

HAND - NERVE - RECONSTRUCTIVE 2017 Annual Meetings Exhibit Space Agreement

January 10 – 16, 2018 | Fajardo | Puerto Rico

Please complete all sections of this application and either type or print in each section. Payment of 50% of total El Conquistador, Fajardo, Puerto Rico, commitment is due with application. Final payment of the remaining balance is due no later than October 6, 2017. Applications will be accepted after October 6th on a space available basis.

CONTACT INFORMATION

Contact Person This person will receive all correspondence pertaining to these meetings.

Title

Telephone number

Fax number

Email address

Company Name

Street Address

City/State/Postal Code /Country

EXHIBIT SPACE: 8ft x 10ft space - \$3,500

Please check below when you intend exhibit:

- All 3 meetings – AAHS. ASPN. ASRM.
Set up Wednesday & Dismantle Monday (January 10th – 15th)
- AAHS & ASPN
Set up Wednesday & Dismantle Saturday (January 10th – 13th)
- ASPN & ASRM
Set up Friday or Saturday & Dismantle Monday (January 12th, 13th - 15th)

Location preferences: (List booth numbers)

1st Choice _____ 3rd Choice _____

2nd Choice _____ 4th Choice _____

50% deposit is due with application. After October 6, 2017, applications must be accompanied with payment in full.

We would like to be near _____

We would not like to be near _____

The Association will make every effort to honor your location requests.

Mobile App Listing: Please email a 50 word description to industry@handsurgery.org by October 27, 2017. When emailing description please include the following:

1. "AAHS ASPN or ASRM" in the subject line of your email.
2. Company Name
3. Mailing Address
4. Company website address
5. 50 word description
6. Logo

If your description is substantially over 50 words we reserve the right to edit your submission.

PAYMENT METHOD:

Check amount enclosed: \$ _____

CREDIT CARD

American Express MasterCard Visa

Amount to be charged: \$ _____

Credit Card Number

Expiration Date Security Code (3-4 numbers on front or back of card)

Name as it appears on credit card

Cardholder's Signature

Secure Fax: + 978.524.0461 This form must be faxed if credit card number is showing.

DO NOT EMAIL.

- Please check if credit card billing address is same as contact information at the top of the form.
- If billing address is not the same please enter below.

Company Name

Street Address

City/State/Postal Code /Country

WE AGREE TO ABIDE BY ALL RULES AND REGULATIONS SET FORTH IN THE PROSPECTUS AND THIS APPLICATION (FRONT AND BACK). ACCEPTANCE OF THIS APPLICATION BY SHOW MANAGEMENT CONSTITUTES A CONTRACT. CONFIRMATION WILL BE SENT ON OR AFTER OCTOBER 6th.

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

If you have any questions please contact us at 978-927-8330 or email us at industry@handsurgery.org

For office use only:

Date received: _____ Total Amount due: \$ _____

Amount received: _____ Accepted by: _____

ID #: _____

PIF by October 6, 2017 \$ _____

Space Assignment: _____ Date assigned: _____

New space assignment: _____ Date assigned: _____

Please return your completed application to:

Email: industry@handsurgery.org

Fax: 978.524.0461

Mail: AAHS.ASPN. ASRM

500 Cummings Center, Suite 4400

Beverly, MA 01915

USA

EXHIBIT SPACE AGREEMENT (Page 2)

HAND - NERVE - RECONSTRUCTIVE 2018 Annual Meetings January 10 - 16, 2018

El Conquistador, Fajardo, Puerto Rico

AAHS, ASPN and ASRM, and their authorized representatives are hereinafter referred to as "Show Management."

1. PAYMENT AND REFUNDS. Applications submitted prior to October 6, 2017 must be accompanied by a deposit in the amount of 50% of the total booth fee. The balance of the space rental charge will become due and payable on October 6, 2017. Applications submitted after **October 6, 2017** must be accompanied by payment IN FULL. Applications received without such payment will not be processed nor will space assignments be made. If Show Management receives a written request for cancellation or downgrade of space on or before **October 6, 2017**, the exhibitor will be liable for a 25% processing fee. For cancellations or downgrades received after **October 6, 2017**, no refunds will be issued. It is expressly agreed by the exhibitor that in the event he/she fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning use of exhibit space, Show Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid for their space reservation, regardless of whether or not Show Management enters into a further lease for the space involved.

2. SPACE RENTAL AND ASSIGNMENT OF LOCATION. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. **SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.**

3. USE OF SPACE, SUBLETTING OF SPACE. No exhibitor shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted. Exhibitors must show only goods manufactured or dealt by them in the regular course of business. Should an article of non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

4. EXHIBITOR'S AUTHORIZED REPRESENTATIVE. Each exhibitor must name one person to be the representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, children sixteen (16) years of age and under will not be admitted to the exhibit halls at any time unless they have written permission from Show Management.

5. INSTALLATION AND REMOVAL. Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Installation of all exhibits must be fully completed by the opening time of the exposition. Any space not claimed and occupied three hours prior to opening, may be resold or reassigned without refund. No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the Show.

6. ARRANGEMENT OF EXHIBITS. Each exhibitor is provided access to an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition.

7. EXHIBITS & PUBLIC POLICY. Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them. All booth decorations must be flame-proofed. Electrical wiring must conform to the National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at exhibitor's expense. Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. If unusual equipment or machinery is to be installed or if appliances that might come under fire codes are to be used the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City and State fire regulations.

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

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

Direct Sales. No retail sales are permitted within the exhibit area at any time, but orders may be taken for future delivery.

Contests, Drawings & Lotteries. All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the exposition.

Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor's booth space. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Live Animals. Live animals are prohibited.

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

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

10. SOCIAL ACTIVITIES. Exhibitor agrees to not hold hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management.

11. INSURANCE. The exhibitor agrees to maintain insurance reasonably commensurate with all activities arising from or connected to the Event, including, but not limited to, Commercial General Liability insurance with limits not less than Two Million US dollars (\$2,000,000 US) per Occurrence covering property damage, products-completed operations, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. The exhibitor agrees to add the AAHS, ASPN, ASRM and the El Conquistador Hotel Indemnified Parties as additional insureds under all applicable policies for the Event, and the Exhibitor's insurance will apply as primary to any insurance maintained by the AAHS, ASPN, ASRM or the El Conquistador Hotel Indemnified Parties. The exhibitor agrees not to endorse or change the insurance to make it excess over other available insurance. Neither the exhibitor's failure to provide, nor the AAHS, ASPN, ASRM or El Conquistador Hotel's failure to obtain, proof of compliance shall act as a waiver of any of term in this Agreement.

12. MUTUAL INDEMNIFICATION. To the fullest extent permitted by law, the Exhibitor agrees to protect, indemnify, defend and hold harmless the AAHS, ASPN, ASRM, El Conquistador Hotel, Hilton Worldwide, Inc. and the El Conquistador Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), arising out of or relating to the Event that is the subject of this Agreement to the extent such Claims are caused by the negligence, gross negligence or intentional misconduct of Exhibitor's employees, agents, contractors, and attendees; provided, however, that nothing in this indemnification shall require the Exhibitor to indemnify the AAHS, ASPN, ASRM or El Conquistador Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the El Conquistador Hotel Indemnified Parties. To the fullest extent permitted by law, El Conquistador Hotel Indemnified Parties agree to protect, indemnify and hold harmless the Exhibitor, its owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Group Indemnified Parties"), from and against any and all Claims arising out of or relating to the Event that is the subject of this Agreement to the extent such Claims are caused by the negligence, gross negligence or intentional misconduct of the AAHS, ASPN, ASRM or El Conquistador Hotel; provided, however, that nothing in this indemnification shall require the AAHS, ASPN, ASRM or El Conquistador Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties. The party found to be at fault or responsible for any Claim will be required to indemnify the other party as provided in this section. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party. This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

DISCLAIMER/LIMITATION OF LIABILITY

The exhibitors agree that in no event shall the AAHS, ASPN, ASRM, the El Conquistador Hotel, Hotel's Owner, Hilton Worldwide, Inc. or any of their subsidiaries, owners or affiliates be liable for (1) any services or products provided by any third party supplier (including, but not limited to, companies that provide meeting registration or management services); or (2) any liability arising out of any agreement between the Exhibitor and any third party supplier. In no event shall the AAHS, ASPN, ASRM, El Conquistador Hotel, Hotel's Owner, or Hilton Worldwide, Inc. be liable for any indirect, consequential, special, incidental or punitive damages of any kind regardless of whether such claim arises in tort or in contract, even if such damages were foreseeable.

13. CARE OF BUILDING AND EQUIPMENT. Exhibitor shall be fully responsible to pay for any and all damages to property owned by the El Conquistador Hotel, its owners or managers, which result from any act or omission of Exhibitor.

14. AMERICANS WITH DISABILITIES ACT. Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless Show Management and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

15. OTHER REGULATIONS. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. **SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**

NAME

DATE

AUTHORIZED SIGNATURE

TITLE