

# ATS 2023 EXHIBIT SPACE RESERVATION AND AGREEMENT

To reserve exhibit space, complete this application and e-mail to: Steve Strom, Exhibit Sales Associate, American Thoracic Society, at [sstrom@thoracic.org](mailto:sstrom@thoracic.org). **This application becomes valid with written confirmation of space and payment.**

COMPANY NAME: \_\_\_\_\_  
 STREET ADDRESS (NO P.O. Boxes): \_\_\_\_\_  
 CITY/PROVINCE: \_\_\_\_\_ STATE: \_\_\_\_\_  
 COUNTRY: \_\_\_\_\_ POSTAL/ZIP CODE: \_\_\_\_\_  
 COMPANY PHONE: \_\_\_\_\_  
 WEB ADDRESS: \_\_\_\_\_  
 EXHIBIT CONTACT: \_\_\_\_\_  
 CONTACT TITLE: \_\_\_\_\_  
 DIRECT TELEPHONE: \_\_\_\_\_ MOBILE TELEPHONE: \_\_\_\_\_  
 EXHIBIT CONTACT'S EMAIL (required): \_\_\_\_\_

### ADDITIONAL REQUESTS

- Advertising Opportunities
- Evening Symposia
- Hotel Meeting Space
- Meeting Suite/Expo Suite
- Industry Theaters
- Guru Bars

Is this your company's first time exhibiting at the ATS International Conference?  Yes  No

I am an authorized representative of the company named above with the full power and authority to sign and deliver this application. The company listed on this application agrees to comply with all policies, rules, terms, conditions, and regulations contained in the Exhibit Prospectus, this ATS 2023 Exhibit Space Reservation and Agreement, the Agreement on Exhibitor Rules and Regulations which follows, the Exhibitor Services Manual and is incorporated herein by reference (collectively, the "Agreement"), posted on the ATS website and all policies, rules and regulations adopted by the ATS hereinafter

AUTHORIZED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
 AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PREFERRED BOOTH LOCATION: 1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_ 4: \_\_\_\_\_ 5: \_\_\_\_\_

The ATS reserves the right at any time to alter the floor plan and/or reassign any exhibit location if deemed necessary for the good of the show.

We prefer that our exhibit **NOT** be located next to the following companies: \_\_\_\_\_

We prefer that our exhibit be located next to the following companies: \_\_\_\_\_

### BOOTH PRICES

- \$4,600 Inline 10' x 10' Booth
- \$4,800 Corner 10' x 10' Booth
- \$1,300 Non-Profit\* 10' x 10' Booth
- \$1,300 Clinical Trial 10' x 10' Booth
- \$2,900 Recruiters 10' x 10' Booth
- \$48.00 sq. ft. Island Booth  
(20'x20' and larger)

\*Nonprofit rate is subject to availability. Proof of nonprofit status must be submitted to Steve Strom at [sstrom@thoracic.org](mailto:sstrom@thoracic.org) for all new organizations. Payments must accompany application.

### BOOTH SPACE

Booth Size: \_\_\_\_\_  
 Total Cost of Booth Space \$ \_\_\_\_\_  
 (Must be paid in full with application after Feb 3, 2023, a penalty equal to 3% of the total cost of the booth is assessed for payments received after this date.)  
 Deposit (50%) \$ \_\_\_\_\_  
 (Refundable minus cancellation fee of 20% of total booth cost until February 3, 2023.)

### BALANCE OF TOTAL BOOTH COST

\$ \_\_\_\_\_  
 Due 2/3/2023  
**The 50% deposit must be received within 30 days of booth space reservation and signed contract.**  
 GRAND TOTAL \$ \_\_\_\_\_

**METHOD OF PAYMENT IN ORDER OF PREFERENCE:** *The preferred method of payment is ACH. Non-ACH electronic payments will carry a surcharge.*

- **ACH. SAVE PROCESSING FEES - USE ACH.** For ACH payments please see invoice for ATS banking information.
- **WIRE TRANSFER.** Accepted from international customers ONLY. An additional fee of \$35.00 USD is required for all wire transfers. Please contact Steve Strom at [sstrom@thoracic.org](mailto:sstrom@thoracic.org) for wire transfer instructions and an updated invoice showing the wire transfer fee.
- **CREDIT CARD.**  
 Check One:  Visa     Mastercard     American Express     Discover  
 Card Number: \_\_\_\_\_ CSV# (3 Or 4 Digit Security Code): \_\_\_\_\_ Exp. Date: \_\_\_\_\_  
 Amount: \$ \_\_\_\_\_ Print Cardholder Name: \_\_\_\_\_  
 Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_
- **COMPANY CHECK.** Make check payable to: American Thoracic Society, Inc. (must be in U.S. Dollars, drawn on a U.S. bank, or additional fees will be incurred).

**ATS 2023**  
**EXHIBITOR TERMS AND CONDITIONS**  
**ATS International Conference**  
**May 19-24, 2023**  
**Walter E. Washington Convention Center**  
**Washington, DC**

The American Thoracic Society, Inc. (“ATS”) strives to maintain a professional atmosphere for the attendees and the Exhibitors of ATS 2023 (herein referred to as “Conference”). To accomplish this, rules and regulations have been established to govern Exhibitors and the Exhibit Hall. By applying for exhibit space, the Exhibitor agrees that if its application is accepted it is bound by the Exhibitor Prospectus, the Exhibitor Service Manual, and the following Terms and Conditions, which together comprise the agreement between ATS and the Exhibitor (the “Agreement”).

**ELIGIBILITY TO EXHIBIT**

Products and services must be related to the research or practice of pulmonary, critical care or sleep medicine and companies must be in good financial standing with the ATS. The ATS reserves the right to refuse space to any company who has failed to fulfill its financial obligations to the ATS, and/or whose products or services, in the judgment of the ATS do not meet the educational, scientific or practice needs of our members and attendees. Tobacco companies, and companies owned by tobacco companies, are prohibited from participating at Conference.

**EXHIBIT HALL DATES AND HOURS**

Sunday	May 21, 2023	10:30 a.m. – 3:30 p.m.
Monday	May 22, 2023	10:30 a.m. – 3:30 p.m.
Tuesday	May 23, 2023	10:30 a.m. – 3:30 p.m.

On the days the Exhibit Hall is open, exhibitors are allowed access into the hall 2 hours prior to hall opening. Exhibiting personnel may remain in the Exhibit Hall up to 1 hour after the hall closes unless prior authorization is received from the ATS.

**INSTALLATION / MOVE-IN HOURS**

Friday	May 19, 2023	8 a.m. – 5 p.m.
Saturday	May 20, 2023	8 a.m. – 5 p.m.

All booths and material must be set-up by 5 p.m. on Saturday, May 20, 2023. Any booths unoccupied by 5pm on Saturday, May 20, 2023, are regarded as a no-show and the contract to exhibit is terminated unless the ATS has pre-authorized a late set-up. All freight is removed and returned to the loading dock at the exhibitor’s expense. ***For safety and security, no one under the age of 18 is allowed in the Exhibit Hall during move-in or move-out.***

**DISMANTLE/MOVE-OUT HOURS**

Tuesday	May 23, 2023	3:30 p.m. – 8 p.m.
Wednesday	May 24, 2023	8 a.m. – 5:30 p.m.

Dismantling or tearing down exhibits prior to 3:30 p.m. is prohibited. Bills of lading and return shipping labels are available at the Freeman Service Center. ***For safety and security, no one under the age of 18 is allowed in the Exhibit Hall during move-in or move-out.***

**FULL PAYMENT**

Exhibitor agrees to pay ATS in the amounts and by the deadlines set forth. Full payment is due no later than end of day February 3, 2023. If full payment is not received by the deadline(s), Exhibitor may forfeit the exhibiting opportunity, and space may be cancelled and/or reassigned without notification or refund of payments by the ATS. Companies paying their balance due after February 3, 2023, lose half of the priority points earned for Conference and are assessed a late fee of 3% of the total cost of the booth. No company is allowed to exhibit unless full payment for booth has been received. Final booth payments should be made payable to American Thoracic Society, Inc. The payments under this Agreement shall constitute payment solely for the exhibit program (“Exhibit Program”) as described in the Conference Exhibitor Prospectus.

**CANCELLATION POLICY**

**Notice of cancellation and/or downsizing must be received by the ATS in writing.** A refund, less a cancellation fee of 20% of the price for the canceled or downsized space, is available until February 3, 2023. After February 3, 2023, there are no refunds. Funds cannot be applied to other opportunities. If a company with a minimum of 400 sq. ft. of exhibit space cancels its booth space after the final payment due date of February 3, 2023, the ATS requires that the exhibit space remain intact and the canceling company “lounge” the space at its own expense by adding comfortable chairs and signage that will say, “This space is compliments of [company name].”

The ATS retains the right to relocate an exhibitor after downsizing. For downsizing, half of the priority points earned for the booth are forfeited.

The ATS can sell cancelled or downsized space to another exhibitor without any rebate or permission.

**BOOTH ASSIGNMENTS**

The ATS reserves the right to modify the floor plan to accommodate space sales and/or avoid conflict and to relocate exhibit booths as necessary after consultation with exhibitors who are affected by the modification. Every effort to consider location of competitors and accommodate special requests will be made; however, the ATS cannot guarantee booth location.

The subletting or assignment of the whole or any part of the space by an exhibitor is prohibited. Exhibitors may not permit any other party to exhibit in their space any goods other than those manufactured or handled by the contracted exhibitors without written approval from the ATS.

## **BOOTH CONSTRUCTION & DISPLAY RULES**

### ***Linear Booth***

An in-line or linear booth is a 10'x10' booth or multiples thereof arranged in a straight line. Exhibit fixtures, components, and identification signs along the back of the booth is permitted to a maximum height of 8ft. All side material must not be higher than 3ft. and must not block line of sight to the adjacent booths. All display materials over 4ft. high must be confined to that area of the booth that is at least 5ft. from the aisle line.

### ***Perimeter Wall Booth***

A perimeter wall booth is a standard 10'x10' booth or multiples thereof, located on the outer-most aisle of the exhibit floor with no booth behind you. Booth display material in perimeter booths are permitted to extend to a 12ft. in height in the rear 50% or 5ft. of the booth space, and 4ft. in the front 50% of the booth. The back wall is permitted to 12ft. in height including signs, company name, and logo and/or product information.

### ***Island Booth***

Island booths are defined as exhibit space 400sq. ft. or larger with aisles on all four sides. A tower is a freestanding exhibit component separate from the main exhibit fixture that is used for identification and display purposes only. Exhibit fixtures, components and identification signs of island booths are permitted to a maximum of 22ft. Towers are permitted to a maximum of 22ft. See hanging signs section for details on the overhead sign.

There must be access from all four sides of an island booth with a 30% see-through effect from front to back and side-to-side. A sketch or blueprint of the layout for all island exhibits must be submitted to the ATS for approval by April 3, 2023.

## **ADVERTISING**

All exhibitors must adhere to all applicable regulations, guidelines, and rulings of the FDA. Exhibitors who do not have products approved by the FDA must either have signage distinguishing their booth as "For International Attendees Only" or "For Investigational Purposes Only." The ATS and its affiliated groups, Board members, employees, representatives, and agents do not endorse or promote any products or services related to an exhibit, and exhibitors cannot suggest otherwise.

## **ALCOHOL**

Alcoholic beverages may be served in the Exhibit Hall and Meeting Suites only with prior approval from the

ATS. Companies must order all alcohol through the in-house catering service at the Walter E. Washington Convention Center.

## **AMERICANS WITH DISABILITIES ACT**

The ATS and the Walter E. Washington Convention Center comply with all ADA regulations throughout the International Conference. All exhibitors must also comply with such with respect to their booth space. For more information, contact [mwhyte@thoracic.org](mailto:mwhyte@thoracic.org).

## **AVEQUIPMENT/SOUND/MUSIC**

The use of sound systems is permitted provided they do not interfere with the ability of neighboring exhibitors to conduct business activities. Speakers and other sound devices should be positioned to direct sound into the booth rather than into the aisle. Sound and noise should not exceed 85 decibels when measured from the aisle immediately in front of the booth. Any exhibit may be closed if deemed by the ATS, in its sole discretion, to have an excessive noise level. Exhibitors are responsible for obtaining appropriate licenses for any copyrighted music use in conjunction with their exhibit.

## **BOOTH ACTIVITIES / PROMOTIONAL ITEMS**

Exhibitors may not solicit in the aisles or in any other location in, around or outside the convention center except their booth space. No invasive procedures are permitted. The use of live animals in an exhibit for any purpose is not allowed. Other attention-getting tactics in the form of entertainment, amusement or demonstrations of non-product items or services must be approved in writing by the ATS prior to the start of the meeting.

No accredited continuing education activity (i.e., for which CME or CEU certification is awarded) may be conducted in an exhibit booth. No promotion of a CME accredited ATS educational session is allowed from the exhibit booth. Scientific posters being presented at this year's ATS International Conference may not be displayed in commercial exhibit booths; however, a list of posters being presented at the conference is permitted. Industry Theaters and Non-CME Symposium may be promoted from the booth.

Theater-style presentations or Meet the Expert Sessions are welcome in exhibit booths during Exhibit Hall hours.

An exhibitor give-away should be educational or modest in value and cannot exceed \$100 in value. A promotional give-away request form must be submitted via email to [mwhyte@thoracic.org](mailto:mwhyte@thoracic.org) by April 3, 2023 and approved in writing by the ATS. Prizes, contests, and/or lotteries are permitted; however, such activities must be approved by the ATS prior to the conference. Exhibitors are solely responsible for compliance with any federal and state laws and regulations regarding prizes, contests, and lotteries. Winners cannot be announced over the convention center's broadcast system. Exhibitors are solely

responsible for notifying any winners. Alcohol is not permitted as a prize. Gambling devices of any description are not allowed in the Exhibit Hall.

The distribution of surveys or questionnaires is not permitted outside the exhibit booth. Exhibitors should contact Matthew Whyte at [mwhyte@thoracic.org](mailto:mwhyte@thoracic.org) for information about distribution of materials to hotel rooms.

### **CANVASSING OR DISTRIBUTING ADVERTISING MATERIAL OUTSIDE AN EXHIBITOR'S BOOTH IS NOT PERMITTED**

Exhibitors shall not, without the written consent of the ATS, distribute or permit to be distributed, any advertising matter, literature, souvenir items or promotional material in or about the exhibit areas or convention center, except from its own allotted exhibit space. Exhibitor shall not post or exhibit any signs, advertisements, show bills, lithograph posters, cards, or stickers of any description on any part of the premises of the convention center or ATS hotels, except within the exhibitor's exhibit space. Mobile advertisements along the roads immediately surrounding the perimeter of the convention center and ATS hotels are prohibited during conference hours regardless of permits. The use of strolling entertainment or moving advertisements (robots, persons carrying or wearing signs, scooters, etc.) outside an exhibitor's space is not permitted. Solicitation of business, except by contracted exhibitors is prohibited. Photography or video recording of other exhibitor's booths, products and/or literature is prohibited.

### **CARPETING**

The Exhibit Hall is not carpeted. **Booth carpeting is mandatory** and is the responsibility of the exhibitor. Carpet may be either supplied by the exhibitor or rented from the service contractor. Exhibitors are encouraged to work with general contractor on recycling custom carpet.

### **DEMONSTRATIONS**

All demonstrations must be confined to the space allowed to each exhibitor. Activities which, in the ATS's opinion, interfere with normal traffic flow or infringe on other exhibits are prohibited. The use of other than closed-sound systems is permitted only with the prior written approval of the ATS. An exhibit may be closed if deemed not to meet these requirements and infractions cannot be resolved onsite. No refunds are issued for the contracted space.

### **DIRECT SALES**

Sales of, and order placement for merchandise or services are welcomed in the Exhibit Hall providing all transactions are conducted in a professional manner. The ATS reserves the right to restrict sales activities that it deems inappropriate or unprofessional. It is the responsibility of the exhibitor to have all licenses, permits, and/or registrations required by the conference venue, city, municipality, and/or state. The exhibitor is responsible for compliance with all applicable tax laws.

### **EXPOSED OR UNFINISHED BOOTHS**

Exposed/unfinished sides of inline and corner booths must be draped. In the event the exhibitor is not present, the decorator, with the approval of the ATS will provide the necessary draping.

### **FIRE REGULATIONS**

Exhibitors must comply with Fire Marshall Rules and Regulations as detailed in the Exhibitor Service Manual (updated edition published February 2023). Combustible materials such as brochures, literature, give-away items, etc., within exhibit booths are limited to a one-day supply. **NOTHING** may be stored behind booths. All packing containers, wrapping materials, carrying cases, etc., must be stored off the exhibit floor. The ATS endeavors to create a trade show floor that is both visually appealing and safe. Enforcement of Fire Marshall Rules and Regulations may require the erection of pipe and drape at the expense of the Exhibitor.

### **FUNDRAISING ON THE ATS EXHIBIT FLOOR**

The only fundraising activity permitted to be conducted on the ATS Exhibit Floor is that benefiting the ATS Research Program or the ATS Health Equity and Diversity Fund. Exhibitors wishing to participate in these fundraising efforts are required to execute an applicable Memorandum of Understanding governing such prior to the start of the conference. The proposed fundraising method, and all associated advertising and signage must be submitted to Matt Whyte at [mwhyte@thoracic.org](mailto:mwhyte@thoracic.org) for approval in advance. Use of the ATS registered trademarks is governed by the applicable Memorandum of Understanding.

### **HANGING SIGNS OR BANNERS**

Hanging signs or banners are only permitted for island exhibits over 400sq. ft. Exhibit booth signs, banners, booth ceilings or canopies, lighting grids or other exhibit-related equipment should be freestanding and floor-supported where possible. Attachment to the Exhibit Hall ceiling beams or trusses is permitted only through Freeman Services. Hanging signs or banners may not exceed the perimeter of the assigned space. All exhibiting companies, regardless of size, can purchase a premium aisle banner by contacting Matt Whyte at [mwhyte@thoracic.org](mailto:mwhyte@thoracic.org).

The suspended height limit is 22ft. from the floor to the top of the banner. The banner may not exceed 8ft. in size from top to bottom. Sight line rules must be followed at all times.

### **LIGHTING**

Exhibitor lighting must be limited to the confines of the booth space. No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space without prior ATS approval. Exhibitors intending on using light systems should submit drawings to the ATS for approval. Lighting, including gobos, should be directed to the inner confines of the exhibit

space. Lighting should not project onto other exhibits or exhibition aisles. Lighting that spins, rotates or pulsates, and other specialized lighting effects should be in good taste and not interfere with neighboring exhibitors or otherwise detract from the general atmosphere of the exhibition.

### **PHOTOGRAPHY and VIDEOTAPING**

The ATS regularly contracts its own photographers and videographers for documentation and promotion of its International Conference and reserves the right to photograph any exhibit booth, sign, program, or sponsorship opportunity at any time; Exhibitor hereby grants to the ATS a release and license for any such photographs to be used for ATS's business purposes. Photography or video recording by Exhibitors, including using camera enabled cell phones, is allowed only if approval is received in advance from the ATS. Photographing or videotaping another exhibitor's booth, graphics/display or staff without their permission is strictly prohibited. Exhibitors that wish to use a photographer other than the designated official show photographer and/or mobile camera crews must comply with the following procedures:

1. Exhibitors may request permission from the ATS to use a non-official photographer to photograph their booth. Requests must be submitted in writing no later than thirty (30) days prior to the opening of the Exhibit Hall.
2. Exhibitors may request permission from the ATS to use a non-official mobile camera crew to videotape their own booth. Requests must be submitted in writing no later than thirty (30) days prior to the opening of the Exhibit Hall.
3. Non-official photographers and/or mobile camera crews who have received prior approval from the ATS must obtain an exhibitor registration badge to access the Exhibit Hall prior to, during and after show close. NOTE: The ATS does not require schedules or request approval for personnel to enter the hall for the installation and dismantle of stationary cameras and video equipment which will be used by exhibitors for approved booth presentations or activities.

### **"PRIVATE" SOCIAL EVENTS OR MEETINGS**

Companies wishing to conduct a meeting or a social event in any of the official ATS hotels must complete a Hotel Meeting Space Approval Application. For guidelines, instructions, applications, deadlines, and applicable fees, please e-mail Matt Whyte at [mwhyte@thoracic.org](mailto:mwhyte@thoracic.org). Companies wishing to hold a meeting at the Walter E. Washington Convention Center can do so with Meeting Suites, Meet Up rooms or Expo Suites. For more details, contact Matt Whyte at [mwhyte@thoracic.org](mailto:mwhyte@thoracic.org).

### **PRODUCT SAMPLES**

Exhibitors may distribute non-pharmaceutical samples

of their listed products to International Conference attendees. Exhibitors wishing to distribute items other than product samples or educational material must submit a request in writing, along with a product prototype or pdf, to the ATS by April 3, 2023. Exhibitors must have written approval from the ATS to distribute items other than product samples, refreshments, or educational material. Requests for such must be submitted to [mwhyte@thoracic.org](mailto:mwhyte@thoracic.org)

### **RECYCLING**

The ATS works with the Walter E. Washington Convention Center to develop a waste reduction and recycling program at the International Conference. We require that all exhibitors and attendees comply with our recycling regulations. More information on this program is listed in the Exhibitor Service Manual (updated version available in February 2023). Exhibitors are encouraged to work with general contractor on recycling custom carpet.

### **SANCTIONS FOR VIOLATIONS**

A violation of this Agreement, including as outlined in the Exhibitor Prospectus, Exhibitor Service Manual, and these Terms and Conditions, may result in penalties or sanctions to the Exhibitor, including but not limited to loss of conference priority points, termination of this Agreement, or loss of exhibiting privileges, for future ATS International Conferences, as determined by the ATS.

### **SATELLITE PROGRAMS**

Non-CME and CME accredited symposia (including sponsor-organized symposia, international symposia with audiences targeted to specific geographic regions of the world, and independent programs supported by educational grants to medical education content companies with prior ATS approval) are welcomed at the International Conference and must be approved in advance by the ATS. Programs are held on Sunday and Tuesday evenings of the International Conference, as Monday evenings many of our attendees are at the annual Assembly Dinners. For more details, contact Matt Whyte at [mwhyte@thoracic.org](mailto:mwhyte@thoracic.org).

### **SECURITY**

The ATS provides security guards on a 24-hour basis during set-up and dismantle times. Furnishing this service shall not be construed to be any assumption of liability with respect to the protection of exhibitor property, which shall, at all times, be the sole responsibility of each exhibitor. The ATS, the convention center, or any of its officers, agents, or employees shall not be liable for any act or omission of such security guards. Information on requesting security guard services for your booth during set-up show hours and dismantle is provided in the Exhibitor Service Manual.

***Children under 18 are not allowed in the Exhibit Hall during set-up and dismantle. Children under 12 and***

***strollers are not allowed in the Exhibit Hall at any time.***

## **SMOKING**

The ATS has a no smoking policy for all ATS meetings. Smoking is not permitted anywhere in the Walter E. Washington Convention Center.

## **STAFFING**

### ***Exhibitor Staffing***

Exhibits must be staffed and operational at all times during show hours. Exhibitors vacating their booth before the closing of each day or prior to the final close of the show will incur a loss of priority points and may be denied exhibit space at future ATS conferences. Move-out may not begin before 3:30 p.m. on Tuesday, May 23, 2023.

### ***Exhibitor Registration / Badges***

All exhibitor personnel must be registered with Convention Data Services, the Conference official registration company. This includes booth representatives, agency personnel, Installation & Dismantle staff working during exhibit dates and times.

Four (4) exhibitor registrations per 10'x10' booth space are provided without charge. One (1) Exhibit Hall only badge is available for booths 10'x30' and larger to be used specifically for the Installation & Dismantle Supervisor. Additional exhibitor registrations are available for \$75.00 each.

Exhibitor badges are personal and are not to be given to anyone else. Exhibitors caught badge swapping will have their badge confiscated permanently. Supplemental badges or those altered or changed using a business card, ribbons or company logos are not permitted and may be confiscated. Exhibitor badges can be transferred only if the original badge is surrendered permanently at the exhibitor registration desk. Exhibitor badges are made out in the name of the company shown on the exhibit reservation and application form only.

To register exhibit personnel, please utilize the Convention Data Services (CDS) link. The link is located on the Map Your Show Exhibitor Dashboard and in the Exhibitor Services Manual.

An exhibitor badge allows access into the Exhibit Hall, general sessions, and most educational sessions. To attend any sessions that have any additional fees or to be eligible for CME or MOC credit, an exhibitor must register as a full conference attendee.

### ***Installation and Dismantle Staff (labor)***

Installation and dismantle personnel who are employees of, or labor hired by, an Exhibitor Appointed Contractor and are not employees of the exhibiting company must obtain work passes from the ATS Security Team. Work passes are only valid during installation and dismantle hours. If Exhibitor Appointed

Contractor personnel must enter the hall to service the booth during exhibit dates, they must be registered as part of your booth personnel. *All Exhibitor Appointed Contractors (EAC) must submit a notification form and proof of insurance to the ATS prior to the conference or they are not permitted access to the exhibit floor.*

## **SURVEYS**

All surveys must be conducted within the confines of the booth space assigned. At no time should exhibit personnel leave the booth to encourage attendees in the aisles to complete a questionnaire.

## **TEMPORARY STAFF/MODELS**

Temporary staff/models are considered company personnel and must be registered and wear a company exhibitor badge for entrance into the Exhibit Hall. These badges must be registered with the exhibitors' allotment of badges.

Models under the age of 16 are prohibited unless advance arrangements have been approved in writing by the ATS.

Attire of models shall be consistent with the professional atmosphere of the ATS International Conference. Models are allowed to wear sports attire including sweat suits, shorts and T-shirts. Tight fitting or other inappropriate attire, which include leotards, T-backs and short-shorts, are not permitted on the exhibit floor.

## **CANCELLATION, POSTPONEMENT, OR REORGANIZATION OF CONFERENCE**

The ATS may cancel Conference for any reason in its sole discretion. If Conference is canceled for any reason, then and thereupon this Agreement will be automatically terminated and the ATS will refund amounts paid under this Agreement to each Exhibitor, minus any fees for services already provided. The ATS may re-organize Conference for any reason, including by postponing the event dates, changing the location, or changing the event to a virtual or hybrid format, and Exhibitor acknowledges and agrees that in such an event, this Agreement shall remain in full force and effect and all amounts paid by Exhibitor to the ATS shall be applied to the re-organized event.

## **CONFIDENTIALITY**

The ATS and Exhibitor, on behalf of themselves and their respective agents and employees, agree not to use or disclose at any time, whether orally conveyed or in writing, any confidential information of the other party or its affiliated groups, unless expressly authorized in writing and/or required by law. If any confidential information must be produced pursuant to a court order or valid subpoena, the disclosing party must promptly notify the other party and reasonably cooperate with the other party's efforts to contest or limit the scope of such order. Notwithstanding the foregoing, confidential information shall not include any information that is already publicly available or was known or becomes known from a third party that has no obligation to keep

such information confidential. Both parties acknowledge that the obligations undertaken in this Section will survive the termination or expiration of this Agreement.

### **CONFLICTS OF INTEREST**

Exhibitor shall not have any business or legal conflict of interest with respect to the Conference and performance of this Agreement. Exhibitor agrees to obtain any necessary waivers in the event of a conflict.

### **FORCE MAJEURE**

The performance of the Agreement by either party shall be subject to force majeure, including acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental order or regulation, or curtailment of transportation facilities where any such occurrence makes it illegal or impossible for either party to perform its obligations under the Agreement. The Agreement may be terminated, or performance may be excused, without penalty for any one or more of such reasons by written notice from one party to the other. In such an event, the ATS shall provide a prorated refund to Exhibitor.

### **INDEMNIFICATION AND INSURANCE**

The Exhibitor agrees to defend, indemnify, and hold harmless the ATS, its officers, directors, agents and employees, from and against all claims, losses, damages, fees, expenses, judgements or liabilities whatsoever (including without limitation, reasonable attorneys' fees and costs), arising in whole or in part from the negligence, intentional misconduct, or breach of this Agreement by Exhibitor or its officers, directors, agents or employees.

For the term of the Agreement, Exhibitor shall maintain comprehensive general liability insurance against claims for bodily injury or death and property loss or damage occurring in or upon or resulting from the premises leased by the ATS. Such insurance shall include contractual liability and product liability coverage, of \$1,000,000 per occurrence with a \$2,000,000 aggregate. The ATS and the Walter E. Washington Convention Convention Center shall be added as additional insureds to such insurance. Exhibitor shall confirm to the ATS such insurance cannot be cancelled or changed prior to Conference. Exhibitor agrees to provide the ATS a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Exhibition.

### **INTELLECTUAL PROPERTY**

The ATS and the Exhibitor shall each retain all right, title, and interest in and to their respective intellectual property, including such party's logos, trademarks, trade names, and copyrighted information (collectively, "Intellectual Property"). Each party may use the other party's Intellectual Property only as specifically provided for in this Agreement or as otherwise authorized in writing by the other party. ATS trademarks include but are not limited to "ATS", "International Conference" "ATS

2023" and "American Thoracic Society." ATS hereby grants to Exhibitor a limited, non-exclusive license to use the words "ATS 2023" when referencing an exhibit booth in marketing materials for the conference. ATS further grants to Exhibitor a limited, nonexclusive license to use the ATS Research Program's registered trademarks when used in support of an ATS fundraising activity, either in the exhibit booth or approved industry program (see "Fundraising in the Exhibit Program" for more information). Exhibitor hereby grants to the ATS a limited, non-exclusive license to use Exhibitor's Intellectual Property, including names, trademarks, and copyrights, in connection with promotion of the Exhibit Program.

All content presented at Conference, including but not limited to papers, presentations, speeches, and posters, is subject to copyright ownership and may not be used, in whole or in part, by any participants, including, but not limited to, exhibitors, sponsors, and attendees, such as to create CME or otherwise, without the written consent of the owner of such copyrights.

### **LIMITATION OF LIABILITY**

The ATS will bear no liability for personal injuries, whether suffered by Exhibitor, its employees, its contractors, agents, or business invitees. The ATS will also assume no liability for loss or damage to the property of Exhibitor, its employees, its contractors, agents, or business invitees, regardless of the cause, unless such injury or damage results from, or is caused directly and exclusively by, the negligence or wrongful acts of the ATS.

In no event shall the ATS be liable to Exhibitor, whether in contract, tort, or otherwise, for any amount in excess of any amounts paid by Exhibitor under the Agreement. Further, in no event shall the ATS be liable for any indirect, consequential, exemplary, punitive, or special damages or awards, including but not limited to lost profits.

### **OBSERVANCE OF APPLICABLE LAWS AND REGULATIONS**

Exhibitor shall comply with and do all things necessary for the Exhibitor and the ATS each to comply with all laws and regulations applicable to any activities carried out with respect to the Conference. Exhibitor agrees that it will engage in such activities as are in keeping with good ethics, are customary and proper under the circumstances and give no appearance of impropriety.

### **RELATIONSHIP OF THE PARTIES**

The ATS and Exhibitor agree that this Agreement is not intended to create any partnership, agency, joint venture, or employer/employee relationship of any kind; both parties agree not to contract any obligations in the name of the other or to use each other's credit in conducting any activities under this Agreement. The parties agree that exhibiting as part of the Conference does not constitute ATS's official endorsement, guarantee, acceptance, or approval of Exhibitor, its services, products, programs, or activities.

## **SETTLEMENT OF DISPUTES**

All disputes, issues, claims or controversies arising shall be resolved by an arbitrator whose decision shall be final and binding on the parties. Arbitration shall be administered in accordance with the then current Model Arbitration Procedures of the American Arbitration Association (AAA). In the event the parties are unable to agree on an arbitrator, the AAA shall designate an arbitrator. The arbitrator's fees and expenses shall be shared equally by the parties.

## **TERM AND TERMINATION**

This Agreement is effective as of the date of last signature and will continue until the conclusion of the post promotion of the Exhibits. The ATS may earlier terminate the Agreement at any time, for any or no reason, in its sole discretion. Upon any early termination by the ATS, the ATS shall provide a prorated refund to Exhibitor. Notwithstanding the foregoing, in the event of termination for material breach by Exhibitor, payments made by Exhibitor will not be refunded, and any balance will become immediately due and payable. Except as otherwise provided under this Agreement, in the event of termination by Exhibitor, refunds will be governed by

## **VACCINATION REQUIREMENTS**

The ATS requires that all attendees, including exhibitors, vendors, and staff, show proof of full COVID-19 vaccination,\* which consists of the full course of the vaccine plus booster (if eligible for a booster) by May 6, before being allowed to enter any conference facilities. This includes the Walter E. Washington Conference Center, headquarter hotels, and other facilities at which official ATS conference events will take place. The ATS will not require a COVID test prior to attendance at the conference.

ATS will not make exemptions for religious or medical reasons.

\* Accepted vaccinations include those authorized for emergency use by the U.S. Food and Drug administration (for example, Pfizer, BioNTech, Moderna and Johnson and Johnson (J&J/Janssen COVID-19 vaccines), and COVID-19 vaccines authorized for emergency use by the World Health Organization (for example, AstraZeneca/Oxford, Covishield, Sinopharm and Sinovac). Additional vaccines are under development and the list of approved vaccines will change over time. Please check with the FDA and WHO via the links above for the latest list of approved vaccines.

## **INTERPRETATION AND APPLICATION OF RULES AND REGULATIONS**

All matters and questions not specifically covered herein, as well as booth assignments, are subject to the decision of Michelle Turenne, Chief of Development, American Thoracic Society and Stacy McManus, Senior Director, Strategic Business Initiatives, American Thoracic Society. The ATS is a member of the Professional Convention Management Association (PCMA) the International Association for Expositions and Events (IAEE), the HealthCare Convention & Exhibitors Association (HCEA) and the American Society for Association Executives (ASAE).

the section "Cancellation Policy." Upon any termination of this Agreement, all rights, and privileges for use of the other party's Intellectual Property shall expire and each party shall discontinue the use of the other party's Intellectual Property.

## **MISCELLANEOUS**

This Agreement supersedes all prior writings or oral agreements and constitutes the entire agreement between the parties on the subject hereof; it may be amended only by a writing clearly setting forth the amendments and signed by both parties. This Agreement is binding on the parties, their successors, and assigns, provided that the Exhibitor may not assign this Agreement without the prior written consent of the ATS. Any such assignment or transfer without prior approval of the ATS will be null, void and without effect. Either party's waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. All notices required or permitted hereunder shall be in writing, addressed to the parties as provided by the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.