

Exhibitor Terms And Conditions

SHOW MANAGEMENT is Talley Management Group, Inc., located at 19 Mantua Road, Mt. Royal, NJ 08061 (856) 423-0043 • Fax (856) 423-0082 • Email AHSQ@talley.com

ELIGIBLE EXHIBITS: SHOW MANAGEMENT reserves the right to determine the eligibility of any company or product to exhibit in the show and further reserves the right to reject any application and/or limit space assigned to any one company.

INSTALLATION, SHOW AND DISMANTLEMENT: Exhibitor agrees to comply with assigned move-in and installation days and hours as detailed in the prospectus. Exhibits may not be removed from the Facilities until final closing of the show unless special permission is obtained in writing in advance from SHOW MANAGEMENT. Exhibits must be removed from the Facility by the time specified in the prospectus. Any displays or materials left in booths, without instructions will be packed and shipped at the discretion of SHOW MANAGEMENT, and all charges will be assessed to Exhibitor.

CANCELLATION, WITHDRAWAL OR REDUCTIONS IN SPACE: Cancellation or reductions in space and/or a refund are subject to the following conditions: Exhibitors shall give written notice of cancellation. If written notice is received more than 60 days prior to show opening, total money less a 50% cancellation fee will be refunded to Exhibitor; no refunds will be allowed for any cancellation less than 60 days prior to the opening of the Show and SHOW MANAGEMENT reserves the right to re-sell space.

SPACE ASSIGNMENTS AND SUBLEASE: Booth assignments will be made per the date of receipt of application on a space available basis. Exhibitors may not sublease the booth or any equipment provided by SHOW MANAGEMENT, nor shall Exhibitor assign this lease in whole or in part without written notice to and approved by SHOW MANAGEMENT in advance of the trade show.

RELOCATION OF EXHIBITS: SHOW MANAGEMENT reserves the right to alter the official floor plan, and/or re-assign any Exhibitor's location as deemed advisable. SHOW MANAGEMENT further reserves the right to make such changes, amendments and additions to these terms and conditions and such further regulations as it considers necessary for the good of the Show.

LIMITATION OF EXHIBITS: SHOW MANAGEMENT reserves the right to stop or remove from the Show any Exhibitor, or his/her representative, performing an act or practice which in the opinion of SHOW MANAGEMENT is objectionable or detracts from the dignity of the Show or is unethical to the business purpose of the Show. SHOW MANAGEMENT reserves the right to refuse admittance of exhibits or materials to the Show until all dues and fees owed are paid in full. No Exhibitor shall hold any social event, hospitality suite or meeting or demonstration to which attendees are invited, or entices attendees off the Show floor during official Show hours.

MUSIC, AUDIO EFFECTS, PHOTOGRAPHY and VIDEOTAPING: Music and audio-visual devices with sound are permitted only in those locations designated by SHOW MANAGEMENT and at such decibel intensity as not to interfere with the activities of other Exhibitors. Photography and video taping other than by official SHOW MANAGEMENT photographers are not permitted within the exhibit hall at any time. Only the Exhibitor may grant permission to have its exhibit and/or products photographed.

COPYRIGHT LAW: No copyrighted music may be played or sung in the exhibition area in any fashion (including, but not limited to: background music on video or audio presentations) without obtaining appropriate licensing. The Exhibitor shall indemnify SHOW MANAGEMENT, AHS and the facility, their officers, directors, employees, and agents and hold them free and harmless from all liability whatsoever, for any infringement of or other violation arising out of the use of copyrighted music.

SECURITY: Although security service will be furnished, SHOW MANAGEMENT cannot and will not be responsible for damage to,

loss and/or theft of property belonging to any Exhibitor, its agents, employees, business invitees, visitors or guests. Each Exhibitor is to carry his or her own insurance.

APPLICABLE LAWS: This contract shall be governed by the laws of the State of New Jersey. Exhibitor agrees to abide by all federal (including but not limited to FDA), state, and city laws, ordinances, and regulations concerning fire safety, health, environment, public safety and hazardous materials and all regulations and restrictions imposed by the Facility. All displays and decorations must be fireproof.

LIMITATION OF LIABILITY: The Exhibitor agrees to make no claim for any reason whatsoever against: SHOW MANAGEMENT, the Convening Organizations, their officers, directors, employees, agents and authorized representatives the hotels, and Arata Exposition Services, known from this point on as AHS for any of the following:

- The Exhibitor agrees to make no claims against AHS for loss, theft, damage to goods, or injury to him/herself, his/her employees, or attendees while in the exhibition area, nor any consequential damage to his/her business for failure to provide space for the exhibit or for the failure to hold AHS as scheduled. The Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save AHS from claims, losses, damages to persons or property, governmental charges for fines and attorney's fees related to the use of the exhibition premises or part thereof. In addition, Exhibitor acknowledges that AHS does not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property insurance covering such losses by Exhibitor.

- THE ABOVE-CITED REGULATIONS as well as all conditions stated in the AHS Exhibitor Prospectus and exhibit application become a part of the contract between the Exhibitor and AHS.

INSURANCE: All property of Exhibitor is understood to remain under its custody and control in transit to and from or within confines of the Facilities. SHOW MANAGEMENT does not maintain insurance covering Exhibitor's property. Exhibitor shall carry Comprehensive General Liability coverage including premises, operations and contractual liability coverage of at least \$1,000,000 for Personal Injury Liability and \$500,000 for Property, Worker's Compensation with Employer's Liability with applicable statutory coverage. Certificates shall be furnished upon request.

FORCE MAJEURE: In the event the Facility or any part of the exhibit area thereof becomes unavailable, whether for the entire event or a portion of the event, as a result of fire, flood, tempest, inclement weather or other such cause, or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, riot, or other cause or agency over which SHOW MANAGEMENT has no control or should SHOW MANAGEMENT decide, because of such cause, that it is necessary to cancel, postpone or re-site the exposition or reduce the move-in or installation time, show time or move-out time, SHOW MANAGEMENT shall not be liable to indemnify or reimburse Exhibitor in respect to any damages or loss, direct or indirect, arising as a result thereof.

TERMINATION OF RIGHT TO EXHIBIT: SHOW MANAGEMENT reserves the right to terminate without notice an Exhibitor's right to exhibit if an Exhibitor or any of their representatives fail to observe the conditions of this contract or in the opinion of SHOW MANAGEMENT, they conduct themselves in an unethical or unprofessional manner. Such exhibitors will be dismissed without refund.

ADDENDUM: SHOW MANAGEMENT reserves the right to make changes, amendments, and additions to these rules as considered advisable for the proper conduct of the exposition, with the provision that all Exhibitors will be notified of such changes.

Exhibitor Rules And Regulations

BOOTH CONSTRUCTION & SHOW SERVICES: Standard booths are limited to 8-foot-high background drapes and 3-foot-high side drapes. Maximum height of exhibit is 8 feet and may extend only one-half of the booth depth from the back wall. Height in the front half of the exhibit space cannot exceed 4 feet, except for product height, which may exceed the 4 feet limitation. Booths shall not obstruct other Exhibitors or aisles. If exhibit floor is not carpeted, carpeting is required. Booth carpeting, decorations, furniture, signs and electrical connections are available to the Exhibitor through the AHS official General Service Contractor, who will bill the Exhibitor directly. SHOW MANAGEMENT is not responsible for any service provided by independent contractors. SHOW MANAGEMENT reserves the right to finish and decorate any unfinished partitions, walls or backs of signs that are exposed to the public and to charge the cost to the Exhibitor. Peninsula Booths are not permitted.

BOUNDARIES: All parts of all exhibits must be exhibited within Exhibitor's assigned space boundaries. Aisle space is under the control of SHOW MANAGEMENT.

GENERAL SHOW POLICIES: Noisy or offensive exhibits are prohibited. Distribution of literature or samples must be related to exhibit and distribution limited to within Exhibitor's space. Canvassing the exhibit hall is strictly prohibited. No food or beverages may be distributed from Exhibitor's space without the pre-show approval of SHOW MANAGEMENT. The Exhibitor may not display signs that are not professionally prepared or in the opinion of the Show Manager detract from the appearance of the Show in any manner whatsoever. The Show Manager shall have sole control over all admission policies always.

USE OF DISPLAY SPACE: A representative of the exhibiting company must be present at the booth(s) always during the posted exhibit hours. Except for book publishers, the sale of merchandise or equipment of any kind is prohibited in the exhibit hall. The use of the AHS logo on displays, signs, giveaways, promotional literature or other material is strictly prohibited. In addition, the use of the acronym "AHS" must not be used on pre, during and post show promotional material unless specific written permission is granted. Use of any Convenor, Sponsor or participating organization logo is strictly prohibited unless permission is granted directly from those organizations in writing. Signs or other articles are prohibited from being fastened to the walls, pillars or electrical fixtures. The use of thumbtacks, tape, nails, screws, bolts or any other tool or material which could mar the floor or walls is prohibited. Drip pans must be used under all equipment where there is a possibility of leakage. No helium filled balloons or adhesive backed stickers may be given out by Exhibitors.

FDA APPROVAL/CLEARANCE: Products must be FDA approved. Exhibitors may be required to show evidence of FDA approval. This requirement applies to medical devices, drugs, and other FDA-related products. In accordance with this policy, if non-FDA approved products or services are exhibited, AHS may deny installation or require removal from the show floor or discontinuance of any promotion, wholly or in part.

EXHIBIT HALL BADGES AND PROGRAM BOOKS: All Exhibitor personnel must be registered. Three (3) complimentary exhibit hall only registrations per exhibiting company will be provided. These badges do not allow entry to educational sessions or social events. Additional Exhibit Hall Only badges may be purchased.

Only registered exhibit hall personnel will be allowed to access the hall one hour in advance of opening.

UNION LABOR: Exhibitors are required to observe all union contracts in effect among SHOW MANAGEMENT, official contractors, facilities and various labor organizations represented. Any labor required for installation or dismantle, decoration or use of equipment must be ordered through the general service contractor. Tipping is strictly forbidden for any personnel providing any services.

BOOTH GIVEAWAYS: All booth giveaways must be approved by SHOW MANAGEMENT prior to the meeting.

SPONSORSHIP COMMITMENT: Only after full and final payment and a signed Letter of Agreement are both received will an official commitment exist between the American Headache Society and an organization for sponsorship. AHS maintains the right to promote all sponsorship opportunities to any interested organization at any time until we receive full and final payment and a signed Letter of Agreement from sponsoring company. An organization interested in a sponsorship opportunity must send the Letter of Agreement and payment within 4 weeks of written commitment. If written commitment is made within 8 weeks of meeting, payment is due with signed LOA.

SPONSOR CANCELLATION: In the event a Sponsor must cancel a sponsorship opportunity, sponsor must notify AHS in writing (email, fax or mail) to: mail: American Headache Society, 19 Mantua Road, Mt. Royal, NJ 08061; email: ahshq@talley.com; fax: 856-423-0082. A penalty may be assessed based on when written cancellation is received:

- If cancellation is received more than eight (8) weeks before the first day of the event (on or before September 21, 2018), AHS maintains a cancellation penalty of 50% of the sponsorship fee;
- Refunds will not be offered to a sponsor cancelling less than eight (8) weeks from the first day of the event (on September 22, 2018 or after).

