT OR IMPLIED GUARANTEE GIVEN AS TO THE NUMBER OF ATTENDEES AN EXHIBITOR MAY MEET.

Print Name _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____