

AUA-2019

MAY 3-6 **chicago**

AUA EXPOSUITE APPLICATION

The AUA ExpoSuites are meeting rooms built on the AUA Science & Technology Hall to enable companies to have a private area for staff to meet, relax or to entertain or meet with healthcare professionals away from the main traffic of the exhibits. Located on the perimeter of the AUA Science & Technology Hall, your ExpoSuite will provide the privacy of a hotel suite without the challenging transportation logistics.

Company Information:

COMPANY NAME ("EXHIBITING COMPANY")

CONTACT FIRST NAME

CONTACT LAST NAME

TITLE

STREET ADDRESS

CITY

STATE

ZIP/POSTAL CODE

COUNTRY

DAYTIME PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

Please select your ExpoSuite:



10' X 10' EXPOSUITE
Friday – Sunday
 Standard ExpoSuite @ \$ 5750

**See page 2 for details.*



10' X 20' EXPOSUITE
Friday – Sunday
 Standard ExpoSuite @ \$ 8995*

**See page 2 for details.*



20' X 20' EXPOSUITE
Friday – Sunday
 Standard ExpoSuite @ \$ 16,050*

**See page 2 for details.*

Total fee: _____

Total fee: _____

Total fee: _____

Agreement: I am an authorized representative for this Exhibiting Company with full power and authority to sign this application for a contract for exhibit space. The Exhibiting Company agrees that the agreement entered into between the AUA and McCormick Place relating to the exposition premises, as well as the Prospectus and the Exhibitor Rules and Regulations, shall be considered a part of this contract, incorporated herein by reference, and shall be fully binding on both parties hereto. The Exhibiting Company has read and understands the Terms, Conditions and Rules attached to this contract and agrees to comply with them and with any modifications and amendments hereafter. In case McCormick Place shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen circumstances, including strikes, natural disaster, war or terrorist acts, total or partial failure of mass transportation, or other forces beyond the control of the parties, shall cause the fulfillment of this contract by the AUA impracticable, the Exhibiting Company agrees that AUA shall not in any case be held liable or responsible to the Exhibiting Company for any damage caused thereby.

Full payment of fee is due at contract signing.

COMPANY SIGNATURE

DATE

PRINT NAME

AUA SIGNATURE

DATE

PRINT NAME

EXPOSUITE STANDARD SETUP

A/V, electrical (other than specified in the Standard Setup), furniture, food and beverage, and other exhibitor services are available but are not included in the Standard Setup. ExpoSuite sponsors are required to comply with the same regulations regarding use of vendors as other AUA exhibitors. A list of vendors is available in the Exhibitor Service Kit on www.AUA2019.org.

22" x 28" sign artwork must be submitted to Diana Vacchiano no later than March 21, 2019. Dimensions, file format, and transmittal instructions available under separate cover.

Standard ExpoSuite includes:

10' x 10'

- Black carpet and padding
- 1000 watt electrical outlet
- Maple finished walls
- 22" x 28" sign hung outside of ExpoSuite
- 1 – locking door with cipher lock
- 1 – 42" round graphite conference table
- 4 – side chairs
- 5 complimentary badges
- Access to Suite with invited guests one hour prior to opening of exhibit hall.

10' x 20'

- Black carpet and padding
- 1000 watt electrical outlet
- Maple finished walls
- 22" x 28" sign hung outside of ExpoSuite
- 1 – locking door with cipher lock
- 1 – 42" round conference table
- 1 – 6' graphite conference table
- 6 – side chairs
- 10 complimentary badges
- Access to Suite with invited guests one hour prior to opening of exhibit hall.

20' x 20'

- Black carpet and padding
- 1000 watt electrical outlet
- Maple finished walls
- 22" x 28" sign hung outside of ExpoSuite
- 1 – locking door with cipher lock
- 1 – 8' graphite conference table
- 10 – side chairs
- 1 – Key Largo sofa (black)
- 1 – Key West Tub Chair (black)
- 1 – Sydney End Table (black)
- 1 – 6' skirted work table
- 20 complimentary badges
- Access to Suite with invited guests one hour prior to opening of exhibit hall.

TERMS, CONDITIONS AND RULES

1. Agreement to Terms, Condition and Rules

The Exhibitor agrees to observe and abide by the Terms, Conditions and Rules set forth here after and by such additional Terms, Conditions and Rules made by the American Urological Association, Inc.® (AUA) from time

to time for the efficient or safe operation of AUA 2019 Annual Meeting Exhibition (Show), including, but not limited to, those contained in the Exhibitor Prospectus (Prospectus) and the Exhibitor Service Kit (Service Kit).

2. Indemnification Exhibitors and their agents and contractors shall indemnify, hold harmless and defend the American Urological Association (AUA), its affiliates the American Urological Association Education and Research, Inc. (AUAER) and the Urology Care Foundation, Inc. (Foundation), Global Experience Specialists (GES), SMG, Metropolitan Pier & Exposition Authority, its Facilities Agents, Trustee, Officers, Board Members and Employees, and Chicago Park District, and their respective members, officers, directors, agents and employees (also referred to as "INDEMNIFIED PARTIES") from and against 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, of the Exhibitor, or any of its officers, agents, employees, invitees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of Show Terms, Conditions or Rules, or damage of any kind or nature arising out of or in connection with the Exhibitor's use and/or occupancy of Exhibit Space, 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 or from failure to comply with the EU General Data Protection Regulation or other data privacy regulations. The Exhibitor is responsible and accountable for the actions of its staff and any appointed contractor or vendor.

3. Waiver of Liability. Neither AUA nor any of its members, officers, agents or employees shall be held liable for, and all are 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.

4. Insurance Exhibitors and their agents and contractors shall, at their sole cost and expense, procure and maintain insurance to protect all parties against bodily injury and property damage claims arising from Exhibitor's participation in the Show, including but not limited to worker's compensation as required by the State of California and United States statutes and commercial general liability insurance. Insurance carriers for this insurance shall have no less than an "A-Class VIII rating" according to A.M. Best's rating and shall be authorized to do business in California. Said insurance coverage shall be in effect from the first day of the Exhibitor Move-in Period to the last day of the Exhibitor Move-out Period. This insurance shall not be canceled prior to the termination date of insured's contract with the AUA or until after thirty (30) days prior written notice has been given to the AUA. It is agreed that any insurance maintained by the American Urological Association (AUA), its affiliates the American Urological Association Education and Research, Inc. (AUAER) and the Urology Care Foundation, Inc. (Foundation), Global Experience Specialists (GES), SMG, Metropolitan Pier & Exposition Authority, its Facilities Agents, Trustee, Officers, Board Members and Employees, and Chicago Park District, and their respective members, officers, directors, agents and employees shall apply (if at all) in excess of, and not contribute with, coverage provided by the Exhibitor or any of its agents, contractors or representatives.

The following policies are required:

Commercial General Liability Liability (comprehensive) policy with coverage 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 \$3 million aggregate, and \$1 million in respect to damage to property providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from Exhibitor's use of occupancy of the Exhibit Space and endorsed to include non-owned and hired automobile liability coverage (if Exhibitor does not maintain owned automobile liability coverage). Such insurance shall be primary and not require contribution from any of the additional insureds, other insurance coverage and shall afford immediate defense and indemnification, as named additional insureds, the American Urological Association (AUA), its affiliates the American Urological Association Education and Research, Inc. (AUAER) and the Urology Care Foundation, Inc. (Foundation), Global Experience Specialists (GES), SMG, Metropolitan Pier & Exposition Authority, its Facilities Agents, Trustee, Officers, Board Members and Employees, and Chicago Park District, and their respective members, officers, directors, agents and employees to the limit of not less than \$1 million (U.S.).

- Worker's Compensation Insurance as required by law that will protect the American Urological Association (AUA), its affiliates (the American Urological Association Education and Research, Inc. (AUAER) and the Urology Care Foundation, Inc. (Foundation), Global Experience Specialists (GES), SMG, Metropolitan Pier & Exposition Authority, its Facilities Agents, Trustee, Officers, Board Members and Employees, and Chicago Park District, and their respective members, officers, directors, agents and employees from claims under any governing State or Federal acts
- For owned vehicles other than private passenger

automobiles, Commercial Automobile Liability coverage with limit for bodily injury or death and property damage

- Fire Legal Liability of no less than \$100,000
- Additional Insured the Commercial General Liability (comprehensive) policy described above shall include the following additional insured endorsement language: "American Urological Association (AUA), its affiliates (the American Urological Association Education and Research, Inc. (AUAER) and the Urology Care Foundation, Inc. (Foundation), Global Experience Specialists (GES), SMG, Metropolitan Pier & Exposition Authority, its Facilities Agents, Trustee, Officers, Board Members and Employees, and Chicago Park District, and their respective members, officers, directors, agents and employees of each of these above mentioned organizations and entities shall be named as Additional Insureds."

5. Licensing of Exhibit Space AUA shall license the Exhibit Space to Exhibitor for the period of the Show, provided the Show Building is made available to AUA. Such a license is made for the period of this Show only and does not imply that the same or similar space will be held or offered for future shows. AUA reserves the right to terminate this Agreement, close the Exhibit Space, and remove the Exhibitor's property, if AUA determines, in its sole discretion, that the Exhibitor is not eligible to participate in the Show, or is in violation of any AUA rules and regulations.

6. Show Hours and Dates Hours and dates for installing, showing and dismantling the Exhibit Space shall be those specified by the AUA and published in the Service Kit. 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 Show. Neither AUA, GES, McCormick Place/SMG, Metropolitan Pier & Exposition Authority, its Facilities Agents, Trustee, Officers, Board Members and Employees, and Chicago Park District, nor any of their agents, employees or contractors, shall be liable or responsible for any property not timely removed by the Exhibitor.

7. Exhibitor Responsibilities and Show Directory The Exhibitor shall exhibit only its own products or services for which it is the duly authorized representative,

and shall cause all such products or services exhibited by it to be listed in the official Exhibitor's Directory (Show Directory). In addition, principals or employees of the Exhibitor must be present in the Exhibit Space at all times during the open hours of the Show. The AUA shall (a) supply Exhibitor with the Service Kit and (b) publish, or cause to be published, an official Show Directory. AUA shall not be responsible for errors or omissions in the Show Directory.

8. Assignment of Exhibit Space The Exhibitor shall not assign or sub-license to a third party its rights hereunder to the Exhibit Space, or any portion thereof, without the written consent of the AUA, which the AUA 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. The assignee or sub-licensee shall be bound under the terms of this agreement, and under any other subsequent AUA rules or policies established governing exhibiting at the Show, to the same extent as the Exhibitor.

9. Sale or Transfer of Exhibitor's Business In the event of the sale or transfer of all or a substantial portion of the assets of Exhibitor's business, or of the controlling stock interest in Exhibitor's business, or in the event of a substantial change in management of the Exhibitor, the AUA may, at its option, terminate this contract.

10. Displays and Decorations Merchandise, signs, decorations or display fixtures shall not be pasted, taped, nailed or tacked to walls of the Show Building. No exhibit, merchandise, equipment, trunks, cases or packing materials shall be left in any aisle or stored in exhibit space contrary to the regulations of the AUA or Show facility. No trunks, cases or packing materials shall be brought into or out of the Exhibit Space during exhibit hours. No signs, advertising devices or merchandise shall be displayed outside the Exhibit Space or project above or beyond limits of the Exhibit Space.

11. Union Labor The Exhibitor must comply with all union regulations applicable to setup, display and dismantling of its Exhibit Space, and all labor contracts and labor regulations in effect in the convention facility for the Show.

12. Fire Rules The Exhibitor shall not pack merchandise in paper, straw, excelsior or any other flammable material. No cartons or packing materials shall be stored in the Exhibit Space during the Show. The Exhibitor shall use no flammable decorations or covering for display fixtures, and all fabrics or other material used for decoration or covering must be flame retardant.

13. Observance of Laws and Rules The Exhibitor must comply with all laws, rules, regulations and ordinances of federal, state and local government authorities, and all rules of the Show building, McCormick Place.

14. Exhibitor Conduct The Exhibitor and its representatives shall not congregate or solicit trade in the aisles of the exhibit halls, other exhibitor's Exhibit Space or in any other areas of the Show Building. Prior written consent of the AUA is required for any giveaway or contest, for the employment or use of any live model, demonstrator or solicitor, and for any device for the mechanical reproduction or capture of sound or images. In all cases, all exhibitor activities must

be confined to the Exhibit Space. The AUA, at its sole discretion, may withdraw its consent for both demonstrations and activities at any time, in which event the Exhibitor shall terminate such activity forthwith. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space. The Exhibitor shall not engage in any action or campaign that will distract attendees from attendance at the Show. The Exhibitor shall not enter into another exhibitor's Exhibit Space without invitation or when unattended. Neither the Exhibitor nor any of its representatives shall conduct itself in a manner offensive to standards of decency or good taste. Any dispute between Exhibitors, or any issue with respect to interpretation of these Terms, Conditions and Rules for Exhibitor conduct, or any subsequent AUA rules or policies established governing exhibiting at the Show, shall be brought promptly to the attention of the Floor Manager or authorized AUA official, whose decision regarding the dispute shall be final and binding on all parties.

15. Photographs and Digital Recording No photographs or digital recordings of Exhibit Spaces or merchandise shall be taken without the prior written consent of the AUA.

16. Playing or Reproduction of Music The Exhibitor shall not provide or permit the playing or reproduction of music in any form or at any time unless (a) if the music is copyrighted, the Exhibitor shall in advance obtain, and provide a copy to AUA of, a written license to perform said music at the Show from the owner of the copyright of said music, and (b) whether the music is believed to be copyrighted or not, the Exhibitor shall obtain in advance from the AUA a written consent to the providing of such music by the Exhibitor. The Exhibitor specifically agrees that in the absence of full compliance with (a) and (b) above, no music whatsoever, in any form, will be provided or permitted by it, and in the event of

any copyright infringement question arising with respect to the use by Exhibitor of music, all of the provisions of Paragraph 2 hereof will be applicable. The AUA shall have the power to make any reasonable settlement, without the consent or approval of the Exhibitor, to resolve any dispute which may arise between AUA and anyone claiming to enforce a copyright, which settlement shall nevertheless be binding on the Exhibitor insofar as holding the AUA harmless and indemnifying the AUA is concerned. The Exhibitor expressly agrees that the AUA may, at the Exhibitor's expense, take any legal action, including summary action, appropriate to ensure compliance by the Exhibitor with these provisions, including the obtaining of an injunction against the Exhibitor.

17. Use of Space The Show is held primarily for the education of urologists and allied professionals. In keeping with the educational purpose of the Show, the Exhibitor may take orders for products and services at its own Exhibit Space. However, in keeping with the trade show character of the Show, products or services for which orders are taken must be delivered by the Exhibitor to the purchaser at the close of the Show and not during the Show. Exceptions to this regulation must be requested in writing to the AUA prior to the Show. Retail sales of Exhibitor goods must be requested and approved in writing by the AUA at the time of Contract. Exhibitors engaged in AUA approved retail sales are responsible for all appropriate local and state licenses and permits, and the submission of sales reports and sales taxes to the State of Illinois. Exhibitors with island booths and/or retail sales booths must have their booth design approved by the AUA prior to move-in. Failure to have retail sales activity or booth designs pre-approved by the AUA will result in the closing of the exhibit by Show Management and forfeiture of all exhibit fees.

18. 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 AUA-imposed regulations, and the Exhibitor agrees to comply with all then-applicable restrictions.

The AUA reserves the right to terminate this Agreement, close the exhibit and remove the Exhibitor's property should AUA Management determine, at its sole discretion, that the Exhibitor has violated these restrictions or is otherwise ineligible to participate in the Show. The Exhibitor agrees to indemnify, hold harmless and defend the AUA should any of its products or literature violate these rules, or transgress FDA requirements.

19. EU General Data Protection Regulation. The AUA and its Exhibitors are each responsible for ensuring that their own activities are conducted in compliance with the EU General Data Protection Regulation and related privacy rules that confer on EU residents certain rights with respect to their personal data. Specifically, the AUA will seek consent from Annual Meeting registrants residing in the European Union to provide their contact information to Exhibitors so that Exhibitors may contact the registrants with information about Exhibitors' products and services. In the event that an Annual Meeting registrant refuses to provide such consent at the time

TERMS, CONDITIONS AND RULES CONTINUED:

of registration, neither the AUA nor its vendors will provide that individual's contact information to Exhibitors, except to the extent that the individual subsequently provides consent to be contacted through the act of having his/her registration badge scanned at the Exhibitor's booth or event. Exhibitors are solely responsible for maintaining the appropriate policies, procedures, technical requirements and other safeguards to protect personal data provided by the AUA with the consent of the individual registrants; for using said personal data only for the stated purpose of providing information about the Exhibitor's products or services; and for complying with GDPR requirements with respect to the specific rights of data subjects (including the right of access, the right of data portability, the right to object and the right of erasure ("right to be forgotten")).

20. 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 Show Building, the AUA reserves the right to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space. The AUA 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, Condition or Rule set forth herein, in the Prospectus, in the Exhibitor Service Kit, or in any subsequent AUA rules or policies established governing exhibiting at the Show, and such Exhibitor shall not be entitled to a refund of any payment.

21. Future Shows In addition to the AUA's right to terminate this Agreement, close the exhibit and remove the Exhibitor's property as provided for in Paragraph 19 hereof, the AUA in its sole judgment

may refuse to consider the Exhibitor for participation in future shows with which the AUA is involved, if the Exhibitor violates or fails to abide by all Terms, Conditions and Rules set forth herein.

22. 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 AUA, the Show or any part thereof is prevented from being held, is canceled by the AUA, or the Exhibit Space becomes unavailable, the AUA, in its sole discretion, shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate exhibit fees received, which remains after deducting expenses incurred by the AUA, and reasonable compensation to the AUA, but in no case shall the amount of the refund to Exhibitor exceed the amount of the exhibit fee paid.

23. Americans with Disabilities Act The Show Building shall be responsible for all accessibility requirements and labor accommodation requirements under the federal Americans with Disabilities Act (ADA). The AUA shall be responsible for those readily achievable, non-permanent accessibility requirements of the ADA, which are applicable to the AUA if not otherwise provided by the Show Building. The Exhibitor agrees that it will comply with any provisions of the ADA, which are applicable to the Exhibitor and its exhibit.

24. Housing Signing the Exhibitor Application and Contract for Exhibit Space indicates the Exhibitor's agreement to comply with all AUA policies, including those policies regarding housing. Housing policy compliance is also applicable to Exhibitor's staff and any appointed contractor or vendor.

25. 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.

26. 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. This Agreement may not be amended or modified except by a written communication to the Exhibitor by the AUA.

27. The following materials, including any amendments and updates, are available online at www.AUAnet.org/industrypolicies, are incorporated by reference and expressly made a part of this contract. These materials are also available as part of the Exhibitor Service Kit, published on AUA2019.org.

- a) Exhibitor Prospectus
- b) Exhibitor Policies and Rules
- c) AUA Sponsorships Policy
- d) AUA Housing Policy
- e) Those portions of the AUA agreement with McCormick Place/ SMG related to exposition premises