



### ELIGIBILITY

Exhibiting companies who have secured booth space at the 2023 ASTRO Annual Meeting will be given first priority in applying for a slot in the Industry-Expert Theater, subject to availability and adherence to all published 2023 Annual Meeting Industry-Expert Theater Contract Terms and the *2023 Annual Meeting Exhibitor Rules, Regulations and Policies* (“Rules”) available online at [www.astro.org/rules](http://www.astro.org/rules), as existing on the date hereof and as the same may be amended or changed, hereinafter referred to collectively as “IET Terms and Rules” and incorporated herein by reference. In the event of any change in the IET Terms and Rules, the most up-to-date versions, available online at [www.astro.org/rules](http://www.astro.org/rules), will be controlling.

In the event a company reserves a booth at the 2023 ASTRO Annual Meeting but does not make full payment of booth space by June 9, 2023, cancels prior to the 2023 ASTRO Annual Meeting or is a no-show in the Exhibit Hall, permission to hold the Industry-Expert Theater will be revoked. Any violation(s) will result in the cancellation of the Industry-Expert Theater as well as forfeiture of Industry-Expert Theater fee and liability for other fines and damages, and may jeopardize future participation at ASTRO meetings.

### APPLICATION, PAYMENT AND CANCELLATION

The entire Industry-Expert Theater fee (“Fee”) is due from the exhibitor (“Exhibitor”) with submission of the Industry-Expert Theater Application and Contract (“Contract”). All charges for the Industry-Expert Theater must be paid in full in U.S. funds, drawn on a U.S. bank by June 8, 2023. In the event of cancellation by the Exhibitor, 50% of the Fee will be retained for cancellations received on or before June 8, 2023. After June 8, 2023, no refunds will be issued. Further, no refund will be issued if an Industry-Expert Theater is not engaged, used or has limited attendance, nor will refunds be made for space used only part of the time or for Industry-Expert Theaters terminated due to Exhibitor violations of the IET Terms and Rules. All cancellations by Exhibitor must be submitted in writing to Kathy Peters, ASTRO Annual Meeting Show Management, 251 18<sup>th</sup> Street South, 8<sup>th</sup> Floor, Arlington, VA 22202. ASTRO reserves the right to cancel the Industry-Expert Theater per the terms of the IET Terms and Rules. Regardless of the circumstances of cancellation, Exhibitor’s sole remedy shall be the appropriate refund, if any, as specified in the IET Terms and Rules. In particular, but without limitation, ASTRO retains the right to cancel due to force majeure as established in its sole discretion, in which case Exhibitor shall receive a refund of Fee minus a minimum of 15% processing payment or a greater deduction if necessary, to cover direct and/or indirect costs or financial obligations incurred by ASTRO through date of cancellation.

Upon acceptance of Application and Contract for the Industry-Expert Theater and receipt of full payment, a confirmation email will be issued to the Exhibitor detailing the Industry-Expert Theater assignment and the date and time that the Exhibitor shall have access to the Industry-Expert Theater space (“Space”).

### SCHEDULING

Industry-Expert Theaters are limited and will be assigned on a first-come, first-served basis. Available time slots can be found on the Industry-Expert Theater Application and Contract. Time slots are subject to change at any time.

### PROVIDED SERVICES

The following services are included in the fee of the Industry-Expert Theater:

- Industry-Expert Theater meeting space includes theater seating to accommodate 150 people, a stage with a lectern, head table to seat three and a registration table outside of the theater.
- Assignment of day and time.
- Audio visual equipment to include:
  - One LCD projector.
  - One screen.
  - One lectern with microphone.
  - One speaker confidence monitor.
  - Two table microphones.
  - Two aisle microphones.
  - One laser pointer.
  - One speaker timer.
  - One camera to record presentation.
  - 150 attendee headphones – for Exhibit Hall Theaters only.
  - Sound amplification and mixer system.
  - VGA switcher.
- One on-site technician. *Expenses for audio visual services incurred beyond what is provided may be acquired through ASTRO’s exclusive audio visual vendor at the expense of the Exhibitor.*
- Video and Audio Package capturing each session with links to be provided four weeks post-meeting.
- Sponsor may opt to stream live via Zoom link provided by ASTRO, but all speakers must be in person.
- The Industry-Expert Theater will not be included on ASTRO’s Virtual Meeting or onDemand platforms.
- One complimentary Preshow Attendee mailing list. To order this list, please contact **ASTRO Meetings** at [meetings@astro.org](mailto:meetings@astro.org).
- Industry-Expert Theater listed in the Exhibitor Directory, MyASTROApp - the official Annual Meeting app - the Conference Planner and the ASTRO Website.
- Program signage outside of the Industry-Expert Theater.
- Four complimentary Exhibit Hall only registrations for speakers.

Exhibitor may provide catering at their own expense through the official caterer at the San Diego Convention Center, Centerplate, for participants in the Industry-Expert Theater.

### LOGISTICS

The Exhibitor shall be solely responsible for the management of the event, such as content, registration, speaker management, etc., of their Space and for payment of additional costs related to the Space including but not limited to catering and supplementary audio visual equipment, electrical, internet, phone, etc. ASTRO does not provide logistical support for the Space apart from those services listed in the section “Provided Services”.

### LIMITATION OF LIABILITY

The Exhibitor shall be fully responsible for all claims, liabilities, losses, damages or expenses relating to, arising out of or in any way connected with the Exhibitor’s Industry-Expert Theater; and the Exhibitor shall protect, indemnify, hold harmless and defend the American Society for Radiation Oncology (ASTRO), and its officers, directors, agents and employees (“ASTRO”) from and against any and all such claims, liabilities, losses, damages and expenses (including costs of defending against such); provided that the foregoing shall not apply to any injury, loss or damage caused by or resulting from the willful misconduct of ASTRO or one or more of its officers, directors, agents or employees. The Exhibitor further waives any claim against ASTRO or its officers, directors, agents or employees arising out of the publication or republication of any content from or statement made by anyone who is not an employee of ASTRO concerning the Exhibitor’s Industry-Expert Theater, products or services.



### SECURITY AND INSURANCE

The Industry-Expert Theater will not be secured. ASTRO shall not be liable for damage or loss to Exhibitor's property, nor shall ASTRO be liable for any injury that may occur in the Industry-Expert Theater area.

The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this Contract, comprehensive general liability insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, arising out of or related to the premises leased by ASTRO. Such insurance shall comply with the requirements set forth in the *2023 Annual Meeting Exhibitor Rules, Regulations and Policies*, available online at [www.astro.org/rules](http://www.astro.org/rules).

### PHOTOGRAPHY, VIDEOTAPING AND RECORDING

All photography, filming, taping, recording, reproducing, imaging, or capturing in any medium now known or hereafter devised, including via the use of a tripod-based equipment or mobile devices, hereafter referred to as "Capturing," of the Industry-Expert Theater Space, content, material, presentation, attendees or exhibitors, including any display or equipment must be approved in advance by ASTRO. Only the Official ASTRO Photographer may perform Capturing in the Industry-Expert Theater Space and Exhibit Hall unless approval is granted by ASTRO. Exhibitor agrees to comply with all photography/videography requirements set forth in the *2023 Annual Meeting Exhibitor Rules and Regulations*, available online at [www.astro.org/rules](http://www.astro.org/rules).

ASTRO has secured an official photographer to document and capture events at the ASTRO Annual Meeting. The Exhibitor understands that their Industry-Expert Theater may be captured in photographs taken during the meeting and grants ASTRO unrestricted permission to use and publish photographs or video images of the Exhibitor's Industry-Expert Theater for any purpose authorized by ASTRO, including but not limited to website use, publications, promotional marketing and advertising use, etc.

### PROMOTIONAL AND MARKETING MATERIALS

All promotional and marketing materials must contain the following statement: **The Industry-Expert Theater content and views expressed therein are those of the Exhibitor and not of ASTRO.**

### USE OF ASTRO NAME AND LOGOS

The name American Society for Radiation Oncology, the acronym ASTRO and the ASTRO logo are registered trademarks of the American Society for Radiation Oncology. Use of the aforementioned in conjunction with promotional materials, advertisements, email marketing, company websites, endorsements, statements, contests and/or awards is strictly prohibited. In addition, Exhibitor is not permitted to use the name American Society for Radiation Oncology, the acronym ASTRO, or any other ASTRO registered trademark in a company name, website address, email signature/tag line, or in any other manner.

Exhibitors may be able to use the ASTRO Annual Meeting show logo provided that advance written permission is received from ASTRO. If you would like to use the ASTRO Annual Meeting Show logo or have questions regarding [ASTRO's logo usage policy](#), please contact [permissions@astro.org](mailto:permissions@astro.org).

### DISTRIBUTION OF PRINTED MATERIALS

Advertising, marketing, promotional activities, signage and the distribution of product promotion material, product specific advertisement and other types of Exhibitor collateral is strictly limited to within the Exhibitor's booth in the Exhibit Hall and inside the Industry-Expert Theater during the Exhibitor's assigned time slot. Advertising, marketing, signage, promotional activities and/or materials may not be displayed or distributed within a 15 mile radius of the San Diego Convention Center, including but not limited to meeting rooms and public areas at the San Diego Convention Center (excluding advertising and promotional support opportunities secured and approved directly via ASTRO), in or around the vicinity of the San Diego Convention Center, at the airport, in or around the vicinity of any official ASTRO hotels and along any path where attendees may walk or ASTRO shuttles may pass on their way to the San Diego Convention Center.

To ship printed materials to your Industry-Expert Theater, please contact **ASTRO Meetings** at [meetings@astro.org](mailto:meetings@astro.org) for the on-site mailing address and label information.

### POLICIES

Exhibitor agrees to adhere to the *2023 Annual Meeting Exhibitor Rules, Regulations and Policies* that are available online at [www.astro.org/rules](http://www.astro.org/rules) and including, but not limited to:

1. Exhibitor is solely responsible for and must comply with all health and safety protocols set forth by ASTRO or San Diego Convention Center, as well as any other laws and regulations that are applicable to Exhibitor's activities.
2. Exhibitor is solely responsible for providing notice to all attendees regarding any Open Payments reporting prior to entry into their Industry-Expert Theater.
3. The Exhibitor's activities must be confined to the Space. The Exhibitor may not enter another company's Industry-Expert Theater without invitation.
4. The Exhibitor may not affix any materials to the walls of the Space. Any damage to the Industry-Expert Theater or the facility property through the carelessness, negligence or misconduct of the Exhibitor, its employees, agents or invitees must be paid by the Exhibitor. Trash produced as a result of giveaways, etc., must be maintained in the Space and removed at the Exhibitor's expense.
5. All materials furnished by the Exhibitor to be used in the Space must be in accordance with the San Diego Fire Department's fire code and regulations. All electrical wiring must conform to local codes and regulations.
6. The San Diego Convention Center is in compliance with the Americans with Disabilities Act regulations. The Exhibitor is responsible for compliance with the ADA within the Space. Failure to comply with the ADA is a serious matter and may involve litigation or fines.
7. The use of music, flashing lights, dancers or mimes or other entertainment similar to this in nature is not permitted in the Exhibitor's Space. Helium balloons, glitter and confetti are prohibited.
8. The Exhibitor is responsible for the orderly conduct of the persons in their Space. ASTRO has the right to remove disorderly persons.
9. Children under the age of 18 will not be allowed in the Exhibitor's Space at any time.
10. ASTRO has the right to refuse or remove an Exhibitor on the grounds of unethical or uncooperative behavior, infraction of Industry-Expert Theater Terms or Rules, or other noncompatibility with the event. ASTRO reserves the absolute right to regain possession of any Space by refunding to the Exhibitor the prorated amount paid for the Space.

### NON-COMPLIANCE

Violation of any terms of the Contract may result in Exhibitor being ineligible for a "preferred" booth space or an Industry-Expert Theater for the following meeting, expulsion from the Exhibit Hall and/or Space, loss of all priority points earned in 2023, forfeiture of Fee, and liability for other fines and damages, as well as other possible consequences.

### AMMENDMENT

ASTRO reserves the right to amend or change any of Industry-Expert Theater Terms or Rules. In the event of any change to the Industry-Expert Theater Terms or Rules, the most up-to-date versions, available online at [www.astro.org/rules](http://www.astro.org/rules), will be controlling.