Mitral
Conclave
2021
Prospectus

April 29-30, 2021
Sheraton New York Times Square
New York, NY, USA

Program Director
David H. Adams

www.aats.org/mitral
Dear Industry Supporter,

The **2021 Mitral Conclave** will bring the world’s leading figures in mitral valve disease together for two days to discuss the latest information regarding management guidelines, imaging, pathology, minimally invasive approaches, percutaneous approaches, surgical techniques, devices, and long-term results is once again the goal of the Conclave. Faculty presentations of the latest available data, techniques, and state of the art reviews will be supplemented by abstract and video presentations selected by the program committee from submitted original work.

The **2021 Mitral Conclave** is taking place at the Sheraton New York Times Square Hotel in New York City April 29-30, 2021 immediately preceding the AATS 101st Annual Meeting in Seattle, Washington. A very impressive program committee has been assembled to ensure an unmatched program.

On behalf of the AATS, we invite you to take part in this important meeting. In 2019 the Mitral Conclave hosted more than 1400 professional attendees. We expect well over 1200 professional attendees from all over the world for 2021.

The enclosed information will help you and your company prepare for the **2021 Mitral Conclave** on April 29-30, 2021 in New York City. If you have any questions, please contact me or any of our staff. We look forward to seeing you in New York City!

Sincerely,

M. Binette
Director of Corporate and Industry Relations
Sponsorship Support Opportunities

The 2021 AATS Mitral Conclave continues its tradition as the benchmark meeting in the field of mitral valve disease. The faculty includes more than 70 international leaders in the field, and the program features more than 200 invited or submitted lectures, abstracts, and video presentations.

During the two-day Conclave, every topic in mitral valve disease will be covered, with a unique emphasis on technical aspects of reconstructive valve surgery. Six plenary lecture sessions, four expert video sessions, twenty-two breakout sessions, and eight lunch sessions are sure to generate a high-energy learning environment as the mitral world comes together.

The AATS Mitral Conclave relies on generous support from Industry in the form of sponsorships and educational grants to bring together the world’s leading scientists in the specialty to discuss their latest clinical and research efforts. Expert faculty will present evidence-based strategies that will impact practice performance and improve outcomes for patients.

Thank you for your support!

CENTURION LEVEL $200,000
- One symposium
- Two seats at the faculty dinner
- Eight registrations
- Recognition in Mobile App, final Agenda book, and on slides projected during introductory remarks and session breaks.

PREMIER PLATINUM LEVEL $125,000
- One symposium
- Two seats at the faculty dinner
- Six registrations
- Recognition in Mobile App, final Agenda book, and on slides projected during introductory remarks and session breaks.

PLATINUM LEVEL $100,000
- Four registrations
- Recognition in Mobile App, final Agenda book, and on slides projected during introductory remarks and session breaks.

GOLD LEVEL $75,000
- Three registrations
- Recognition in Mobile App, final Agenda book, and on slides projected during introductory remarks and session breaks.

SILVER LEVEL $50,000
- Two registrations
- Recognition in Mobile App, final Agenda book, and on slides projected during introductory remarks and session breaks.

BRONZE LEVEL $25,000
- One registration
- Recognition in Mobile App, final Agenda book, and on slides projected during introductory remarks and session breaks.

Marketing Opportunities

WiFi $30,000
Create a custom password to allow attendees access to WiFi onsite.

KEY CARDS $15,000
Hotel guests attending the Mitral Conclave meeting will have a plastic hotel keycard for their room. Your message may be prominently displayed on each key to encourage traffic to your exhibit. Keys will be available for guests staying at the New York Hilton Midtown.

ROOM DROPS $5,000
Send a targeted message to each attendee’s room at the New York Hilton Midtown. Promotional piece must be approved by AATS.

FUNCTION ROOMS $3,000
Rent a space for your own affiliate function such as a staff meeting during the event. See form for requirements. Catering and audio visual available at an additional cost.

BREAKFAST AND LUNCH SYMPOSIUM $30,000**
Pending availability. Contact AATS for more details.

WELCOME RECEPTION SPONSORSHIP $25,000
The Welcome Reception will take place Thursday, May 2, 2019 6:30 pm – 8:30 pm. Sponsoring the reception will include name recognition on signage, company branded cocktail napkins and the opportunity to address the audience with a microphone during the event.
EXHIBIT HALL INFORMATION

The meeting will be held in Metropolitan Ballroom East and the exhibits and breaks will be in the Metropolitan Ballroom West, Central Park East and West.

Exhibit Table Top Fee $6,000
Includes 6’ x 30” table top
The fee of $5,000 includes a 6’x30” skirted table-top with 2 chairs, 2 exhibitor registrations and listing in the program. Exhibit space assignments are made on a first come, first served basis.

APPLICATION AND DEPOSIT

- 50% is due upon receipt of invoice.
- 25% is due on October 18, 2020.
- Payment in full is due January 18, 2021.

Checks and Payments will be through A. Fassano & Co.
Check payable to: American Association for Thoracic Surgery
Mail check and completed application to: Exhibits AATS, A. Fassano & Company
461 Route 168, Unit A, Turnersville, NJ 08012.
Email: AATSprocessing@AFassanoCo.com
Questions? Kimberly Deptula - Phone: 866-302-0885
Wire Transfer: Kimberly Deptula at 866-302-0885 or email logistics@AFassanoCo.com. Wire fees will be added to your invoice.

REFUNDS AND CANCELLATIONS

No refunds will be given for reductions in space or cancellations received after January 18, 2021 and obligate the exhibiting company to the full payment of exhibit space. All cancellations must be submitted in writing. Show Management must receive a written request for cancellation or downgrade of space. If the request for cancellation/reduction in space is received prior to January 18, 2021, the exhibitor will be refunded their deposit amount minus a 25% processing fee. For cancellations or reductions received after January 18, 2021 no refunds will be issued and exhibitor will be responsible for paying the remaining exhibit booth balance.

CONDUCTING EXHIBITS

No drawings, 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 that noise does not interfere with other Exhibitors. Character of the exhibits is subject to the approval of the Association. folly is reserved to refuse applications, which 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.

SHIPPING

Please refer to the online service kit.

SECURITY

Tables must be staffed during exhibit hours. Security will be provided overnight when exhibits are closed.

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.

FIRE PROTECTION

Exhibitor, designated contractors, and others attending the Mitral Conclave must comply with all applicable federal, state and local fire and building codes as well as all Hilton (New York, NY) rules and regulations, policies and procedures. For the safety of persons and property, no fire-works or incendiary devices may be used indoors at the hotel. All displays must be in compliance with the local Fire Department regulations, including those pertaining to occupancy load, mandatory aisles, ceiling clearance and fire exits. The Hilton Midtown (New York, NY) will strictly enforce all fire and safety regulations, including the playing of required public service announcements. The Hotel and AATS require prior written authorization for the following: (1) Operation of any heater, barbecue, heat-producing or open flame devices, candles, lanterns, welding equipment, smoke-emitting devices, etc. (2) Use of lasers or X-ray equipment (3) Use of any compressed gases (e.g. L.P., propane, oxygen) (4) Use, handling, storage and disposal of hazardous materials and waste in accordance with all federal, state and local regulations pertaining to hazardous materials.

PROTECTION OF THE HOTEL

Exhibitors will be held liable for any damage caused to the hotel and decorations may not be taped, nailed, tacked, stapled, or otherwise fastened to ceilings, painted surfaces, columns, fabrics, doors, windows or walls. Glitter is not permitted in the Sheraton Hotel (New York, NY). Adhesive backed
decals/stickers (except for name tags) may not be used or distributed on the premises. Decorations may not block exit doors, fire extinguishing equipment, sprinklers, or emergency lighting systems. All decorating materials must be constructed of flameproof material or treated with approved flame proofing solution.

INDEMNIFICATION
To the fullest extent permitted by law, Exhibitor agrees to protect, indemnify, defend and hold harmless the AATS, A. Fassano & Co., the Hotel, Hilton Worldwide, Inc. and the Hotel’s Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the “Hotel Indemnified Parties”), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney’s fees) (collectively, “Claim(s)”), arising out of or relating to the Event that is subject of this Agreement to the extent such Claims are caused by the negligence or intentional misconduct of Exhibitor’s employees, agents, contractors, and attendees; provided, however, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. To the fullest extent permitted by law, AATS, A. Fassano & Co. and Hotel agrees to protect, indemnify and hold harmless the Exhibitor, owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the “Group Indemnified Parties”), from and against any and all Claims arising out of or relating to the Event that is subject to this Agreement to the extent such Claims are caused by the negligence, gross negligence or intentional misconduct of Hotel; provided, however, that nothing in this indemnification shall require Hotel, A. Fassano & Co. and AATS to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

INSURANCE
Exhibitor agrees to maintain insurance reasonably commensurate with all activities arising from or connected to the meeting including but not limited to, Commercial General Liability insurance with limits not less than Two Million US dollars per occurrence covering property damage, products/operations liability assumed under an insured contract, including the tort liability of another assumed in a business contract. Exhibitor agrees to add Hotel Indemnified Parties as additional insureds under all applicable policies for the meeting and exhibitor’s insurance will apply as primary to any excess over other available insurance. Neither exhibitor’s failure to provide, nor AATS, A. Fassano & Co., and Hotel’s failure to obtain, proof of compliance shall act as a waiver of any of term in this Agreement.

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 the rules and regulations, AATS and A. Fassano & Co., 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 January 16, 2017.
# Sponsorship Support Agreement

## Company / Exhibitor

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## Authorized Signature

By signing this document, the exhibitor agrees that this is a legally binding contract and that 50% advanced payment is due with this agreement and the balance is due by **January 18, 2021**. Written cancellations received after **January 18, 2021** will not receive a refund. In the event of cancellation prior to **January 18, 2021**, a refund less 25% will be issued unless the support is resold at the full amount. All artwork must be submitted to the AATS for approval prior to use.

## Sponsorship Support Levels

- **Centurion**: $200,000
- **Premier Platinum**: $125,000
- **Platinum**: $100,000
- **Gold**: $75,000
- **Silver**: $50,000
- **Bronze**: $25,000

- We are pleased to sponsor this event in the amount of $ ____________

## Payment Information

Exhibitor will be invoiced after applying and booth location is confirmed. The invoice will carry the link to the payment portal.

**Fees are payable via credit card or check.** Please note that as part of our compliance we can no longer accept credit card numbers via e-mail. This policy is designed to increase data security for cardholders and merchants. Emails received containing credit card information will be blocked. **Please note that credit card transactions over $25,000, will be charged a 3.5% fee.**

Checks must be drawn on a U.S. bank and are payable to: American Association for Thoracic Surgery

DO NOT EMAIL. This form must be faxed if credit card number is showing. Secure Fax: 978-522-8469

**Total Fee Due $ ____________**

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Name as it appears on the card

Billing Contact Name

Billing Contact Phone Number

Address

Billing Address [ ] Same as Above [ ] Different Address Provided Here

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[ ] **Wire Transfer:** Please call our offices at 978-252-2200 for wiring information. Wire fees will be added to invoice.

**Complete and Return To:** Melissa Binette, Director of Corporate & Industry Relations, mbinette@aats.org
American Association for Thoracic Surgery, 800 Cummings Center, Suite 350-V, Beverly, MA 01915 USA,
Phone: 978-252-2200 Fax: 978-522-8469 Email: industry@aats.org We do not accept credit card payments via email.
Marketing Support Form

Company / Exhibitor

Contact

Title

Address

City    State  Zip  Country

Telephone   Fax  Email for Contact

Authorized Signature

By signing this document, exhibitor agrees that this is a legally binding contract and 50% advanced payment is due with this agreement and the balance is due by January 18, 2021. In the event of cancellation prior to January 18, 2021, a refund less 25% fee will not be issued unless the support is resold at the full amount. All artwork must be submitted to the AATS for approval prior to use.

Please check the appropriate support opportunity:

- WIFI  $30,000
- Key Cards  $15,000
- Room Drops  $5,000
- Welcome Reception Sponsorship  $25,000
- Breakfast Lunch Symposia  $30,000
- Function Room  $3,000

Total Support Fee Due $ __________

☐ We are pleased to donate an educational grant in the amount of $ _______________

PAYMENT INFORMATION

Exhibitor will be invoiced after applying and booth location is confirmed. The invoice will carry the link to the payment portal.

Fees are payable via credit card or check. Please note that as part of our compliance we can no longer accept credit card numbers via e-mail. This policy is designed to increase data security for cardholders and merchants. Emails received containing credit card information will be blocked. Please note that credit card transactions over $25,000, will be charged a 3.5% fee.

Checks must be drawn on a U.S. bank and are payable to: American Association for Thoracic Surgery

DO NOT EMAIL. This form must be faxed if credit card number is showing. Secure Fax: 978-522-8469

Total Fee Due $ __________

☐ Check #_________

☐ MasterCard  ☐ Visa  ☐ American Express

Credit Card #       Expiration Date         Security Code

Name as it appears on the card

Billing Contact Name

Billing Contact Phone Number

Address

Billing Address ☐ Same as Above ☐ Different Address Provided Here

City    State  Zip  Country

Signature  (I authorize AATS to charge my credit card the above fees)

☐ Wire Transfer: Please call our offices at 978-252-2200 for wiring information. Wire fees will be added to invoice.

COMPLETE AND RETURN TO: Melissa Binette, Director of Corporate & Industry Relations, mbinette@aats.org
American Association for Thoracic Surgery, 800 Cummings Center, Suite 350-V, Beverly, MA 01915 USA,
Phone: 978-252-2200  Fax: 978-522-8469  Email: industry@aats.org  We do not accept credit card payments via email.
Exhibit Space Application

Please complete all sections of this application and either type or print in each section. Payment of 50% of total commitment is due no later than June 24, 2019. Final payment of the remaining balance is due no later than July 1, 2019.

Company / Exhibitor

Primary Contact   Title

Address

City    State  Zip  Country

Telephone   Fax  Email for Contact

Authorized Signature

EXHIBIT SPACE

- Table Top $6,000
  Includes two (2) exhibitor registrations. Additional exhibitor registrants are $200. Please complete the Exhibitor Registration Form for additional registrants. Preferred Locations; (List booth numbers)  

1st Choice ____  2nd Choice ____  3rd Choice ____  4th Choice ____

PAYMENT, REFUNDS AND CANCELLATIONS.
Upon receipt of your application, 50% of your total booth fee will be due. 25% of remaining balance will be due October 18, 2020. Final balance of the the space rental charge will be due January 18, 2021. Full payment will be required for those applications submitted after January 18, 2021.

We would like to be near

We would NOT like to be near.
(AATS will make every effort to honor your location requests.)

PAYMENT INFORMATION
Exhibitor will be invoiced after applying and booth location is confirmed. The invoice will carry the link to the payment portal.

Fees are payable via credit card or check. Please note that as part of our compliance we can no longer accept credit card numbers via e-mail. This policy is designed to increase data security for cardholders and merchants. Emails received containing credit card information will be blocked. Please note that credit card transactions over $25,000, will be charged a 3.5% fee.

Checks must be drawn on a U.S. bank and are payable to: American Association for Thoracic Surgery

- Wire Transfer: Kimberly Deptula at 856-302-0885 or email logistics@AFassanoCo.com. Wire fees will be added to your invoice.
Submit application to: aatsprocessing@AFassanoCo.com

The American Association for Thoracic Surgery, and its authorized representatives are hereinafter referred to as “Show Management.”

1. PAYMENT, REFUNDS AND CANCELLATIONS. Upon receipt of your application, 50% of your total booth fee will be due. 25% of remaining balance will be due on November 6, 2020. Final balance of the the space rental charge will be due January 18, 2021. Full payment will be required for those applications submitted after January 18, 2021.

Cancellations and reductions in booth space must be submitted in writing and submitted to AATS Show Management via email to aatsprocessing@AFassanoCo.com.

Reductions in booth space are equivalent to cancellations. For example, if an exhibitor reduces from an originally contracted 20x20 booth space to a 10x20 booth space has cancelled 2 booth spaces and cancellation fees will apply. All cancellations or reductions in space must be submitted to Show Management in writing. If the request for cancellation/reduction in space is received prior to January 18, 2021, the exhibitor will be refunded their deposit amount minus a 25% processing fee. No refunds will be given for reductions in space or cancellations that are requested after January 18, 2021 and obligate the exhibiting company to the full payment of exhibit space.

It is expressly agreed by the exhibitor that in the event he/she fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his/her use of exhibit space, Show Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit all rent, as liquidated damages, the amount paid by him/her for their space reservation, regardless of whether or not the Show Management enters into a further lease for the space involved.

CANCELLATION OF EVENT It is mutually agreed that, in the event of cancellation of the 2021 AATS Annual Meeting due to fire, strikes, government regulations, acts of war, acts of terrorism, or other causes that would prevent its scheduled openings or continuance, then and thereupon this agreement will be terminated and the American Association for Thoracic Surgeons and Show Management shall determine an equitable basis for the refund of such exhibit fees. The American Association for Thoracic Surgeons and Show Management will not be held liable for any other costs incurred by the exhibitor, other than the cost of exhibit rental space.

2. SPACE RENTAL AND ASSIGNMENT OF LOCATION. Whenever possible, space assignments will be made by Show Management in keeping with the preferences 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 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 limited to the usual and regular 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/her 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 of all exhibits must be fully completed by the opening time of the exposition. Any space not 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 after the closing of the Show. Priority Points will be deducted for exhibitors leaving the show early without consent.

6. ARRANGEMENT OF EXHIBITS. Each exhibitor is provided an Official Exhibit 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 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.

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 exhibition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor’s space, materials and operation is concerned. All booth decorations including carpeting must be flameproof and all hangings must clear the floor. Electrical wiring must conform with the National Electrical Code Safety Rules, unless the fire and safety code applicable to the facility are more stringent. If inspection indicates any exhibitor has neglected to comply with these regulations, or other wise incurs fines or is forced to cancel an exhibit, the exhibitor as may be irregular, and effect the removal of same at exhibitor’s expense. Refunds will not be issued in the event of cancellation due to noncompliance with law. Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will be made available for such purpose. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used the exhibitor should communicate with Show Management for information concerning facilities and regulations. Exhibitors must comply with City and State fire regulations. Independent contractors must conform to IAEI, ESCA and ED&P &A guidelines. Exhibitors must comply with applicable federal, state, provincial, and local fire and safety regulations.

8. STORAGE OF PACKING CRATES AND BOXES. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exposition, but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor’s responsibility to mark and identify these crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as “empty” Because of lack of storage facilities, it may be necessary to store empty crates and cartons outside the building. Every effort will be made to protect the crates from the elements, but neither Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor’s expense. Exhibitors will be billed by Show Contractors for removal time and materials at prevailing rates.

9. OPERATION OF DISPLAYS. Show Management reserves the right to restrict the operation of, or erect completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, are determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so-called “barkers” or “pitchmen” is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near the 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.

Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor’s booth space. Distribution of circulars

Continued on next page
may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Live Animals. Live animals are prohibited.

Models. Booth representatives, including models or demonstrators, must be properly and modestly clothed. Excessively revealing attire is prohibited.

Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens.

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

11. INDEMNIFICATION AND INSURANCE

11.a. Exhibitor assumes sole and entire responsibility for any and all bodily and personal injury (including death) and damage to property that may be sustained in connection with, resulting from or in any way incident to, the use of the Premises or any materials, vehicles, or properties distributed by Exhibitor. Exhibitor agrees to indemnify and hold harmless the AATS, A. Fassano & Company, Freeman and the Washington State Convention Center for any claim or damage (including attorney’s fees and expenses of legal proceeding) that the AATS, A. Fassano & Company, Freeman and the Washington State Convention Center may sustain, or be required to pay, in connection with or arising out of the Event by reason of the act, omission or negligence of any person associated with the Exhibitor or whose presence in the Facility is attributable to the Exhibitor, including, without limitation, any violation by the Exhibitor of the Agreements contained in this Prospectus. Such assumption of responsibility and indemnification by the Exhibitor shall apply unless such damage or injury results from the negligence, gross negligence, or willful misconduct of the AATS, A. Fassano & Company, and the Washington State Convention Center.

11.b. Exhibitor shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to trademark, patent or other proprietary right which is used or incorporated in the Exhibitors booth or event. Exhibitor will indemnify, save and hold harmless the AATS, A. Fassano & Company, Freeman, the Washington State Convention Center, its officers, agents, employees and servants from and against all claims, costs and expense (including legal fees), demands, actions and liability of every kind arising from the use of any such materials or such claims of infringements or violation of the rights of the owner.

11.c. Exhibitor shall also maintain, commercial general liability insurance on an occurrence basis. Such insurance shall cover claims by any person for bodily or personal injury, death or property damage occurring in connection with or arising out of the Event, with combined single limit coverage per occurrence of not less than $1,000,000, $2,000,000 general aggregate, which coverage shall name the AATS, A. Fassano & Company, Freeman and the Washington State Convention Center as additional insureds. Exhibitor shall also maintain workers’ compensation insurance as required by law including employer’s liability coverage in the amount of $100,000 by accident and $100,000/$500,000 by disease.

11.d. For all other vehicles, Exhibitor shall maintain Comprehensive Business Automobile Liability insurance naming the AATS, A. Fassano & Company, Freeman, and the Washington State Convention Center as an additional insured, insuring any owned, non-owned, leased or licensed, or hired vehicles to be used in and out of the Facility, such policy to insure loading or unloading hazards with limits of liability of at least a combined single limit of $1,000,000, subject to umbrella excess requirement under 11.e.

11.e. Exhibitor shall also provide and maintain occurrence forms of concurrent umbrella excess liability insurance with terms of coverage no more restrictive than that required by n.c. and n.d. with a minimum occurrence limit of $1,000,000.

11.f. Exhibitor uses the Premises at its own risk, and the AATS, A. Fassano & Company, Freeman, and the Washington State Convention Center shall not be liable to the Exhibitor or to any person on the Premises or at the Facility under arrangements made with the Exhibitor for any damage, injury or claim, including without limitation such matters resulting from the acts or omissions of third parties, excepting solely any damage or injury attributable to the negligence, gross negligence or willful misconduct of the AATS, A. Fassano & Company, Freeman, or the Washington State Convention Center or any other liability imposed on the Washington State Convention Center by law.

11.g. The Exhibitor shall hold the AATS, A. Fassano & Company, Freeman, and the Washington State Convention Center harmless and indemnify the AATS, A. Fassano & Company, and the Washington State Convention Center and release the Washington State Convention Center from any claims, losses or damage to any property removed from the Facility by any person associated with the Event or whose presence in the Facility is attributable to the Event. In all other instances, Exhibitor’s undertaking under this Section shall apply only to claims, losses or damage to any property removed from the area or areas dedicated to the Event and/or from any of the common areas of the Facility. Any undertaking in this Section to hold harmless and indemnify the Washington State Convention Center shall apply except where such claims, losses or damage result from the negligence, gross negligence or willful misconduct of the Washington State Convention Center or any other liability imposed on the Washington State Convention Center by law.

11.h. Certificates of Insurance (COI) or other satisfactory evidence of insurance for the coverages required by this Article 11 shall be submitted to the AATS on or before April 9, 2021 and shall provide that there shall be no cancellation or non-renewal thereof without at least thirty days prior written notice to the Washington State Convention Center. If the COI is not received by the AATS by April 9, 2021, the Exhibitor is prohibited from participating in the event.

12. 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 décor. When such damage appears, the exhibitor is liable to the owner of the property so damaged. Exhibitors will be held liable for any damage caused to the convention center and decorations may not be taped, nailed, tack, stapled, or otherwise fastened to ceilings, painted surfaces, columns, fabrics, doors, windows or walls. Glitter and adhesive backed decals/stickers (except for name tags) may not be used or distributed on the premises. Decorations may not block exit doors, fire extinguishing equipment, sprinklers, or emergency lighting systems. All decorating materials must be constructed of flameproof material or treated with approved flame proofing solution.

13. AMERICANS WITH DISABILITIES ACT. As applicable, Exhibitors acknowledge their responsibility to comply with the Americans with Disabilities Act, US with Disabilities Act, and any similar provincial or local legislation (individually and collectively, the “Act”). 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 comply with the Act.

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

SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMITY WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO COMPLY WITH 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.