

# MULTIDISCIPLINARY THORACIC CANCERS SYMPOSIUM

BRINGING PERSONALIZED CARE TO YOUR PATIENTS



[www.thoracicsymposium.org](http://www.thoracicsymposium.org)

March 14-16, 2019

Hilton San Diego Bayfront, San Diego

## 2019 INDUSTRY-EXPERT THEATER CONTRACT TERMS

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### ELIGIBILITY

Only exhibiting companies who have secured a booth space at the 2019 Multidisciplinary Thoracic Cancers Symposium are eligible to apply for a slot in the Industry-Expert Theater, subject to availability and adherence to all published 2019 Multidisciplinary Thoracic Cancers Symposium Industry-Expert Theater Contract Terms and the 2019 Multidisciplinary Thoracic Cancers Symposium Exhibitor Rules, Regulations and Policies ("Rules") available online, as existing on the date hereof and as the same may be amended or changed, hereinafter referred to collectively as "Industry-Expert Terms and Rules" and incorporated herein by reference. In the event of any change in the Industry-Expert Terms and Rules, the most up-to-date versions, available online, will be controlling.

In the event a company reserves a booth at the 2019 Multidisciplinary Thoracic Cancers Symposium but does not make full payment of booth space by February 20, 2019, cancels prior to the 2019 Multidisciplinary Thoracic Cancers Symposium or is a no-show in the Exhibit Hall, permission to hold the Industry-Expert Theater will be revoked. This policy will be strictly enforced and any violation(s) will result in the cancellation of the Industry-Expert Theater as well as forfeiture of Industry-Expert Theater fee and liability for other fines and damages, and may jeopardize future participation at meetings.

### APPLICATION, PAYMENT AND CANCELLATION

The entire Industry-Expert Theater fee ("Fee") is due from the exhibitor ("Exhibitor") with submission of the Application and Contract for an Industry-Expert Theater ("Contract"). All charges for the Industry-Expert Theater must be paid in full in U.S. funds, drawn on a U.S. bank. Fifty percent of the Fee will be retained for cancellations received on or before February 20, 2019. After February 20, 2019, no refunds will be issued. Further, no refund will be issued if an Industry-Expert Theater is not engaged or used, nor will refunds be made for space used only part of the time. All cancellations must be submitted in writing to the [Corporate Relations Department](#), 2019 Multidisciplinary Thoracic Cancers Symposium Show Management, 251 18th Street South, 8th Floor, Arlington, VA 22202. Show Management reserves the right to cancel the Industry-Expert Theater if less than two companies have secured a time slot. In such instances, Show Management will only be liable to refund fee paid by Exhibitor.

Upon acceptance of Application and Contract for an Industry-Expert Theater and receipt of full payment, a confirmation letter will be issued to the Exhibitor detailing the Industry-Expert Theater assignment and the date and time that the Exhibitor shall have access to the Industry-Expert Theater space ("Space").

### SCHEDULING

Industry-Expert Theaters are limited and will be assigned on a first-come, first-served basis. Available time slots can be found on the Application and Contract for an Industry-Expert Theater. Time slots are subject to change at any time.

### PROVIDED SERVICES

The following services are included in the cost of the Industry-Expert Theater:

*Industry-Expert Theater meeting space includes seating for 180 people. (Please note, this number is not guaranteed attendance. ASTRO is not responsible for the amount of persons in attendance at the Industry-Expert Theater.)*

- Assignment of day and time.
- One complimentary Preshow Attendee mailing list, to order this list please contact [Nicki Froats](#).  
*(The list is for a one-time use only. Due to privacy reasons, we do not include email addresses or phone numbers in the lists.)*
- Industry-Expert Theater listed in the Pocket Program and on the Symposium website.
- Program signage outside of the Industry-Expert Theater.
- Audio visual equipment to include: One LCD projector.
- One screen.
- One podium microphone.
- One aisle microphone.
- Sound amplification and mixer system.
- VGA switcher.
- One set-up technician

*Expenses for additional services incurred beyond what is provided may be acquired through Freeman, the official and exclusive AV provider, at the expense of the IET provider.*

Exhibitor may provide supplemental catering at their own expense through the official caterer at the Hilton San Diego Bayfront for participants in the Industry-Expert Theater. Distribution of alcoholic beverages is strictly prohibited within the Space.

### LOGISTICS

The Exhibitor shall be solely responsible for the management of the logistics of their Space and for payment of additional costs related to the Space including but not limited to supplemental catering and audio visual equipment, electrical, Internet, phone, etc. Show Management does not provide logistical support for the Space apart from those services listed in the section "Provided Services."

### LIMITATION OF LIABILITY

The Exhibitor shall be fully responsible for all claims, liabilities, losses, damages or expenses relating to or arising out of any injury to any person or any loss of or damage to any property where such injury, loss or damage is incident to, arises out of or is in any way connected with the Exhibitor's use of or participation in the Industry-Expert Theater; and the Exhibitor shall protect, indemnify, hold harmless and defend the American Society for Radiation Oncology (ASTRO), The Society of Thoracic Surgeons, American Society of Clinical Oncology, and its officers, directors, agents and employees ("Show Management") from and against any and all such claims, liabilities, losses, damages and expenses (including costs of defending against such); provided that the foregoing shall not apply to any injury, loss or damage caused by or resulting from the willful misconduct of Show Management or one or more of its officers, directors, agents or employees. The Exhibitor further waives any claim against Show Management or its officers, directors, agents or employees arising out of the oral or written publication or republication of any statement made in connection with the 2019 Multidisciplinary Thoracic Cancers Symposium by anyone who is not an employee of Show Management concerning the Exhibitor's Industry-Expert Theater, products or services.

In case any part of the Exhibitor's Industry-Expert Theater is destroyed or damaged so as to prevent Show Management from permitting an Exhibitor to occupy assigned space during any part or the whole of the Space period, or in case occupancy of assigned Space during any part or the whole of the Space period is prevented by a strike, an act of God, a national emergency or other cause beyond the control of Show Management or Exhibitor, then the Exhibitor will be charged for the Space on a prorated basis only for the period during which Show Management is able to provide Exhibitor access to occupy the assigned Space.

**SECURITY AND INSURANCE**

The Industry-Expert Theater will not be secured. Show Management shall not be liable for damage or loss to Exhibitor's property, nor shall Show Management be liable for any injury that may occur in the Industry-Expert Theater area.

The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this Contract, comprehensive general liability insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, arising out of or related to the premises leased by ASTRO and/or SPARGO Inc. Such insurance shall include contractual liability and product liability coverage, with a minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name ASTRO, SPARGO Inc., Global Experience Specialists (GES) and/or their employees and/or designated representatives ("designated representatives" to include but are not limited to agents, members, Official Contractors, Officers and/or Board of Directors), and 2019 Multidisciplinary Thoracic Cancers Symposium therein as additional insured (with no limitations), and the Exhibitor shall upon request provide ASTRO and/or SPARGO Inc. with a current insurance certificate so indicating. Exhibitor's Workers Compensation and Occupational Disease insurance shall be in full compliance with all federal and state laws, covering all of Exhibitor's employees engaged in the performance of any work for Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to, during the Event and from the confines of the Space.

**PHOTOGRAPHY, VIDEOTAPING AND RECORDING**

All photography, filming, taping, recording, reproducing, imaging or capturing in any medium now known or hereafter devised, including via the use of a tripod-based equipment or mobile devices, hereafter referred to as "Capturing," of the Industry-Expert Theater Space, content, material, presentation, attendees or exhibitors, including any display or equipment must be approved in advance by Show Management. Only the Official Photographer may perform Capturing in the Industry-Expert Theater Space and Exhibit Hall unless approval is granted by Show Management.

**PROMOTIONAL AND MARKETING MATERIALS**

All promotional and marketing materials must contain the following statement: "The Industry-Expert Theater content and views expressed therein are those of the Exhibitors and not of Show Management. This Industry-Expert Theater is held in conjunction with the 2019 Multidisciplinary Thoracic Cancers Symposium but the content is independent of the meeting."

**USE OF ASTRO NAME AND LOGOS**

- ASTRO, the name American Society for Radiation Oncology and the ASTRO logo are registered trademarks of the American Society for Radiation Oncology.
- ASCO, the name American Society of Clinical Oncology and the ASCO logo are registered trademarks of the American Society of Clinical Oncology.
- The Society of Thoracic Surgeons, the acronym STS, the STS logo, are registered trademarks of The Society of Thoracic Surgeons.

It is understood that the above sponsoring organizations own all rights, title, and interest in and to their respective trademarks, patents, copyrights listed entities in a company website address.

Exhibitors may be able to use the 2019 Multidisciplinary Thoracic Cancers Symposium show logo provided that advance written permission is received from Show Management. If you would like to use the 2019 Multidisciplinary Thoracic Cancers Symposium show logo or have questions regarding Show Management's logo usage policy, please contact [permissions@astro.org](mailto:permissions@astro.org).

**DISTRIBUTION OF PRINTED MATERIALS**

Advertising, marketing, promotional activities, signage and the distribution of product promotion material, product specific advertisement and other types of Exhibitor collateral is strictly limited to within the Exhibitor's booth in the Exhibit Hall and inside the Industry-Expert Theater during the Exhibitor's assigned time slot. Advertising, marketing, signage, promotional activities and/or materials may not be displayed or distributed within a 15 mile radius of the Hilton San Diego Bayfront, including but not limited to meeting rooms and public areas at the Hilton San Diego Bayfront (excluding advertising and promotional support opportunities secured and approved directly via Show Management), in or around the vicinity of the Hilton San Diego Bayfront, at the airport, in or around the vicinity of any official hotels and along any path where attendees may walk or shuttles may pass on their way to the Hilton San Diego Bayfront.

To ship printed materials to your Industry-Expert Theater, please contact [Nicki Froats](mailto:Nicki.Froats) at 703-839-7390 for the on-site mailing address and label information.

**ATTENDANCE**

ASTRO does not guarantee audience size and shall not be held responsible if attendee numbers are lower than original projections. All marketing besides what is listed under "Provided Services" is the responsibility of Exhibitor. No refunds will be provided due to low attendance.

**POLICIES**

Exhibitor agrees to adhere to the *2019 Multidisciplinary Thoracic Cancers Symposium Exhibitor Rules, Regulations and Policies* that are available online at [www.astro.org/rules](http://www.astro.org/rules) and including, but not limited to:

1. The Exhibitor's activities must be confined to the Space. The Exhibitor may not enter another company's Industry-Expert Theater without invitation.
2. The Exhibitor may not affix any materials to the walls of the Space. Any damage to the Industry-Expert Theater or the facility property through the carelessness, negligence or misconduct of the Exhibitor, its employees, agents or invitees must be paid by the Exhibitor. Trash produced as a result of giveaways, etc., must be maintained in the Space and removed at the Exhibitor's expense.
3. All materials furnished by the Exhibitor to be used in the Space must be in accordance with the San Diego Fire Department's fire code and regulations. All electrical wiring must conform to local codes and regulations.
4. The Hilton San Diego Bayfront is in compliance with the Americans with Disabilities Act regulations. The Exhibitor is responsible for compliance with the ADA within the Space. Failure to comply with the ADA is a serious matter and may involve litigation or fines.
5. The use of music, flashing lights, dancers or mimes or other entertainment similar to this in nature is not permitted in the Exhibitor's Space. Helium balloons, glitter and confetti are prohibited.
6. The Exhibitor is responsible for the orderly conduct of the persons in their Space. Show Management has the right to remove disorderly persons.
7. Children under the age of 18 will not be allowed in the Exhibitor's Space at any time.
8. Show Management has the right to refuse an Exhibitor on the grounds of unethical or uncooperative behavior, infraction of Industry-Expert Terms or Rules, or other noncompatibility with the event. Show Management reserves the absolute right to regain possession of any Space by refunding to the Exhibitor the prorated amount paid for the Space.

**NON-COMPLIANCE**

Violation of any terms of the Contract may result in Exhibitor being ineligible for a "preferred" booth space or an Industry-Expert Theater for the following meeting, expulsion from the Exhibit Hall and/or Space, loss of all priority points earned in 2019 and forfeiture of Fee and liability for other fines and damages.

**AMMENDMENT**

Show Management reserves the right to amend or change any of Industry-Expert Terms or Rules. In the event of any change to the Industry-Expert Terms or Rules, the most up-to-date versions, available online, will be controlling.