

Exhibitor Agreement



Email to: crynning@UrologyManagement.org
kprice@UrologyManagement.org

Fax to: 410-689-3847

Mail Payment to: 1000 Corporate Blvd.
Linthicum, MD 21090
Attn: Industry Relations

EXHIBITING COMPANY INFORMATION:

COMPANY NAME _____

ADDRESS _____

CITY _____

STATE/COUNTRY/PROVINCE _____

ZIP OR POSTAL CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

WEBSITE ADDRESS _____

DIRECT CONTACT INFORMATION:

Name of person Coordinating Exhibit _____

MAILING ADDRESS (IF DIFFERENT FROM ABOVE)

CITY _____

STATE/COUNTRY/PROVINCE _____

ZIP OR POSTAL CODE _____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

EXHIBIT SPACE PRICE:

Exhibit Booth (10' x 10'): \$3,500 USD Number of Spaces: _____

AVAILABLE EXHIBIT SPACE:

1st choice _____ 2nd choice _____ 3rd choice _____

We would like to be near: _____

We would not like to be near: _____

Federal ID #25-6041278

Questions? Please contact the NSUAU at 410-689-3747 or email crynning@UrologyManagement.org or kprice@UrologyManagement.org. Fax Contract to: 410-689-3847

Invoices will be due 60 days from receipt of agreement for all agreements received before or on July 12, 2018. All balances must be paid in full no later than September 12, 2018. All agreements received after September 12, 2018 must be paid in full immediately via credit card or wire transfer. All companies with delinquent payments will be prohibited from participation until payment is received.

Cancellation Policy: Cancellations received in writing by July 1, 2018 will be subject to a 25 percent administrative fee. There will be no refunds for cancellations received after July 1, 2018.

Exhibitor Agreement

Terms and Conditions Northeastern Section AUA (NSAUA) Annual Meeting

1. Agreement to Terms, Payments, Condition and Rules. The Exhibitor agrees to observe and abide by the Terms and Conditions set forth hereafter and by such additional Terms and Conditions made by the Northeastern Section of the American Urological Association (NSAUA) from time to time for the efficient or safe operation of NSAUA Annual Meeting (Conference), including, but not limited to, those contained in the Exhibitor Prospectus and Exhibitor Service Kit. Invoices will be due 60 days from receipt of agreement for all agreements received before or on September 12, 2018. All balances must be paid in full no later than September 12, 2018. All agreements received after September 12, 2018 must be paid in full immediately via credit card or wire transfer. All companies with delinquent payments will be prohibited from participation until payment is received.

2. Indemnification. (a) Neither the NSAUA, nor the Royal York Hotel, nor any officers, agents, employees or representatives of either of them, shall be held liable for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. (b) The Exhibitor and its agents shall indemnify, defend and protect the NSAUA and The Royal York Hotel against, and hold and save the NSAUA and the Hyatt harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts, or failures to act, or negligence of the Exhibitor, or any of its officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of these Terms and Conditions, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of a registered trademark. (c) The exhibiting company is responsible and accountable for the actions of its staff and any agents, appointed contractors or vendors.

3. Exhibit Insurance. Exhibitors who desire insurance on their exhibits must obtain the same at their own expense. The NSAUA does not carry insurance of any sort on the exhibit or other property of Exhibitors and the NSAUA assumes no liability for loss or damage thereto from any cause.

4. Liability Insurance. All Exhibitors and their contractors must have insurance to protect themselves against bodily injury and property damage claims arising from Exhibitor's participation in the Conference, including but not limited to worker's compensation as required by U.S. statutes and commercial general liability insurance in such amounts as are adequate, but in no event less than \$1 million (U.S.) in respect of injuries to any one person in any one occurrence, with a \$2 million aggregate, and \$1 million in respect to damage to property. Said

insurance shall name the NSAUA and the Royal York Hotel, and its agents, officers, board members and employees, as additional insured's. This insurance shall not be cancelled prior to the termination date of insured's contract with the NSAUA or until after thirty (30) days prior written notice has been given to the NSAUA. It is agreed that any insurance maintained by the NSAUA and the Royal York Hotel shall apply in excess of, and not contribute with coverage provided by the Exhibitor or any of its agents, contractors or representatives.

5. Licensing of Exhibit Space. The NSAUA shall license the Exhibit Space to Exhibitor for the period of the Conference, provided the Conference facility is made available to NSAUA. Such a license is made for the period of the Conference only and does not imply that the same or similar space will be held or offered for future conferences. NSAUA reserves the right to terminate this Agreement, close the Exhibit Space and remove the Exhibitor's property if NSAUA determines, in its sole discretion, that the Exhibitor is not eligible to participate in the Conference or is in violation of any NSAUA rules and regulations. The Exhibitor must not hold itself out as an agent or representative of NSAUA, or joint venturer with NSAUA.

6. Conference Hours and Dates. Hours and dates for installing, showing and dismantling the Exhibit Space shall be those specified by the NSAUA in writing to the Exhibitor. All exhibits must be open and staffed for business during exhibit hours, and no dismantling or packing may be started before the official close of the Conference.

7. Exhibitor Responsibilities. The Exhibitor shall exhibit only its own products or services for which it is the duly authorized representative and a principal(s) and/or employee(s) of the Exhibitor must be present in the Exhibit Space at all times during the exhibit hours of the Conference.

8. Assignment of Exhibit Space. The Exhibitor shall not assign or sublicense to a third party its rights hereunder to the Exhibit Space, or any portion thereof, without the written consent of the NSAUA, which the NSAUA may withhold in its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee or sub-licensee and all its representatives.

9. Displays and Decorations. Merchandise, signs, decorations or display fixtures shall not be pasted, taped, nailed or tacked to walls of the Conference facility. No signs, advertising devices or merchandise shall be displayed outside the Exhibit Space. The NSAUA reserves the right to approve all signs and decorations before display at the Conference.

10. Observance of Laws and Rules. The Exhibitor must comply with all laws, rules, regulations and ordinances of federal, province, state and local government authorities, and all rules of the Conference facility.

11. FDA Regulations and Restrictions. All medical devices or pharmaceutical products either exhibited or described in Exhibitor literature must satisfy U. S. Food and Drug Administration (FDA) requirements — full compliance with applicable FDA approvals as well as with its guidelines regarding display, promotion and marketing of medical products. If an exhibited product remains under clinical investigation or investigational new drug application (INDA) procedures, that fact must be prominently disclosed. Also, if not licensed or approved by the FDA specifically for urological procedures, that fact must be prominently noted. (Information regarding FDA regulations and approvals may be secured from the agency.) Additional constraints may apply pending further FDA guidelines and NSAUA-imposed regulations, and the Exhibitor agrees to comply with all then-applicable restrictions. The NSAUA reserves the right to terminate this Agreement, close the exhibit and remove the Exhibitor’s property should NSAUA determine, at its sole discretion, that the Exhibitor has violated these restrictions or is otherwise ineligible to participate in the Conference. The Exhibitor agrees to indemnify, hold harmless and defend the NSAUA should any of its products or literature violate these rules, or transgress FDA requirements.

12. Closing of Exhibit. If the Exhibitor is the subject of a labor or similar dispute resulting in picketing or overt demonstration in or near the Conference facility, or if the Exhibitor engages in any action or demonstration that is objectionable to the NSAUA or distracts attendance to the Conference, the NSAUA reserves the right to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor’s property from the Exhibit Space. The NSAUA shall be entitled to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor’s property from the Exhibit Space at any time for failure by the Exhibitor or its duly authorized assignee or any of its officers, agents, employees or other representatives to perform, meet or observe any Term and Condition set forth herein or any additional Terms and Conditions made subsequent to this Agreement for the efficient and safe operation of the Conference, and such Exhibitor shall not be entitled to a refund of any payment.

13. Inability to Hold Show. If, because of war, fire, strike, terrorist acts, exhibit facility construction or renovation project, government regulation, public catastrophe, act of God or the public enemy or other cause beyond the control of the NSAUA, the Conference or any part thereof is prevented from being held, is canceled by the NSAUA, or the Exhibit Space becomes unavailable, the NSAUA, in its sole discretion, shall determine and refund to the Exhibitor a proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by the NSAUA and reasonable compensation to the NSAUA, but in no case shall the amount of the refund to Exhibitor exceed the amount of the exhibit fee paid.

14. Cancellation. If Company cancels its participation in NSAUA or fails to occupy the space assigned, such cancellation or failure to occupy shall be considered a default on Company’s part, and Company shall remain liable for, and shall pay to NSAUA, the total fees (including any balance due) for the space assigned. To be effective, all Company cancellations of participation in NSAUA must be received by Urology Management Services (UMS), in writing (return receipt requested). The date of cancellation shall be the date that UMS received the written cancellation. All cancellation fee(s) are payable immediately upon cancellation. The cancellation fee(s) terms shall apply regardless of the execution date of this Contract.

15. Americans with Disabilities Act (ADA). The Royal York Hotel shall be responsible for all accessibility requirements and labor accommodation requirements under the Americans with Disability Act (ADA) or any other disability or equal protection laws. The NSAUA shall be responsible for those readily achievable, non-permanent accessibility requirements, which are applicable to the NSAUA if not otherwise provided by the Conference facility. The Exhibitor agrees that it will comply with any provisions of the ADA or any other disability or equal protection laws which are applicable to the Exhibitor.

16. Jurisdiction. Each party hereto consents to the jurisdiction of the courts of the State of Maryland for enforcement or interpretation of this Agreement, and further consents to service of process in accordance with the Maryland Rules of Procedure.

17. Governing Law. This Agreement, having been executed in the State of Maryland, shall be governed by and construed and enforced in accordance with the Laws of the State of Maryland as if it is an agreement made and to be performed entirely within such State. This Agreement may not be amended or modified except by a written communication by the NSAUA.

Agreement: I am an authorized representative for this Exhibiting Company with full power and authority to sign this Exhibitor Agreement. The Exhibiting Company has read and understands the Terms and Conditions as stated in the Exhibitor Agreement.

Authorized Signature

Print Name Date

Email Address

Phone Number
