39th ANNUAL MEETING

June 26 – 29, 2013
The Coeur d'Alene, Coeur d'Alene, Idaho

INDUSTRY PROSPECTUS

INDUSTRY CONTACTS

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Western Thoracic Surgical Association
500 Cummings Center, Suite 4550
Beverly, MA 01915
February 15, 2013

Dear Industry Partner:

The Western Thoracic Surgical Association invites you to support the 39th Annual Meeting scheduled for June 26-29, 2013 at the Coeur d’Alene Resort in Coeur d’Alene, Idaho.

This meeting is one of the more special events within the cardiothoracic community as it allows for more face time for industry and surgeons outside the exhibit hall than most other meetings in the cardio thoracic space. Many surgeons and industry reps agree it is their favorite meeting of the year because so much business gets accomplished in such a short period of time. This year with the meeting on Coeur d’Alene Lake in Idaho, it will prove to be even more popular.

The Western Thoracic Surgical Association appreciates your continuing support of our exhibitor, educational, and marketing programs for nearly 40 years and we are grateful to you and your colleagues. This meeting is a powerful opportunity for your company to interact with the cardiothoracic surgeons on a different level.

The enclosed information gives you the necessary information to facilitate your participation in the 2013 meeting. Please contact the WTSA office if you have any questions.

On behalf of the Council of the Western and its membership, thank you again for your consideration. I look forward to seeing you in Idaho.

Sincerely,
John Chen, M.D.
WTSA President
MARKETING SUPPORT OPPORTUNITIES

Industry Supported Scientific Symposia $25,000
One Industry-supported scientific symposia may be conducted on Friday Evening, June 28, 2013. Symposia support includes one (1) complimentary meeting registration for a speaker, acknowledgement in meeting publications, promotional materials and onsite signage, mailing labels for both pre- and post-registration attendee mailings and one complimentary blast email to the Western Thoracic Surgical Association pre-registration list (mailing pieces must be approved before releasing labels). Sponsor will also have the opportunity to include an invitation with attendee registration materials and a promotional poster in the registration area. Symposia may or may not be accredited. Food and audio visual is at your expense.

Friday, June 28, 2013*
Dinner 6:30 pm – 8:30 pm**
Casco Bay Room

*One Opportunity Available
**Times Subject to chance based on final program.

Meeting Bags $6,000
This is an opportunity to be the only company to have information in the meeting bags which every surgeon will receive. Due to the new regulations, it is up to the supporting company whether their internal guidelines allow a logo to be displayed on the bag. Bags will be produced by WTSA.

Lanyards $6,000
Attendees will wear lanyards attached to their badges. The lanyards are produced by the WTSA and will have your company logo printed on them. Your company will be acknowledged as a meeting supporter.

Hotel Key Cards $6,000
Hotel guests attending the Annual Meeting will have a plastic hotel keycard for their room. Your company logo and booth number may be prominently displayed on each key showcasing your company message and driving traffic to your booth. WTSA will produce the keys and supporter will supply artwork.

Golf Balls $2,000
Attendees who participate in the Annual Meeting Golf Tournament will receive a sleeve of golf balls imprinted with your company logo. Supporter will supply golf balls.
EXHIBITOR $6,000

- 6 x 30 Tabletop Exhibit Space 1 Full Meeting registration package*
- 2 exhibitor registrations**
- Recognition in Program Book, Newsletter, & onsite meeting signage

* Full meeting registration package includes admission to the exhibit hall and scientific sessions, as well as 1 ticket to each of the following: New Members Reception, Theme Dinner, Family Luncheon, and President’s Banquet. These single-event tickets can be distributed amongst an exhibiting company’s colleagues; to gain access to an event, the exhibiting company’s colleague must be wearing his/her exhibitor badge and present that event ticket. Additional full-meeting registration packages and single event tickets will be available for purchase. Please note that single tickets to individual events are priced at actual cost, whereas a full-meeting registration package is discounted and is the same subsidized price that Western spouses/guests pay for their social packages. ** Not included are tickets for the Thursday afternoon optional Tour(s), the Friday morning Simultaneous Breakfast Sessions, and Friday afternoon’s Golf and Tennis Tournaments; individual tickets to these activities may be purchased on a space-available basis, at the same price charged to all attendees.

** Exhibitor registration only includes admission to the exhibit hall and scientific sessions

EXHIBITS
The exhibits are located in the Conference Center Bays 4-6 of the Grand Ballroom, adjacent to the Scientific Sessions, which are in the Conference Center Bays 1-3. Each exhibit space will include one 6’ x 30” draped table and two chairs. Exhibits are TABLETOP ONLY. Freestanding floor exhibits will be permitted only with permission from Show Management. Standing medical equipment may be used in lieu of a table, but requests must be sent in writing to the Association's office for approval. A tabletop sign will be provided for each exhibiting company.

Each exhibiting company will receive one (1) complimentary full meeting registration package* and two (2) additional exhibitor registrations**. Exhibiting companies may also purchase up to 3 additional social packages. Exhibit representatives are also cordially invited to pre-register and participate in the Golf and Tennis Tournaments. Registration forms will be available in the online Service Kit by late March.

* Full meeting registration includes admission to the exhibit hall and scientific sessions, as well as 1 ticket to each of the following: New Members Reception, Theme Dinner, Family Luncheon, and President’s Banquet.
** Admission to the exhibit hall and scientific sessions only

EXHIBIT DATES AND HOURS*
Thursday, June 27 ....................... 7:00 am - 12:00 pm
Continental Breakfast .................. 7:00 am – 8:00 am
Break ........................................... 9:55 am – 10:20 am

Friday, June 28 ......................... 7:30 am -12:00 pm
Continental Breakfast .................. 7:30 am – 8:00 am
Break ........................................... 10:30 am – 11:00 am

Saturday, June 29 ..................... 6:30 am -10:30 am
Continental Breakfast .................. 6:30 am – 7:30 am
Break ........................................... 9:50 am – 10:10 am

*Exhibit hours subject to change based on final program.
PAYMENT
Table Top Exhibits are $6,000. A 50% deposit of exhibit or sponsorship fees should be forwarded with the Application for Exhibit Space and Sponsorship Agreement. Forms received without a 50% deposit will not be processed until the payment has been received. The balance must be paid by Friday, March 15, 2013. Checks should be made payable and mailed to:

Western Thoracic Surgical Association
500 Cummings Center, Suite 4550
Beverly, MA 01915
Telephone: (978) 927-8330
FAX: (978) 524-0461

INSTALLATION OF EXHIBITS
The exhibit area will be available for set-up from 1:00 - 5:00 pm on Wednesday, June 26th. All exhibits must be set by 5:00 pm without exception. Assembly of exhibits during the regularly scheduled exhibit hours will not be permitted.

DISMANTLING OF EXHIBITS
All exhibits must remain intact until the official closing time of 10:30 am on Saturday, June 29th, and may not be dismantled or removed, in whole or in part, before that time. After the close of exhibits, all material must be removed no later than 1:00 pm on Saturday, June 29th.

INFRINGEMENT
Interviews, demonstrations and the distribution of literature or samples must be made within the area assigned to the exhibitor. Canvassing or distributing of advertising matter outside the exhibitor’s own space will not be permitted.

CONDUCTING EXHIBITS
No drawing, raffles, or quiz-type contests of any type will be permitted. No bags or containers for collection of samples are to be distributed by an exhibitor. This applies to any envelope, folder, portfolio, box, etc., that provides carrying space for more than a single sample. Electrical or other mechanical apparatus must be muffled so noise does not interfere with other exhibitors. Character of the exhibits is subject to the approval of the Association. The right is reserved to refuse applications that do not meet standards required or expected, as well as the right to curtail exhibits or parts of exhibits which reflect against the character of the meeting. This applies to displays, literature, advertising, novelties, souvenirs, conduct of persons, etc.

FIRE PROTECTION
All materials used in the exhibit area must be flame-proofed and fire-resistant in order to conform to the local fire ordinances and in accordance with regulations established by the local Fire Department. Crepe paper or corrugated paper, flame-proofed or otherwise, will not be permitted. Excelsior or other paper is not to be used in crating merchandise. Display racks, signs, spotlights and special equipment must be approved before use, and all displays are subject to inspection by the Fire Prevention Bureau. Any exhibit or parts thereof found not to be fireproof may be dismantled. All aisles and exits must be kept clear at all times, and fire stations and fire extinguisher equipment are not to be covered or obstructed.

ELECTRICAL / AUDIO-VISUAL / HOUSING / COMPUTER FORMS
Please refer to the online service kit.

SPECIAL NEEDS
Please contact the Western Thoracic Surgical Association office if you have a representative with a disability that will require special accommodations.
EXHIBIT PERSONNEL
All participants affiliated with the exhibits must be registered. Each person will be issued an exhibitor badge and must be employed by the Exhibitor or have a direct business affiliation. Each company is allotted three badges per tabletop purchased. Additional exhibitor registration badges are $100.

SHIPPING
Please refer to the shipping information in the online service kit.

SPACE ASSIGNMENT
Preferred space assignment will be given to previous exhibitors based on the priority point system and to supporters. Space will be assigned on March 15, 2013 based on priority number; after that, all remaining space will be assigned in order of receipt of applications. Exhibitors wishing to avoid assignment of space adjacent to a competitor should indicate so on their application. Careful consideration will be given to such requests. The Association has the right to alter the floor plan at any time.

PRIORITY POINT SYSTEM
A point system, based on WTSA exhibit history and date of receipt of application will guide the assignment of space. Three points will be given each year beginning with 1992, for each exhibit space. One point will be given for each additional space for a maximum of six points annually. Applications must be received by March 15, 2013 to be included in the priority point deadline.

SOCIAL FUNCTIONS
Each exhibiting company will receive one (1) full meeting registration package* for each tabletop purchased. The package includes one (1) ticket to each of the following: New Members Reception on Wednesday, June 26th; Theme Dinner on Thursday, June 27th; and the Family Luncheon and President's Banquet on Saturday, June 29th. Exhibitors may purchase up to three (3) additional social packages. Each exhibiting company also receives two (2) exhibitor registrations**.

* Full meeting registration includes admission to the exhibit hall and scientific sessions, as well as 1 ticket to each of the following: New Members Reception, Theme Dinner, Family Luncheon, and President’s Banquet.
** Exhibitor registration provides admission to the exhibit hall and scientific sessions only

Except for the one Industry Supported Scientific Symposia on Friday evening, WTSA does not allow any Satellite Symposia or Industry related activity to occur during the Wednesday – Saturday pattern of the Annual Meeting.

REFUNDS/CANCELLATIONS
Cancellations received in writing by March 15, 2013 will be subject to a 25% administrative fee. Cancellations received after March 15, 2013 will not receive a refund.

PROTECTION OF THE HOTEL
Exhibitors will be held liable for any damage caused to the hotel, and no material or matter of any kind shall be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts or portions of the building or furnishings. Whatever may be necessary to properly protect the building, equipment or furniture will be installed at the expense of the exhibitor.
INDEMNIFICATION & LIABILITY

Resort and Exhibitor agree to indemnify and hold each other and the other’s officers, directors, agents and employees harmless against any and all claims, costs, and expenses, including reasonable attorney’s fees, arising out of or relating to the others performance under this agreement.

INSURANCE

Exhibitor agrees to obtain and keep in force, during the term of occupancy and use of Hotel premises, policies of General Liability insurance, specifically referring to and including the Contractual Liability referred to in the indemnification paragraph above, Premises-Operations, Broad Form Property Damage, and Personal and Injury Liability with limits not less than $1,000,000.00 per occurrence, and, if applicable, Worker's Compensation insurance to statutory limits, Employer's Liability insurance with limits not less than $500,000.00 per occurrence, and Automobile Liability insurance covering all owned, non-owned and hired vehicles with limits not less than $1,000,000.00 per occurrence. Exhibitor agrees to include WTSA, Hotel, Coeur d’Alene Hotels Corporation and Hotel Owner in the General and Auto Liability policies as an additional insured thereunder. Your insurance will be considered primary of any similar insurance carried by the WTSA and the Hotel. Exhibitor agrees to send to WTSA at least thirty (30) days prior to WTSA Annual Meeting, copies of certificates of insurance for each policy required. All policies of insurance will be with insurance companies rated by A. M. Best Company as an A-VII or better or otherwise acceptable to the WTSA and the hotel. If Exhibitor uses an outside vendor, contractor or service provider to deliver, set up and/or take down booths, exhibits, equipment or for any other purpose, the vendor, contractor or service provider must maintain the same types and amounts of insurance as we require of the Exhibitor. Also, their insurance is primary to any similar insurance carried by the WTSA and the Hotel. WTSA, The Hotel, Coeur d’Alene and Hotel Owner must be named as additional insured’s on the vendor's, contractor's or service provider's insurance. The vendor, contractor, or service provider must provide WTSA certificates of insurance thirty (30) days prior to the meeting.

TERMS IN CASE OF DEFAULT

If any exhibitor fails to pay when due, any sum required by the Application for Exhibit Space, or if any exhibitor fails to meet any term or condition of the application, or fails to observe and abide by these Rules & Regulations, WTSA reserves the right to terminate the contract immediately without refund of any monies previously paid. In any case, no refunds will be made on or after March 15, 2013.

SECURITY

All entrances to the exhibit hall will be locked when exhibits are closed, but the safekeeping of the exhibitor’s property shall remain the responsibility of the exhibitor. The Western Thoracic Surgical Association assumes no responsibility for any losses sustained by exhibitors.

HAZARDOUS WASTE

Exhibitor assumes responsibility and any liability for removal or disposal of any material considered to be hazardous waste material.

Exhibitor also agrees to conform to any local ordinances and regulations concerning the disposal of any hazardous waste. Any and all costs incurred in the removal of hazardous waste from the exhibit facility will be the sole responsibility of the exhibitor.
PREVIOUS EXHIBITORS

Accumetrics  
Acute Innovations  
Alveolus, Inc.  
Applied Fiberoptics  
AtriCure, Inc.  
Baxter Healthcare  
Biomet Microfixation  
California Medical Laboratories  
Cardiac Assist, Inc.  
Cardica, Inc.  
Cardima  
CardioNet  
CareFusion  
Ceremed  
Cormatrix Cardiovascular, Inc.  
Covidien  
CryoLife, Inc.  
Dornier Medtech  
Edwards Lifesciences  
Elsevier  
Estech  
Ethicon Endo-Surgery  
Genesee BioMedical, Inc.  
Gore & Associates  
GTC Biotherapeutics  
HeartWare, Inc.  
Intuitive Surgical, Inc.  
Karl Storz Endoscopy-America, Inc.  
KLS Martin, LP  
Lexion Medical  
LifeNet Health  
Lundbeck Inc  
MAQUET Cardiovascular  
Medistim  
Medtronic, Inc.  
Merit Medical Endotek  
Neomend, Inc.  
Novadaq Technologies, Inc.  
Olympus America  
On-X Life Technologies, Inc  
Precision Therapeutics  
Quest Medical, Inc.  
Scanlan International, Inc.  
Somanetics Corporation  
Sorin Group  
Spiration, Inc.  
St. Jude Medical  
SuperDimension, Inc.  
Syncardia Systems, Inc.  
Synovis Surgical Innovations  
Synthes  
Terumo Cardiovascular Systems  
Thoratec Corporation  
TKO Surgical, Inc.  
Vitalcor, Inc.  
Wexler Surgical  
ZymoGenetics
WTSA MARKETING AGREEMENT

Company Name: ____________________________________________

Contact: _________________________________________ Title: ________________________________

Address: ______________________________________________________________________________

City/State/Zip/Country: ___________________________________________________________________

Telephone: __________________________ Fax: ___________________ E-Mail: ___________________

MARKETING SUPPORT:

☐ Golf Balls $2,000  ☐ Hotel Key Cards $6,000  ☐ Lanyards $6,000  ☐ Meeting Bags $6,000

PAYMENT METHOD:  ☐ Check amount enclosed: $________________________

CREDIT CARD  ☐ American Express  ☐ MasterCard  ☐ Visa  Amount to be charged: $________________________

Credit Card Number ________________________________  Expiration Date ____________  Security Code (3-4 #s on front or back of card)

Name as it appears on credit card ________________________________  Cardholder’s Signature ________________________________  Date ____________

☐ Please check if credit card billing address is same as contact information at the top of the form.

☐ If billing address is not the same please enter below.

_________________________ ________________________________ ______________________________________________

Company Name  Street Address  City/State/Postal Code /Country

AUTHORIZED SIGNATURE  PRINT NAME  TITLE

Questions or Comments, please contact:
Yvonne Grunebaum / Director, Industry Relations
Phone: 978-299-4529 / Fax: 978-524-0461
ygrunebaum@prri.com
INDUSTRY-SUPPORTED SYMPOSIA APPLICATION

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<th>Exact Title of Symposium</th>
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**Brief Description of Symposia Topic and Proposed Faculty:**

* Symposium acceptance is subject to final approval by the WTSA Scientific Program Committee

**DAY/DATE/TIME OF MEETING**

Fri. June 28th, 6:30 pm – 8:30 pm

**NUMBER ATTENDEES EXPECTED:** _________________

**ROOM SET**

- Classroom
- Podium
- Theater
- Head table # pp ___
- Conference
- Hollow Square
- U-shape
- Reception
- Banquet (rounds)

**FUNCTION TYPE** $25,000

Once space has been assigned and confirmed by WTSA you will be put in direct contact with a catering representative. Catering, special set fees, AV, electrical/telecommunications and labor are not included in the fee. Each sponsor is responsible for all charges to the facility. By signing below you are authorizing WTSA to charge the total fee indicated on this form to your credit card.

**PAYMENT METHOD:**

- Check amount enclosed: $____________
- CREDIT CARD
  - American Express
  - MasterCard
  - Visa
  - Amount to be charged: $____________

Credit Card Number ___________________________ Expiration Date ___________ Security Code (3-4 #s on front or back of card)

Name as it appears on credit card ___________________________ Cardholder’s Signature ___________________________

☐ Please check if credit card billing address is same as contact information at the top of the form.
☐ If billing address is not the same please enter below.

Company Name ___________________________ Street Address ___________________________ City/State/Postal Code /Country

WE AGREE TO ABIDE BY ALL RULES AND REGULATIONS SET FORTH IN THE PROSPECTUS. ACCEPTANCE OF THIS APPLICATION BY SHOW MANAGEMENT CONSTITUTES A CONTRACT.

**AUTHORIZED SIGNATURE** ___________________________ **PRINT NAME** ___________________________ **TITLE** ___________________________
Purchasing Your Exhibit Space Online

To register your exhibit space for the 2013 WTSA annual meeting we are pleased to inform you that this service is now available online. In order to register your company to exhibit please visit: https://impak.prri.com/st_members_online/registration/exhstart.asp

You may choose to send us a hard copy exhibit application. You may find that document at www.westernthoracic.org/industry.

Applying Online:

1.) Once at the link mentioned above, click on the Exhibit Agreement and search for your Company. If your Company is not listed in our records please follow the directions and proceed by entering your Company Name, Primary Contact Information and Exhibit Space Information.

2.) Once your Company information is registered you must check the terms and conditions (which are listed on Page 10 of this Prospectus) in order to continue.

View Floorplan

"View Floorplan" to select exhibit space preferences.

✔ By checking this box, I agree that I have read the terms & conditions and that I am aware of the cancellation policy.

Save Changes  Save Changes and Pay

3.) You may proceed to View Floorplan to select 3 Exhibit Spaces of your choice. After you have made your selections proceed to submit your payment option.

You will receive a confirmation email with your Username and Password which can be used to return to the WTSA site at any time.

Applications must be received with 50% deposit. Priority point deadline is March 15, 2013. Final payment is due in full no later than March 15, 2013.

Should you have any questions regarding your Exhibit Application, please contact the WTSA offices.

Kimberly Derr
Industry Coordinator
Western Thoracic Surgical Association
kderr@prri.com
Phone: (978) 927 – 8330
Fax: (978) 524 – 0461

Yvonne Grunebaum, CEM
Director of Industry Relations
Western Thoracic Surgical Association
ygrunebaum@prri.com
Phone: (978) 927 – 8330
Fax: (978) 524 – 0461
The Western Thoracic Surgical Association and its authorized representatives are hereinafter referred to as “Show Management.”

1. PAYMENT AND REFUNDS. Applications received prior to March 15, 2013 must be submitted with a 50% deposit. Application received on or after March 15, 2013 must be accompanied by the full space rental due. Applications received without proper payment will not be processed nor will space assignments be made.

If Show Management receives a written request for cancellation in whole or part on or before March 15, 2013, the exhibitor shall forfeit as liquidated damages, the amount paid by him for his space rental, times specified, or fails to comply with any other provisions contained in these rules and regulations concerning use of exhibit space, Show Management & Facility have the right to reassign the booth location shown on the face of the contract or to take possession of said space and all materials therein, 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 for his 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 in 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 in the name and address of the item or party, not the name or address of the 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 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 must be fully completed by 4:00 P.M. of the day prior to the opening 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 the close of the Show.

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, shall 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 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 exhibit or display, Show Management will endeavor to answer them. 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. 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.

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 purposes. 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 IAEI, ESCA and ED&PA guidelines. All exhibitor labor must comply with the established labor jurisdiction.

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 in the booth of the respective exhibitor. It is the 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 marked or which cannot be returned. It is the responsibility of the exhibitor 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 thereto. 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 material owned by the exhibitor after the Show will be removed at the exhibitor’s expense.

Exhibitors will be billed for Show Contractor’s charges at prevailing rates for storage, handling and transportation.

9. OPERATION OF DISPLAYS. Show Management reserves the right to restrict the operation of, or cancel operations of, 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 “barbers” 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.

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 dressed. 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 show opens.

10. SOCIAL ACTIVITIES. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or any other functions during official show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management.

11. LIABILITY, INSURANCE & INDEMNIFICATION. Resort, WTSA, and Exhibitor agree to indemnify and hold each other and the other’s officers, directors, agents, and employees harmless against any and all claims, costs, and expenses, including reasonable attorney’s fees, arising out of or relating to the other’s performance under this agreement.

13. 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 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 (hereafter “Act”) to make their booths accessible to handicapped persons. 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 supply with all necessary and for which the exhibitor shall be responsible. The exhibitor shall assume

15. OTHER REGULATIONS. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the interpretation and approval of Show Management.

SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT 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 HERETO 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.

DATE
AUTHORIZED SIGNATURE
TITLE