

Reserve your virtual exhibit by completing this form or going online to www.aspho.org for a fillable form.

Exhibit Dates: May 4–6, 2022
Meeting Dates: May 4–7, 2022
David L. Lawrence Convention Center
Pittsburgh, PA

	Regular Rate
<input type="checkbox"/> Company Profile Package	\$1,500
<i>Add any of the opportunities below to enhance your participation.</i>	
<input type="checkbox"/> Virtual Education Theater* (30-minute recorded presentation)....	\$3,500
<input type="checkbox"/> Virtual Banner Advertising*	\$1,500
<input type="checkbox"/> Email Advertising	\$2,500
<input type="checkbox"/> Virtual Industry Forum*	\$1,000
<i>*Company Profile Package on the virtual platform is required to purchase these additional opportunities.</i>	

We agree to abide by the Terms and Conditions printed on the reverse side of this form, which are made part of this contract. This contract is binding upon receipt and acknowledgment by ASPHO as stated in the Terms and Conditions.

Official Program Information

Please check product categories to be listed:

- | | |
|---|--|
| <input type="checkbox"/> Pharmaceutical Products | <input type="checkbox"/> Insurance |
| <input type="checkbox"/> Medical Equipment and Supplies | <input type="checkbox"/> Support Services |
| <input type="checkbox"/> Blood Services | <input type="checkbox"/> Educational Materials |
| <input type="checkbox"/> Software | <input type="checkbox"/> Recruitment |
| <input type="checkbox"/> Hospital/Institution | <input type="checkbox"/> Publications |
| <input type="checkbox"/> Therapeutic Products | <input type="checkbox"/> Association |
| <input type="checkbox"/> Business or Practice Management Services | |
| <input type="checkbox"/> Other _____ | |

Describe in 50 words or fewer information about your products and services exactly how you want it to appear in the pocket guide and mobile app. This description is due upon application for exhibit space.

Please e-mail the description to mgallas@aspho.org.

Please complete these two steps:

- Complete this form and make a copy for your records
- Fax, email, or mail this form with full payment by **March 1, 2022**, to
Fax: 888.374.7259
Email: mgallas@aspho.org
Mail: American Society of Pediatric Hematology/Oncology, PO Box 3781, Oak Brook, IL 60522

Make checks payable to the **American Society of Pediatric Hematology/Oncology**.

Company Information

Company Name _____
(exactly as you wish it to appear in printed program guide and on virtual platform)

Address _____

City, State, ZIP _____

Phone _____

Fax* _____

Website _____

The signer of the application for virtual exhibit—or person designated above, if different—shall be the official representative of the virtual exhibitor and shall have the authority to certify representatives and act on behalf of the virtual exhibitor in all negotiations.

Signature _____

Name _____

Title _____

E-mail _____

Billing Information

This contract will be addressed to the signer (or designee indicated below, if different). Please complete or notate "SAME" if the contact is identical to the Company Information above.

Name _____

Title _____

Company Name _____
(if different from above)

Address _____

City, State, Zip _____

Phone _____

Fax* _____

E-mail _____

** I understand that by providing the fax number(s) listed above, on behalf of the company specified above, I am authorized and hereby consent for the company to receive faxes sent by or on behalf of ASPHO.*

For additional information, contact **Michele Gallas, Director, Professional Relations and Development** at 847.375.4853.

FOR ASPHO USE ONLY. Payment Information

Do not email credit card information per PCI guidelines. An ASPHO representative will contact you to collect credit card payment information.

cc# _____ exp _____ \$ _____

check # _____ \$ _____ date _____

check # _____ \$ _____ date _____

Total cost \$ _____

Amount paid \$ _____

Accepted by ASPHO _____

The American Society of Pediatric Hematology/Oncology Virtual Amendment to Exhibit Agreement—Terms and Conditions

1. **APPLICATION AND ELIGIBILITY.** Application for virtual exhibit space must be made on the printed form provided by the American Society of Pediatric Hematology/Oncology (hereinafter “the Association”), contain the information as requested, and be executed by an individual who has authority to act for the applicant. This exhibition is designed for the display and demonstration of products and services relating to the practice and advancement of the art and science of pediatric hematology/oncology and the professional education of those individuals attending the Association’s virtual 2022 Annual Conference and subsequent virtual presentations. The Association shall determine the eligibility of any company, product, or service. The Association may reject the application of any company whose display of goods or services is not compatible with the educational character and objectives of the virtual exhibition. In the event an application is not accepted, any paid fees or deposits will be returned. Upon receipt and acceptance of application by Association, this application and these Terms and Conditions shall constitute a binding and enforceable contract. Acceptance constitutes one or more of the following: applicant’s receipt of Association confirmation letter or email message, shared Meeting information to Exhibitor or information.

2. **VIRTUAL EXHIBIT BOOTH PRICE.** Prices per opportunity: Company Profile Package—\$1,500; Virtual Education Theater—\$3,500; Virtual Banner Advertising—\$1,500; Email Advertising—\$2,500; Virtual Industry Forum—\$1,000; Passport Program—\$750. This includes discounted rates on advertising in the virtual exhibit hall. Virtual exhibit hall dates and times are subject to change by Association. Do not email credit card numbers per PCI compliance guidelines, and please note that a member of the Association will call to collect that information. Save a copy of the form for your records.

3. **PAYMENT DATES.** No virtual exhibit space will be guaranteed until the Association receives full payment of the total virtual exhibitor fee, along with a signed application and such application is accepted by Association. If full payment is not received by March 1, 2022, the Association will have the right, but not the obligation, to attempt to resell the assigned virtual space and the cancellation terms outlined below shall apply. The Exhibitor expressly understands and agrees that all amounts paid hereunder will be applied first to any outstanding obligations due the Association by the Exhibitor, and then to the amounts due in accordance with this paragraph. Any resulting arrearages must be paid within the time limits specified herein. The Association will have the right to cancel this Agreement if the Exhibitor is or becomes in arrears with respect to any outstanding obligation due the Association.

4. **CANCELLATION OF VIRTUAL EXHIBIT SPACE.** If the Exhibitor notifies the Association in writing of the Exhibitor’s intent to cancel the Agreement after acceptance but prior to March 1, 2022, a full refund of monies, minus a \$250 USD administrative fee, will be made. No refunds will be made or cancellations accepted after March 1, 2022. In the event of cancellation by an exhibitor at no time can the cancellation fee be considered a donation or be recognized as support of the Association.

If for any cause beyond the control of the Association—such as, but not limited to, inability to use a facility or software for any reason by an act of God, the public enemy, authority of the law, fire, or other force majeure—the Association is unable to comply with the terms of this Agreement and deliver the virtual space allotted hereunder, this Agreement shall be considered terminated and any payments made hereunder by the Exhibitor shall be refunded to the Exhibitor, less expenses incurred by the Association to the date of the termination allocable to the Exhibitor after proration thereof among all exhibitors.

Reductions or downsizing in virtual booth space will be treated as booth cancellations and refunds will be made accordingly and depending on time of reduction. Furthermore, the Association has full authority to relocate any exhibitor after Exhibitor provides notice of downsizing of space. The above cancellation fee terms shall apply regardless of the execution date of this Agreement and regardless of any re-sale of booth space cancelled by Exhibitor.

5. **ASSIGNMENT OF VIRTUAL BOOTH SPACE.** Virtual booth space will be assigned according to the date on which the Agreement and deposit are received, and compatibility of the Exhibitor’s products or services with the Association’s aims and purposes. The Association reserves the right to assign space location other than the choice requested and the right to rearrange the virtual floor plan and/or relocate any exhibit space.

6. **VIRTUAL EXHIBIT SPACE CONDITIONS.** The virtual exhibit space consists of the below mentioned standard level of benefits: company profile listing includes the company name and contact information, company logo with hyperlink to the company website, a company description not to exceed 50 words, the posting of up to 4 promotional pieces, post conference metrics, and recognition of company logo on the aspho.org website and printed pocket guide. This package does not include access to educational sessions.

7. **CONDUCT OF EXHIBITS.** The virtual advertisement or display of goods or services other than those manufactured, distributed, or sold by the Exhibitor in the regular course of business and identified in this Agreement is prohibited. An exhibitor may not assign, sublet, or apportion all or any part of the contracted virtual booth space, nor may an exhibitor permit the virtual display, promotion, sales, or marketing of non-exhibitor products or services. All virtual sales activities must be compliant with the FDA and OIG. There is no restriction on selling on the virtual exhibit hall provided that sales transactions may be consummated only within the Exhibitor’s own virtual booth. Exhibitors are responsible for compliance with local, state, and federal tax regulations for sales.

The Association reserves the right to restrict the operation of, or evict completely, any virtual exhibit which, in the sole discretion of the Association, detracts from the general character of the exhibition as a whole. This applies to website links, images, descriptions, and any enabled additional features made viewable within the virtual space.

8. **INSTALLATION/REMOVAL.** All exhibit information must be uploaded by the Exhibitor no later than 12 pm (noon) Eastern Time on Tuesday, May 3, 2022, without exception. At 12 pm (noon) Eastern Time on Tuesday, May 3, 2022, an inspection will be made and virtual exhibits that are not complete will be removed from the virtual exhibit hall. Changes to all exhibiting information is the sole responsibility of the Exhibitor. The virtual exhibit hall will remain active through June 7, 2022, at which time the virtual exhibit hall will no longer be active.

9. **ADDITIONAL EXHIBITOR SERVICES.** Other services may be available to exhibitors at normal additional charges through the Association. An exhibitor’s service kit including login information, options available, and specifications will be emailed to all exhibitors shortly after they receive confirmation of their application. The Association will have oversight of all software-related information received from exhibitors. Although the Exhibitor is solely responsible for the uploading of information within their virtual booth space, the Association will have complete control of all coordination of the setup, management, and removal of exhibitor virtual exhibit space and corresponding provided information.

10. **HOSPITALITY AND ENTERTAINMENT.** Virtual hospitality suites or events sponsored by exhibitors must be approved by the Association in writing. No entertainment may be scheduled to conflict with the Association’s program hours, activity hours, or scheduled exhibit hours. Chat rooms and focus groups need to be approved and set up by the Association. Organizations that are not exhibitors or are not Industry Relations Council members are not permitted to have hospitality functions.

11. **EXHIBIT STAFF REGISTRATION.** Prior to April 5, 2021, the Exhibitor shall register with the Association up to three (3) representatives per paid virtual listing to provide access to the software. Exhibitor access codes are non-transferable.

12. **GENERAL CONFERENCE REGISTRATION.** Each exhibitor personnel who wishes to attend the virtual program sessions or any optional activities associated with the Annual Conference must register through regular channels.

13. **UNACCEPTABLE EXHIBITS.** The Exhibitor agrees not to use any website links, images, descriptions, and any enabled additional features made viewable within the virtual space that the Association determines, in its

absolute discretion, are in bad taste, are liable to discredit or subject the Association to criticism or legal liability, are inconsistent with the stated purposes of the Association and the interest and welfare of its members, are inimical to the property rights of the Association, or violate the virtual exhibiting regulations or any other provision of this Agreement. In the event the Association determines at any time that any virtual exhibit may or does violate this Agreement and the Exhibitor is unable or unwilling to cure or correct such violation, the Association may terminate this Agreement immediately and forbid publication of the virtual exhibit or may remove or cause the exhibit to be removed, and the Exhibitor hereby waives any claim for refund of the exhibit booth or other damages arising out of such termination and/or exhibit removal. Any exhibitor who is uncertain as to whether a virtual exhibit is in compliance with all applicable regulations and requirements should contact the Association. In addition to its right to close an exhibit and withdraw acceptance of the Agreement, the Association, in its sole discretion, may refuse to consider the Exhibitor for participation in future shows if the Exhibitor breached the Agreement or any of the relevant rules and regulations.

14. **ADVERTISING MATERIAL.** The Association will not endorse, support, or be liable for the claims made by the exhibitors as to the qualities or merits of their products or services, and no advertising or mention will indicate, claim, or suggest such endorsement or support. The use of the Association’s name or logo is expressly forbidden without prior approval by the Association.

15. **FDA REGULATIONS.** Exhibitors shall comply with all applicable U.S. Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and pre-approved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses. Any product not FDA-approved for a particular use or not commercially available in the U.S. may be virtually exhibited only if accompanied by a virtually visible posting indicating the status of the product. Exhibitors shall have available on their exhibit space or linked webpage a letter from the FDA that describes the allowable use of any drug or device exhibited.

16. **INDEMNIFICATION.** The Exhibitor agrees that it is responsible for the defense and payment of any and all claims, demands and suits on account of any alleged injuries, or other loss by individuals, to any party occurring in the virtual exhibit hall or elsewhere because of the acts or omissions of the Exhibitor, its employees or agents, licensees, guests or contractors. The Exhibitor agrees to defend, indemnify and hold harmless the Association, and their respective owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively “Indemnitees”), from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys’ fees, and all other costs, fees, expenses and charges which any Indemnitee, its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the Exhibitor, its officers, directors, employees, agents, contractors, or any other person or organization hired by the Exhibitor. The term of this section shall survive the termination or expiration of this agreement.

17. **AMERICANS WITH DISABILITIES ACT.** The Exhibitor shall ensure that its virtual exhibit space and its promotional materials and activities comply with the Americans with Disabilities Act to allow persons with disabilities equal access to goods and services.

18. **LIABILITY FOR DAMAGES OR LOSS OF PROPERTY.** The Exhibitor shall protect, indemnify, and hold harmless the Association and software vendors from any and all liability, loss, damage, expense, or loss of property or income that might be derived therefrom, including that caused by or resulting from the negligence of the Association.

19. **FAILURE TO OCCUPY SPACE.** Any virtual exhibit space without information uploaded into the Exhibitor portal by 12 pm (noon) Eastern Time on Tuesday, May 3, 2022, shall be forfeited by the exhibitor, and space may be resold, reassigned, or used by the Association without refund, unless a request for delayed occupancy has been received and approved in advance by the Association in writing. Forfeited space may be resold, reassigned, or used by the Association without refund to Exhibitor.

20. **VIRTUAL EXHIBIT SPACE FLOOR PLAN.** Every effort will be made to maintain the general configuration of the virtual floor plan for this Annual Conference. However, the Association reserves the right to modify the plan, if necessary, as determined solely by the Association.

21. **MISCELLANEOUS.** The Association shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors and this virtual exhibition. All matters not specifically covered herein are subject to decision by the Association and such decision shall be final. These terms and conditions may be amended at any time by the Association upon written notice to all exhibitors. The Exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by the Association from time to time. This Agreement shall be interpreted under the laws of the United States and of the State of Illinois and any disputes shall be heard only in courts located in Cook County, Illinois.

22. **NO GUARANTEE OF ATTENDANCE.** The Association does not guarantee specific levels of attendance at the event. Exhibitor shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance levels. In addition, the Association makes no express or implied warranty as to the success or profitability the Exhibitor will derive from exhibiting, advertising, sponsoring or any other promotion done with the Association.

23. **LIMITATION OF LIABILITY. IN NO EVENT SHALL ASSOCIATION, AND THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY “EXHIBITION PARTIES”) BE LIABLE TO THE VIRTUAL EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE VIRTUAL EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION OR FOR ANY CLAIM BY THE EXHIBITOR, EVEN IF ANY OF THE EXHIBITION PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. VIRTUAL EXHIBITOR AGREES THAT EXHIBITION PARTIES’ SOLE AND MAXIMUM LIABILITY TO THE EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE VIRTUAL EXHIBIT SPACE FEE. THE EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE EXHIBITION PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE VIRTUAL EXHIBIT SPACE FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY’S FEES AND COSTS INCURRED BY EXHIBITION PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY’S FEES AND COSTS.**

24. **ADDITIONAL TERMS AND CONDITIONS.** The Association has sole control over attendance policies. Except as provided in this Agreement, all monies paid by the Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Any amendment to this Agreement must be in writing and signed by an authorized representative of the Association. The Exhibitor may not assign this Agreement or any right hereunder, nor may the Exhibitor sublet or license all or any portion of the assigned virtual exhibit space. The terms and conditions of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions on any purchase order or other documents submitted to the Association. The Exhibitor agrees if the Association takes legal action to enforce this Agreement, the Exhibitor shall be responsible for all reasonable costs, including attorney fees, for such enforcement.

ASPHO EXHIBIT SPACE APPLICATION—TERMS AND CONDITIONS

1. Application and Eligibility. Application for booth space must be made on the printed form provided by ASPHO (hereinafter, "the Association"), contain the information as requested, and be executed by an individual who has authority to act for the applicant. This exhibition is designed for the display and demonstration of products and services relating to the practice and advancement of the art and science of pediatric hematology/oncology and the professional education of those individuals attending the Association's conference. The Association shall determine the eligibility of any company, product or service. The Association may reject the application of any company whose display of goods or services is not compatible, in the sole opinion of the Association, with the educational character and objectives of the exhibition. In the event an application is not accepted, any paid space rental fees or deposits will be returned.

2. Exhibit Booth Price. The prices for each booth are as follows: \$2,375 (early bird) or \$2,575 (regular) for each 10' x 10' booth, \$4,600 (early bird) or \$4,800 (regular) for each 10' x 20' booth, \$9,500 (early bird) or \$9,700 (regular) for each 20' x 20' booth, and \$1,625 (early bird) or \$1,875 (regular) for each approved 10' x 10' booth for not-for-profit exhibitors. An extra \$250 fee will apply for corner booths. Early bird rates are applicable until November 29, 2020. **Booth furnishings and carpet are not included. Carpeting or approved flooring is required in all exhibit booths.**

These prices include discounted rates on advertising in the conference mobile app, an attendee reference list, access to conference mailing labels at a discount, a uniformly styled draped booth, an identification sign, a listing in the mobile app, exhibitor badges for 4 company representatives per paid 10' x 10' booth, 8 representatives per paid 10' x 20' booth, which admit them to the exposition area at no charge. Badges for spouses are charged against each company's badges-per-booth allotment. Exhibit hall badges do not provide access to educational sessions. Exhibit Hall dates and times are subject to change by Association.

3. Payment Dates. No booths will be reserved until the Association receives full payment of the total booth fee, along with a signed contract. If full payment is not received by **January 31, 2021**, the Association will have the right to resell the assigned booth space. The exhibitor expressly understands and agrees that all amounts paid hereunder will be applied first to any outstanding obligations due the Association by the exhibitor, and then to the amounts due in accordance with this paragraph hereof, that any resulting arrearages must be paid within the time limits specified herein, and that the Association will have the right to cancel this agreement if the exhibitor is or becomes in arrears with respect to any outstanding obligation due the Association.

4. Cancellation of Booth Space. In the event that the exhibitor notifies the Association in writing of the exhibitor's intent to repudiate the contract after acceptance but prior to **November 29, 2020**, a full refund of monies received, minus a \$250 administrative fee per booth, will be made. A penalty of 50% of the cost of the total booth space contracted will be imposed for a written cancellation received between **November 29, 2020**, and **January 31, 2021**. No refunds will be made or cancellations accepted after **January 31, 2021**.

If for any cause beyond the control of the Association—such as, but not limited to, the destruction of the exhibit facilities by an act of God, the public enemy, authority of the law, fire, or other force majeure—the Association is unable to comply with the terms of this contract and deliver the space allotted hereunder, this contract shall be considered terminated and any payments made hereunder by the exhibitor shall be refunded to the exhibitor, less expenses incurred by the Association to the date of the termination allocable to the exhibitor after proration thereof among all exhibitors.

5. Assignment of Booth Space. Space will be assigned according to the date on which the contract and deposit are received, the availability of the requested area, the amount of space requested, special needs, and compatibility of the exhibitor's products with the Association's aims and purposes. The Association reserves the right to assign space other than the choice requested, if necessary, and the right to rearrange the floor plan and/or relocate any exhibit.

6. Booth, Furnishings, Equipment, and Service. A uniformly styled exhibit booth will be furnished that consists of draped material on aluminum framework with a back wall that is 8 ft. high, side rails that are 33 in. high, and identification sign. **The exhibit hall is not carpeted. All booths must have carpeting.** Exhibit displays must not project so as to obstruct the view of the adjacent booths. In the rear 4 ft of all booths, display material or equipment can be placed to a height not exceeding 8 ft, without the consent of the association. In the remainder of the booth, all display material or equipment shall not exceed 42 in. in height. All island booths should submit proposed booth renderings to association for review if higher than 8' or if there is the potential for substantial visual blocking of neighboring exhibits.

7. Conduct of Exhibits. The advertisement or display of goods or services other than those manufactured, distributed, or sold by the exhibitor in the regular course of business and identified in this contract is prohibited. An exhibitor may not assign, sublet, or apportion all or any part of the contracted booth space, nor may an exhibitor permit the display, promotion, sales, or marketing of nonexhibitor products or services. Interviews, demonstrations, and distribution of literature or samples must be made within the booth area assigned to the exhibitor. Canvassing or distributing of advertising outside the exhibitor's own booth will not be permitted. All sales activities must be compliant with the FDA and OIG. There is no restriction on selling on the exhibit floor provided that sales transactions may be conducted only within the exhibitor's own booth. However, exhibitors are responsible to the Internal Revenue Service for the collection and submission of the applicable state and local sales taxes for sales that occur on the exhibit floor. Exhibitors may not serve or dispense food or beverages of any type from their booths or in the exhibit area without consent of the Association. Helium balloons are not allowed in the convention area. No part of the display, including products, is permitted outside the exhibit space. Products and furnishings should be arranged with

the safety of the exhibitors and attendees in mind. The Association reserves the right to restrict the operation of, or evict completely, any exhibit which, in the sole opinion of the Association, detracts from the general character of the exhibition as a whole. This applies to displays, literature, advertising novelties, souvenirs, conduct of persons, etc. No exhibits will be permitted which interfere with the use of, or impede access to, other exhibits or impede free use of the aisle.

8. Installation/Dismantling.

Installation. All exhibits must be set up by 4:30 pm on **April 22, 2021**, without exception. Assembly of exhibits during regularly scheduled exhibit hours will not be permitted. At 4:30 pm, an inspection will be made, and exhibits that obviously are not being worked on and have no representative present will be assigned to the labor contractor for uncrating and erecting to facilitate the removal of crates and the initial cleaning prior to the opening. Charges will be billed to the exhibitor. Exhibit aisles must be clear by 4:30 pm.

Dismantling. The official closing time of the exhibits is 2 pm on **April 23, 2021**. All exhibit material must be packed and ready for removal from the exhibit area no later than 5 pm on **April 23, 2021**. No packing of equipment or literature or dismantling of the exhibits is permitted until closing time.

Any company violating this regulation will be fined \$100 and may be denied exhibit space at any future Association conferences.

9. Additional Exhibitor Services. All other services are available to exhibitors at normal charges through the official convention contractor (hereinafter "Official Contractor"). An exhibitor's service kit will be mailed to all exhibitors approximately 60 days in advance with complete details and deadline order dates for rental displays, additional decorating, furniture, carpeting, signs, cleaning, photography, floral, electrical, telephone, audiovisual service, drayage, labor, and shipping.

10. Contractor and Labor Coordination. The Official Contractor will have control of all inbound and outbound freight to prevent congestion in the loading and unloading area, in the aisles, and in any freight traffic area. The Official Contractor will have complete control of all labor hired and scheduling and coordination of labor for the purpose of the orderly setup, management, and dismantling of the exposition. It is highly recommended that the labor services of the Official Contractor are used for setup and dismantling. If an outside contractor is used, the following steps must be taken:

A. The Association and the Official Contractor must be notified, and proof of adequate liability insurance must be given, in an amount no less than the \$1,000,000 combined single limit for personal and property damage, at least 30 days prior to show setup. The booth number, name of the exhibitor, and identification of the outside contractor must be included.

B. Check-in by all labor will be required at the labor service desk prior to the start of setup. No setup will be permitted without the authorization of the Official Contractor.

C. All outside contractor personnel shall confine their activities to the booth in which they are working and will not be permitted to solicit on the floor or elsewhere in the exhibit hall.

11. Hospitality and Entertainment. Hospitality suites or events sponsored by the exhibitors must be approved by the Association in writing. No entertainment or programs may be scheduled to conflict with the Association's program hours, activity hours, or exhibit hours. The Association has blocked suites at the official hotel that will be available on a first-come, first-served basis. Reservations should be made directly with the hotel. Firms that are not exhibiting are not permitted to have hospitality functions.

12. Exhibit Staff Registration. Registration of representatives identified under Exhibit Booth Price will be complimentary provided that registrations are received by the Association before **April 9, 2021**. There will be a \$25 charge for the registration of each additional booth representative who exceeds the allotted number.

After **April 9, 2021**, an onsite \$25 service fee will be incurred for the following:

- Registration of each representative
- Each name change
- Each lost badge or name substitution

Each exhibitor who registered in advance will have a printed exhibitor badge available at the exhibitor registration area at the convention center. This badge will entitle registered exhibitors admission to the exhibit area only. Exhibitors must wear badges at all times—including during setup times, exhibit hours, and dismantling—in order to enter the exhibit area.

Exhibitor staff, temporary help, and setup personnel must wear exhibitor badges or other badges designated by the Association or the Official Contractor. Exhibitor badges do not give admission to other conference functions, nor are they transferable.

13. General Conference Registration. Any exhibitor who desires to attend the program sessions or any optional activities must register through regular channels. Advance registration forms will be mailed to exhibitors as soon as they are available.

14. 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 sole opinion of the Association does not interfere with the activities of neighboring exhibitors. Operation of equipment being demonstrated may not create noise levels objectionable to neighboring exhibitors.

15. Unacceptable Exhibits. The exhibitor agrees not to use any displays that the Association determines, in its absolute discretion, will unreasonably endanger the person or property of the attendees or of the exhibitors, are in bad taste, are liable to discredit or subject the Association to criticism or legal liability, are inconsistent with the stated purposes of the Association and the interest and welfare of its members, are inimical to the property rights

of the Association, are not relevant to the practice of pediatric hematology/oncology, or violate the booth regulations or any other provision of this contract. In the event the Association determines at any time that any exhibit may or does violate this contract and the exhibitor is unable or unwilling to cure or correct such violation, the Association may terminate this agreement immediately and forbid erection of the exhibit or may remove or cause the exhibit to be removed at the exhibitor's expense, and the exhibitor hereby waives any claim for refund of the exhibit booth or other damages arising out of such termination and/or exhibit removal. Any exhibitor who is uncertain as to whether an exhibit is in compliance with all applicable regulations and requirements should contact the Association.

16. Insuring Exhibits. Exhibitors are encouraged to insure their exhibits, merchandise, and display materials against theft, fire, etc., at their own expense. It is suggested by the Association that the exhibitor contact the exhibitor's insurance broker and obtain all-risk insurance covering exhibit property while absent from home premises for exhibit purposes, or a rider to the exhibitor's existing policy covering same.

Neither the exhibit facility, the Association, nor the Official Contractor will be responsible for loss or damage to any property in storage, in transit to or from the exhibit building, or while in the exhibit building for any loss of income as a result of any reduced sales due to such loss or damage. All property of the exhibitor will be deemed to remain under the exhibitor's custody and control in storage, in transit to or from, or within the confines of the exhibit hall, even though it may at times be under the temporary control or direction of the Association or the Official Contractor.

17. Music Licensing. The exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to exhibitors including, but not limited to, any music performance agreement between the Association and ASCAP or BMI. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and present the Association with a copy of such license or grant no less than 30 days prior to the start of the show.

18. Liability for Damages or Loss of Property. Guard service is provided by the Association on a 24-hour basis from move-in through move-out. Notwithstanding the guard service provided by the Association for purposes of general security in the exposition premises, the exhibitor shall protect, indemnify, and hold harmless the Association, the exhibiting facility, and the Official Contractor from any and all liability, loss, damage, or expense by reason of any injury or injuries sustained by any persons or property or loss of property or income that might be derived therefrom occurring in or about the exposition premises or entrances thereto or exits therefrom, including that caused by or resulting from the negligence of the Association. The exhibiting facility shall not be responsible or liable for any injury, loss, or damage to any property or person brought in by the exhibitor or otherwise located in the exposition premises.

19. Shipping Instructions. Information on shipping methods and rates will be sent to each exhibitor by the Official Contractor. The exhibitor will ship, at his own risk and expense, all articles to be exhibited. The Official Contractor will provide storage for incoming freight, delivery to the booth, and removal, storage and return of empty crates, and removal and shipment of outbound freight. All charges are based on inbound weights. All shipments must be prepaid. The address on all crated shipments shall include the exhibitor's name and booth number(s).

Exhibit material cannot be received at the convention center prior to the show setup date. Such freight will be directed to and stored at the Association's designated freight handling and storage firm at the exhibitor's expense.

The exhibitor expressly agrees that any exhibit material remaining in the exhibit hall after the contracted move-out time has terminated or any damaged exhibits left behind may be removed and disposed of at the expense of the exhibitor and without liability to the Association or the Official Contractor.

20. Failure to Occupy Space. Any space not occupied by 4:30 pm, **April 22, 2021**, shall be forfeited by the exhibitor, and space may be resold, reassigned, or used by the Association without refund, unless a request for delayed occupancy has received prior written approval by the Association.

21. Fire Regulations. No exhibitor shall use any flammable decorations or coverings, and all fabrics or other materials used shall be flameproof.

22. Advertising Material. The use or distribution of any souvenirs during the convention shall be subject to prior written approval by the Association. Such material shall be submitted to the Association for approval 60 days prior to the convention. Except as otherwise provided, the Association will not endorse, support, or be liable for the claims made by the exhibitors as to the qualities or merits of their products or services, and no advertising or mention will indicate, claim, or suggest such endorsement or support. All handouts must be distributed within the exhibit booths.

23. Convention Program. One (1) copy of the pocket guide will be available to each exhibiting company at the exhibitors' registration area.

24. Exhibit Space Floor Plan. Every effort will be made to maintain the general configuration of the floor plan for this convention. However, the Association reserves the right to modify the plan, if necessary, as determined solely by the Association.

25. Miscellaneous. The Association shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors and this exhibition. Any and all matters not specifically covered herein are subject to decision by the Association. These terms and conditions may be amended at any time by the Association upon written notice to all exhibitors. The exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by the Association from time to time. This contract shall be interpreted under the laws of the United States and of the state of Illinois.