



2023 ASTRO ANNUAL MEETING PAY IT FORWARD

PARTNERING WITH OUR PATIENTS

October 1-4, 2023 | San Diego Convention Center, San Diego

ADDENDUM REGARDING AFTER-HOURS ACCESS AMERICAN SOCIETY FOR RADIATION ONCOLOGY 2023 ANNUAL MEETING EXHIBITOR RULES, REGULATIONS AND POLICIES

This addendum with Additional Rules for After-Hours Access (this “Addendum”) to the 2023 Annual Meeting Exhibitor Rules, Regulations and Policies (“Rules”) is made by The American Society for Radiation Oncology (“ASTRO”), and is agreed to by the authorized representative of the exhibitor (“Exhibitor”), whose signature appears below and who has the authority to enter into such Agreement. This Addendum sets forth additional requirements for after-hours access to the Exhibit Hall and all related premises (“Exhibit Hall and Premises”).

1. By its signature below, the Exhibitor acknowledges that all of the obligations imposed upon Exhibitor by the Rules and this Addendum to the Rules apply to the Exhibitor’s after-hours access to the Exhibit Hall and Premises, and that Exhibitor will comply fully with all obligations set forth in the Rules and this Addendum.
2. For purposes of this Addendum, “After-Hours Access” shall mean permission to access the Exhibit Hall and Premises during the following times and dates (“After-Hours Access Period”):

Monday, September 25, 2023	5:00 p.m. – 12:00 a.m.
Tuesday, September 26, 2023	5:00 p.m. – 12:00 a.m.
Wednesday, September 27, 2023	5:00 p.m. – 12:00 a.m.
Thursday, September 28, 2023	8:00 p.m. – 12:00 a.m.
Friday, September 29, 2023	8:00 p.m. – 12:00 a.m.
Saturday, September 30, 2023	8:00 p.m. – 12:00 a.m.
Sunday, October 1, 2023	5:00 p.m. – 12:00 a.m.
Monday, October 2, 2023	5:00 p.m. – 12:00 a.m.

3. Neither Exhibitor nor any of its employees and agents shall be afforded After-Hours Access without prior approval of ASTRO. At least 24 hours in advance of the first day on which the Exhibitor is seeking After-Hours Access, Exhibitor shall provide to ASTRO a list of all individuals who will be afforded After-Hours Access. During the After-Hours Access Period, all individuals must enter/exit the Exhibit Hall and Premises via a designated after-hours entrance. Exhibitor agrees that it will assume complete responsibility for all of its employees, contractors, and other agents and representatives (“Exhibitor-Related Parties”), to ensure their compliance with the requirements set forth in the Rules and in this Addendum, and assume any and all liability stemming from or related to their presence at or use of the Exhibit Hall and Premises during the After-Hours Access Period.
4. Exhibitor agrees to assume the cost to hire two security guards to watch Exhibitor’s booth during the After-Hours Access Period. In addition, Exhibitor agrees to assume the cost for ASTRO to have available during the After-Hours Access Period, subject to ASTRO’s sole discretion: GES representative (s); first aid; a Union Steward and worker(s); additional security; and other related expenses to secure and maintain the safety of all individuals and property during the After-Hours Access Period. If more than one Exhibitor is present in the Exhibit Hall or Premises during the After-Hours Access Period on a given day, the costs for some or all of the above-mentioned items may be split among participating Exhibitors, as determined by ASTRO in its sole discretion. ASTRO will invoice Exhibitor(s) for these expenses, and payment must be made within thirty days of the invoice date.

5. All individuals granted After-Hours Access will be required to wear wristbands issued by ASTRO at all times. Failure to wear and display wristband at all times is grounds for immediate expulsion from the Exhibit Hall and Premises. During the After-Hours Access Period, all individuals must stay within the confines of the Exhibitor's booth. If an individual needs to leave the booth to use the restroom, or for any other reason, said individual must be escorted by one of the two security guards assigned to the Exhibitor's booth. At all times, there must be at a minimum of one security guard remaining at the Exhibitor's booth. No photography or video recording is allowed at any time.
6. If any individual wishes to leave the Exhibit Hall and Premises during the After-Hours Access Period, he or she must be escorted to the designated exit by one of the two security guards assigned to the Exhibitor's booth. Re-entry into the Exhibit Hall and Premises during the After-Hours Access Period will not be permitted.
7. ASTRO may make modifications to this Addendum in its sole discretion, and will notify Exhibitor in writing via the Exhibitor Contact if any such modifications are made. Upon such notification, if the modifications are unsatisfactory to the Exhibitor, Exhibitor may terminate this Addendum, but will be required to pay for any expenses already committed to or incurred in providing for its access.
8. Either party may terminate this contract for After-Hours Access by providing 24-hours' notice. Notice of termination by Exhibitor must be made in writing, authorized by the signatory below and delivered to the ASTRO Contact. Upon termination, Exhibitor will be required to pay for any expenses already committed to or incurred to provide for its access.
9. In addition to the liability and indemnity provisions in the Rules, Exhibitor agrees to assume any and all liability, as well as to indemnify, defend and hold ASTRO and its designated representatives, which shall include but is not limited to ASTRO's employees, agents, members, volunteers, Official Contractors, Officers and Directors (collectively, the "Designated Representatives"), and the Henry B. Gonzalez Convention Center, along with all employees, agents, members, contractors and board of directors of these organizations, harmless and to indemnify same, for any causes of action arising out of Exhibitor's or any Exhibitor-Related Party's presence at or use of the Exhibit Hall and Premises during the After-Hours Access Period.
10. Failure of Exhibitor or any of its employees, appointed contractors, agents, and representatives, to adhere to the obligations imposed by this Addendum and the Rules may result in immediate revocation of After-Hours Access privilege and expulsion from the Exhibit Hall and Premises.
11. Exhibitor shall procure and maintain insurance against liability for injuries to persons or damage to property which may arise from Exhibitor's operations relating to the Event. The term for such insurance shall cover the full duration of the Event (Monday, September 25, 2023 – Thursday, October 5, 2023), hereinafter referred to as "Insurance Term." All property of Exhibitor is understood to remain under Exhibitor's custody and control in transit to, during the Event and from the confines of the Exhibit Hall area. The cost of such insurance shall be borne by Exhibitor and shall comply with all of the following requirements:

(1) Commercial General Liability (CGL) Insurance.

a. **Scope of Coverage and Limits.**

Exhibitor's CGL policy shall provide coverage that is at least as broad as the coverage provided by ISO Form CG 00 01 07 04, written on an "occurrence" basis, with limits of no less than \$2,000,000 per occurrence/\$2,000,000 aggregate. Such CGL coverage must be maintained throughout the Insurance Term.

b. Additional Insured Coverage.

ASTRO and SPARGO, Inc., and their agents, trustees, officers, board members and employees, as well as the San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents and employees of these three entities are to be covered as additional insureds on Exhibitor's CGL policy with respect to liability arising out of operations performed by or on behalf of Exhibitor in connection with the Event, including materials or equipment furnished in connection with such operations. Please reference the San Diego Convention Center Corporation, Inc., as follows on the certificate of insurance:

San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents and employees of these three entities.

Additional insured coverage shall be provided in the form of an endorsement to Exhibitor's CGL policy at least as broad as ISO Form CG 20 26 07 04. Such additional insured coverage must be maintained throughout the Insurance Term.

c. Primary and Non-Contributory.

Exhibitor's CGL policy shall specify that it provides primary insurance to ASTRO, and that any insurance or self-insurance maintained by ASTRO shall be excess of the Exhibitor's insurance and shall not contribute with it.

d. Verification of Coverage.

At ASTRO's request, Exhibitor shall furnish ASTRO with an original certificate of insurance evidencing that Exhibitor has procured CGL coverage in accordance with the requirements set forth in these Rules. At ASTRO's request, Exhibitor shall also furnish ASTRO with an original amendatory endorsement adding ASTRO as additional insureds to Exhibitor's CGL policy, as required by these Rules. ASTRO's failure to request a certificate of insurance or amendatory endorsement required by these Rules shall not constitute a waiver of any obligations imposed upon Exhibitor by these Rules.

e. Deductibles and Self-Insured Retentions.

In the event that ASTRO is required to make a claim under Exhibitor's CGL policy as an additional insured, it shall be the sole obligation of Exhibitor, and not ASTRO, to satisfy any deductible or self-insured retention.

(2) **Workers Compensation and Employer's Liability Insurance** for its employees and subcontractors which complies with all federal and state laws.

(3) **Automobile Liability Insurance** with a limit of not less than \$1,000,000 combined single limit – each accident.

12. Exhibitor's request for After-Hours Access, Exhibitor's signed Addendum, Exhibitor's certificate of insurance and Exhibitor's original amendatory endorsement adding the additional insureds as indicated in Section 11.1.b to Exhibitor's CGL policy must be received at least 72 hours in advance of the first day requested for After-Hours Access. Such access is not approved until Addendum is countersigned by ASTRO and all conditions in this Addendum have been met by Exhibitor. ASTRO will return a signed copy of the Addendum to Exhibitor when approved.

AGREED AND ACCEPTED this ____ day of _____, 2023:

Exhibitor

ASTRO

By: _____

By: _____

Name:
Company:
Title:

Laura I. Thevenot
ASTRO
Chief Executive Officer