

## American Burn Association Rules and Regulations

## 1. Agreement

Please complete the online agreement, noting your company name, address, contact person, telephone and fax numbers. Upon receipt of the agreement, ABA will review and approve your booth selection. Booths are available on a first-come, first-served basis. ABA will forward a notice confirming the booth numbers assigned and any remaining balance due to ABA (if applicable).

#### 2. Payment Terms

Exhibitor must include a 50 percent payment with contract submission. Final payment for booth and Sponsorship is due Friday, December 15. If any Exhibitor fails to perform any other term or condition of the contract, or fails to observe and abide by these Contract Conditions/ rules & regulations, ABA reserves the right to terminate the contract immediately without refund of any moneys previously paid.

## 3. Cancellation

All exhibits and sponsorships are available on a first-come, first-served basis. Exhibits and sponsorships are not reserved until ABA receives payment. Companies may not cancel exhibits or sponsorships after acceptance; ABA will issue no refunds. Exhibitor, as a condition of being permitted by ABA to be an Exhibitor in the Annual Conference, agrees to indemnify and hold harmless ABA, SmithBucklin Corporation, and their respective directors, officers, employees or agents, from any and all loss, which Exhibitor may suffer as a result of show cancellation, duration, delay or other alterations or changes caused in whole or in part by any reason outside ABA's control.

## 4. Assignment of Space

Space will be assigned on a first-come, first served basis. No reservations for booth space will be accepted over the telephone or without a signed contract. Exhibit Management reserves the right to make revisions to the floor plan.

## 5. Set-up and dismantle

Set-up and dismantle hours specified in the exhibitor service manual are subject to change, in which case all exhibitors will be notified in writing. Exhibits are to be kept intact until the closing of the exhibit hall. No part of an exhibit shall be removed during the Showcase without special permission from ABA. Any Exhibitor/Exhibitor that begins dismantling its display before the close of the show will lose priority status in future ABA Conferences and may altogether lose the privilege to exhibit.

## 6. Subletting of Exhibits and Prohibited Uses

Exhibitor/Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them. Nor shall they exhibit or permit to be exhibited in their space any merchandise or advertising materials which are not a part of their regular products, or which are not compatible with the character of ABA, without a written request and approval from ABA. ABA reserves the right to terminate any portion of the exhibit that is not in accordance with these rules without prior approval.

## 7. General Contractor

Booth furnishings such as tables, chairs, wastebaskets, carpeting, signs, flowers, and booth services (labor to setup and dismantle spotlights, etc.) may be obtained from the official general service contractor. The service contractor will be available for Exhibitor assistance during all hours of setup, exhibition, and teardown. The contact information for the service contractor along with detailed information on shipping, labor, special fees, and material handling is included in the Exhibitor Services Manual. The Exhibitor Services Manual will be emailed to each company approximately 90 days before the conference or shortly after the Exhibitor/Exhibitor Contract has been received by ABA HQ. Without prior agreement with the ABA show management, the individual company is responsible for any costs incurred as a result of a failure to meet scheduled deadline dates, and will be invoiced accordingly. If you have any questions or special requirements, please contact show

## 8. Alcoholic Beverages

management.

The serving of alcoholic beverages by Exhibitors in any part of the exhibit area is strictly prohibited unless given permission by ABA.

#### 9. Use of Space - General

All marketing activities of each Exhibitor must be confined to the Exhibitor/Exhibitor's allotted booth space. Demonstrations in booths must be designed to take place and keep the audience within the existing booth space to allow the free flow of traffic in the aisles. Exhibitors/Exhibitors expressly agree not to hold any activity that, in the sole opinion of ABA, creates a material adverse effect on attendance during the conference. If clarification is needed on a specific activity, please submit it to ABA for approval.

## 10. Special Effects

Audio-visual and other sound and attentiongetting devices and effects will be permitted only in those locations and in such intensity as, in the opinion of ABA, do not interfere with the activities of neighboring Exhibitors. Operational equipment demonstrated may not create noise levels objectionable to neighboring Exhibitors.

#### 11. Hotel Rooms and Meeting Rooms

ABA reserves the right to control all rooms and meeting rooms in those hotels which are providing housing for ABA. No entertainment, meetings, tours, special events, hospitality suite functions, or other private functions will be permitted during the ABA Conference activities unless approved by ABA. Companies who are not in accordance with the stated rules may lose their privilege of exhibiting at this and future conferences.

## 12. Exhibit Construction and Layout

ABA reserves the right to control the layout of the exhibit hall. Detailed regulations governing the construction, height, and layout of exhibits will be included in your Exhibitor Services Manual. These rules and regulations are to be considered an addendum to this document, and are subject to the full power and enforcement as set forth herein. If you require immediate access to these rules and regulations, please contact ABA HQ for a copy. Each Exhibitor will be held accountable for abiding by these rules and regulations governing stand construction and height limitations. ABA reserves the right to control the layout of the exhibit hall. Exhibitor/Exhibitor will be bound by the booth construction rules included in the Exhibitor Services Manual.

## 13. Liability

The "Exhibitor" assumes all responsibility for any and all loss, theft, or damage to "Exhibitor's"

display, equipment, and other property while on the hotel premises, and hereby waives any claim or demand it may have against the hotel or its affiliates arising from such loss, theft, or damage. In addition, the "Exhibitor" agrees to indemnify, defend, and hold harmless ABA and the Hotel against any liabilities, obligations, claims, damages, suits, costs, and expenses, including, without limitation, attorneys' fees and costs, arising out of or in connection with the "Exhibitor's" occupancy and use of the exhibition premises or any part thereof or any negligent act, error, or omission of the "Exhibitor" or its employees or agents.

#### 14. Insurance

Each "Exhibitor" shall carry and maintain all liability insurance. Participating "Exhibitors" assume the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to "Exhibitor's" displays, equipment, and other property brought upon the premises of the hotel or convention center and shall indemnify and hold harmless ABA, the management firm, agents, servants, and employees from any and all damages, claims, and/or destruction including theft or mysterious disappearance to any and all equipment owned by, leased to, or utilized by "Exhibitors."

## 15. Promotions, Contests, Printed Material, Etc.

All giveaway items with the exception of pens, pencils, luggage tags, pocket calendars, and similar items must be submitted for approval to ABA prior to the conference. Sideshow tactics, or other methods, including marketing material, considered by ABA to be objectionable, are expressly prohibited at the ABA conference. Prizes, awards, drawings, raffles, lotteries, or contests may be permitted in accordance with applicable state laws. Requests for approval of such activities must be submitted in writing to ABA three weeks prior to the opening of the exhibition. Distribution of promotional material to ABA conference attendees' hotel sleeping rooms, public areas, or in technical sessions is strictly prohibited without the prior approval from ABA. Use of ABA hotel and conference-related facility communication systems to promote vendors or their products is also prohibited.

## 16. Use of ABA Name

Participation by an Exhibitor in the ABA conference does not entitle the Exhibitor to use the ABA name other than with reference to the Exhibitor's participation as an Exhibitor in the ABA conference without permission from ABA. Participation in ABA does not imply endorsement or approval by ABA of any product, service, or participant, and none shall be claimed by any participant.

#### 17. Security

Although ABA will provide security service for the exhibit hall during the length of the conference, neither ABA nor the management firm will accept the responsibility for "Exhibitor's" valuables, tools, or personal items. It is suggested that small carrytype items of value be secured each evening.

## 18. Cleaning

ABA will arrange daily cleaning of the aisle carpets and common areas. "Exhibitors" are responsible for maintaining the cleanliness of their respective exhibit space.

#### 19. Press

ABA reserves the right to control all media access and press activity during the ABA conference.

#### 20. Name Badges

In an attempt to better secure your investments, all representatives from an exhibiting company must wear an Exhibitor's name badge to gain entrance to, and while in the exhibit hall. Name badges must be authorized in writing by the designated company

contact person. All badges included in any sponsorship package or booth purchase may only be used by an employee of the Exhibitor or exhibiting company.

#### 21. On-site Name Badges

If additional badges are required on site, an on-site registration form must be completed at the registration desk by the exhibiting company's contact noted on the agreement.

# 22. Americans with Disabilities Act/Similar Non-U.S. Statutes

Exhibitors shall be responsible for making their exhibits accessible to persons with disabilities, as required by the Americans with Disabilities Act or similar statutes as may apply outside of the United States and shall hold ABA harmless from any consequences of failing to do so.

## 23. Enforcement

The Exhibitor acknowledges that its failure to comply with the rules & regulations set forth herein will cause harm to ABA. The Exhibitor agrees that, if ABA determines that a material violation has occurred, the Exhibitor will lose the privilege of exhibiting at this and future ABA conferences. In addition, ABA reserves the right to immediately remove all exhibit materials if a violation occurs during the conference without issuing a refund.

#### 24. General

All matters and questions not covered by the regulations are subject to the decision of ABA. These regulations may be amended at any time by ABA and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original regulations. In the event of any amendment or additions to these regulations, written notice will be given by ABA to such Exhibitors as may be affected by them.

#### Canons of Conduct

In order that ABA may better achieve its purposes, the following Canons of Conduct are adopted and shall govern the conduct of all ABA members, member representatives, and attendees. All such members, member representatives, and attendees in connection with all ABA matters and activities:

- A.Must conduct themselves and their activities in a professional manner marked by integrity and spirit of fair play.
- B. Must refrain from engaging in any activity which would violate proprietary rights of their employers, ABA, or any other ABA member organization (including their representatives).
- C. Must abide by the bylaws and policies of ABA. D. Must properly register and display appropriate
- credentials at ABA activities. E. Must not engage in sales activities, including
- direct or indirect solicitation, or conduct any other activity contrary to purpose or policies of ABA at a ABA-Exhibitored activity without the express consent of the ABA Board of Directors.
- F. Must not distribute any materials or post displays of any kind at ABA activities without prior approval of an officer of ABA.
- G.Must not engage in any form of personnel recruitment or use of ABA facilities or resources to do so.
- H.Must not use the ABA name, other than in the conduct of ABA business, as determined by the ABA Board of Directors.
- Must not use the ABA membership list or any part thereof, except in the conduct of ABA business, as determined by the ABA Board of Directors.
- J. Must restrict the use of ABA documents and other data for the purpose defined by the ABA Board of Directors or ABA policies.