

The AOSSM 2021 Annual Meeting • July 7-11, 2021 • Nashville, TN
General Rules & Regulations

These rules and regulations (“Regulations”) are part of the Exhibit Space Application (“Application”) for exhibit space with the American Orthopaedic Society for Sports Medicine (“AOSSM”), for the exhibition (“Show”) during AOSSM’s Annual Meeting, which is managed by Corcoran Expositions, Inc (“Show Management”), on behalf of AOSSM, the Show’s owner and sponsor. Show Management reserves the sole right to render all interpretations, amend and enforce these Regulations and to establish any and all further Regulations not specifically covered below to ensure the general success and well-being of the Show.

Each exhibitor, for itself, its employees, and its contractors, (collectively “Exhibitor”) agrees to abide by these Regulations and by any amendments or additions to those Regulations hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit, which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation of rights includes, but is not limited to, any violation of any public policy or these Regulations and extends to persons, things, printed matter, products, and conduct. AOSSM reserves the right to refuse Applications due to concerns that the Exhibitor does not meet the standards required or expected to exhibit at the Show, as well as the right to curtail exhibits or parts of exhibits which AOSSM deems to be contrary to its mission or the nature and purpose of the Show. Companies in direct competition to any of AOSSM’s Member Advantage Partners are not eligible to exhibit at the Show. See list of Advantage Partners at SportsMed.org. Show Management’s decision and interpretation shall be accepted as final in all cases. If the Application is approved by AOSSM, these Regulations and accompanying documents shall constitute a contract between AOSSM and Exhibitor.

1. **VALID APPLICATION FOR SPACE.** Applicants must sign the Application and send it to along with a minimum 50% deposit for each booth space (Booth”) requested for rental (“Booth Rental Fee”). Applications received after May 21, 2021 must include full payment.

2. **PAYMENT OF SPACE.** AOSSM’s Federal ID# is 23-7182780. Exhibitor shall pay the required deposit and additional payments for the Booth Rental Fee as outlined in these Regulations. Payments must be made payable to American Orthopaedic Society for Sports Medicine (AOSSM) and forwarded to AOSSM, P.O. Box 485, LaGrange, IL 60525-0485.

3. **CANCELLATION AND REFUNDS.** All cancellations of Booths must be received in writing by Show Management. If the Booth space is reduced, the net reduction of space will be treated as a cancellation of that space. If Show Management receives a written request for cancellation of Booth space on or before May 21, 2021, Exhibitor shall be eligible for a refund of 50% of the Booth Rental Fee. No refunds will be given for written requests for cancellation of Booth space received by Show Management on or after May 21, 2021.

It is expressly agreed by Exhibitor that in the event Exhibitor fails to pay the Booth Rental Fee at the times specified or fails to comply with any provisions contained in these Regulations concerning its use of the Booth. Show Management shall have the right to reassign the confirmed location of the booth as previously shown or to take possession of said Booth and lease same, or any part thereof, to such other parties upon such terms and conditions as it may deem proper. In the event of a default by Exhibitor, as set forth in the previous sentence, then in addition to the AOSSM’s and Show Management’s other rights and remedies hereunder, Exhibitor shall forfeit the Booth Rental Fee paid by Exhibitor, regardless of whether Show Management enters into a further lease for the Booth involved.

In case the Show shall not be held for any reason whatsoever, then and thereupon, Exhibitor’s booth shall be terminated. In such case, the limit of claims for damage and/or compensation by the Exhibitor shall be limited to refund of the Booth Rental Fee in such amount which has already been paid to Show Management by Exhibitor.

4. **BOOTH SPACE RENTAL AND ASSIGNMENT OF LOCATION.** All applications for Booth Space must be submitted via the online floor plan platform. The Booth Space Deposit must be received before Booth Space selection is confirmed. All Booth Space tentative reservations will be held for 10 working days only. Within this time period, the Booth Rental Fee deposit must be forwarded to Show Management or tentative reservations will be released. Show Management, on behalf of AOSSM, reserves the right to relocate or reassign exhibit booths at any time for the overall benefit of the Show.

5. **USE OF SPACE, SUBLETTING SPACE.** The subletting, assignment or appointment of the whole or any part of space by any Exhibitor is prohibited. No Exhibitor may permit any other party to exhibit in its Booth Space any goods other than those manufactured or handled by the Exhibitor, nor permit the solicitation of business by others within its booth space.

6. 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 Show 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, is determined by Show Management to be objectionable to the successful conduct of the Show 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 Booth Space. Sufficient space must be provided within the Booth Space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its Booth Space free of congestion caused by demonstrations or other promotions.

6a. Food and Beverages. Exhibitors may not serve food or beverages in the exhibit hall except with the written permission of Show Management.

6b. Literature Distribution. All demonstrations or other activities must be confined to the limits of the Booth Space. Distribution of circulars may be made only within Booth Space assigned to the Exhibitor distributing such materials. Exhibitors may not distribute advertising circulars, catalogs, folders, or devices in the aisles, meeting rooms, registration areas, lounges, or grounds of the Show or 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.

6c. Booth Representatives. Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited. Individuals under the age of 18 are not permitted on the show floor anytime during Exhibitor move-in and move-out because of high liability. During the Show open hours partners and children ages 14 and up are permitted on the floor when properly badged and accompanied by an adult.

6d. Music Licensing. License agreements for music covered by other organizations is the sole responsibility of the exhibitor. The music-licensing fee is prorated to each host for each event.

6e. Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, 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 Show opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

6f. Sales. The purpose of the exhibits is to further the education of meeting attendees through product and service displays and demonstrations. Sales and order taking are permitted provided all transactions are conducted in a manner consistent with the professional nature of the meeting. Products for sale must be the exhibitors’ own unaltered products and the products or services must be pertinent to the attendees’ professional interest. AOSSM reserves the right to restrict sales activities that it deems inappropriate or unprofessional. It is the responsibility of the exhibitor to research and comply with all local sales tax requirements. Exhibitors selling or taking orders at AOSSM must adhere to certain business license and sales and use tax regulations, which vary from state to state. Exhibitors are responsible for making the necessary arrangements to adhere to the Nashville, TN regulations.

7. ARRANGEMENT OF EXHIBITS. Each Exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of Booth 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 Show. Exhibits not conforming may be dismantled or modified, at cost to the Exhibitor and without a refund of the Booth Rental Fee, at the sole judgment and discretion of Show Management.

Exhibitor Plan Review. Booth Space construction plans and layout arrangements for island booth spaces, or involving other unusual construction features, must be submitted to Show Management for approval at least sixty (60) days prior to the opening of the Show.

Display of Investigational Products. To remain within the expectations and limitations of the Food and Drug Administration’s Guidelines on Notices of Availability, any investigational product that is graphically depicted on a commercial exhibit should: 1. Contain only objective statements about the product 2. Contain no claims of safety, effectiveness or reliability 3. Contain no comparative claims to other marketed products 4. Exist solely for the purpose of obtaining investigators 5. Be accompanied by directions for becoming an investigator and a list of investigator responsibilities 6. Contain a statement: “Caution – Investigational Device – Limited to Investigational Use” (or similar statement) in prominent size and placement These signs must be placed next to

the product display. Exhibitors must also have available at the booth a letter from the FDA, which describes the allowable use status of the product.

Mobile Labs Guidelines. Mobile labs cannot be held during hours when education is taking place. No signage for mobile labs can be placed in the AOSSM designated hotels or convention center. Mobile labs cannot be located on AOSSM designated hotel or convention center property or street that borders the hotel or convention center.

8. EXHIBITS AND PUBLIC POLICY. Each exhibitor is charged with knowledge of all State, County, and City Laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in the Show. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls, or other parts of the building. 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 exhibit or display, Show Management will endeavor to answer them. All booth decorations must meet flame-proofing codes. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform with National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Exhibitors will not be permitted to store behind their Booth Space background any excess material such as cardboard cartons, literature, etc. Designated "No Smoking" areas must be observed. 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 and must be signatory to a current local collective bargaining agreement. An exhibitor who makes any claim or advertises at the AOSSM Annual Meeting or Show in any way, which in the sole opinion of Show Management, is false, misleading or otherwise against public policy, may, in the sole discretion of Show Management, be required to discontinue such claim or advertising.

FDA Regulations. Exhibitors of products that are not FDA approved are permitted to exhibit only when accompanied by the appropriate signage that indicates the device's FDA clearance status. The following are signs that should be displayed: This device is not cleared by the FDA for distribution in the United States. This device is a Class III device which is limited by federal law for investigational use only. This device is a Class II device which is cleared for marketing use only.

9. INSTALLATION AND REMOVAL. Show Management reserves the right to fix the time for the installation of Booth Space prior to the Show opening and for its removal after the conclusion of the Show. Any Booth Space not claimed and occupied two hours prior to the Show opening may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the Show. Exhibits must be staffed during all Show hours and may not, to any extent, be dismantled before the Show closing. Any early dismantling or packing shall be considered a breach of these Regulations and may affect future applications.

10. STORAGE OF PACKING CRATES AND BOXES. Proper identification and tags will be available at the Exhibitor Service Desk. Storage of crates and boxes can be arranged with Shepard Exposition Service, as outlined in the Exhibitor Service Kit. All cartons, crates, containers, packing materials, etc. which are necessary for repackaging must be labeled with "empty" stickers and they will be removed from the floor and stored by Shepard Exposition Service. Access to storage will be available through Shepard Exposition Service. Arrangements may be made at the Exhibitor Service Desk. Crates and boxes cannot be stored behind booth displays due to fire regulations.

11. EXHIBITOR'S AUTHORIZED REPRESENTATIVE. Exhibitor assumes responsibility for its authorized representatives to follow these Regulations and all Show Management decisions.

12. PHOTOGRAPHY. Only the official photographer may take photographs in the Exhibit Hall. Details about the official photographer will be included in the Exhibitor Service Kit. Exhibitors may photograph, or have their own booth photographed. Cameras, camera phones or other advanced technology devices used to photograph or film anything other than your own exhibit booth are strictly prohibited. Exhibitor, on behalf of its employees, agents and contractors, grant to AOSSM and Show Management the right to use and to distribute (both now and in the future) the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of the Show, the Annual Meeting and related activities.

13. LIABILITY AND INSURANCE. All property of the Exhibitor remains under its custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither AOSSM, 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 it may have against any of them by reason of any damage to or loss of any property of the Exhibitor. It is recommended that Exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

14. INDEMNIFICATION. Exhibitor agrees that it will indemnify, defend and hold and save AOSSM and Show Management, their respective officers, directors, employees, agents and each of them, ("Indemnitees") in whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or averted against any of the Indemnitees on account of injury or damage to person or property to the extent that any such damage of 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 AOSSM and Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of AOSSM and Show Management. Exhibitor covenants and agrees that in case AOSSM and 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 AOSSM and Show Management by virtue of any such litigation. The terms of this provision shall survive the termination or expiration of these Regulations and the Show.

Property Damage. Neither AOSSM, 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 AOSSM, 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 AOSSM, Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

Use of Certain Property. Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless AOSSM, Show Management, the Music City Center and their respective officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

15. WAIVER. Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

16. WAIVER, ASSUMPTION OF RISK & RELEASE. Important notice Regarding COVID-19: Show Management cannot prevent Exhibitors from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while attending the Show. It is not possible to prevent against the presence of the disease. Therefore, if you choose to exhibit at the Show, Exhibitor acknowledges that such participation may expose Exhibitor, its employees, agents, contractors, and Booth Space personnel to and/or increasing the risk of contracting or spreading COVID-19 or another communicable disease.

We hereby choose to accept the risk of contracting COVID-19 for myself and/or my agents and employees in order to exhibit at and attend the exposition. These services are of such value to me that we accept the risk of being exposed to, contracting, and/or spreading COVID-19 or other communicable disease in order to exhibit at and attend the exposition. **We hereby forever release and waive my right to bring suit against Show Management and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 or other communicable disease related attendance at the exhibition.** I understand that this waiver means we give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim we may have to seek damages, whether known or unknown, foreseen or unforeseen.

17. ATTORNEYS' FEES. Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of these Regulations or to protect in any manner its interest or interests under these Regulations, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

18. **AMERICANS WITH DISABILITIES ACT.** Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (“Act”) to make their booths accessible to handicapped persons. Exhibitor shall also indemnify, defend and hold harmless AOSSM, Show Management, and the Show facility, their respective officers, directors, employees, agents, and each of them, 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. The terms of this provision shall survive the termination or expiration of these Regulations and the Show.

19. **NON-AOSSM SPONSORED SOCIAL AND EDUCATIONAL EVENTS.** All company events during the Annual Meeting and Show dates must be preapproved by the AOSSM. Exhibitors are allowed to offer social and/or educational activities with the stipulation that they not take place during official AOSSM Annual Meeting educational or social activities. AOSSM will make every effort to assist with the placement of pre-approved events; space will be assigned on a first come, first served basis. The AOSSM does not promote or endorse these events.

20. **OTHER REGULATIONS.** Any and all matters not specifically covered by the preceding Regulations shall be subject solely to the decision of Show Management. THE 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 REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE REGULATIONS OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.