EMERGING INNOVATIONS AND NEW ADVANCEMENTS

FAIRMONT SCOTTSDALE PRINCESS SCOTTSDALE, ARIZONA | DECEMBER 2-4, 2021

APPLICATION FOR EXHIBITOR HOSPITALITY SUITE

Hospitality Suites are available at the Fairmont Scottsdale Princess. Quantity is limited and requests are accommodated on a first-come, first-served basis. Once your application and full payment have been received and approved, you will be notified of your hospitality suite assignment.

HOSPITALITY SUITE RENTA			
Rental Fee: \$20,000			
CONTACT INFORMATION			
COMPANY			
STREET			
CITY	STATE/PROVINCE	ZIP	COUNTRY
PHONE	EMAIL		
CONTACT PERSON			
TITLE			
are made part of this contrac assigned hospitality suite an future participation at meeti	Iltidisciplinary Thoracic Cancers Symposium Co t by reference and incorporated herein. Any vi d/or Exhibit Hall as well as forfeiture of fee and ngs. Further, we agree that the email/address a e production of Multidisciplinary Thoracic Canc	olation of these terms m liability for other fines a and fax number on this a	nay result in expulsion from the and damages, and jeopardize

SIGNATURE

PRINT NAME

DATE

CANCELLATION POLICY

MULTIDISCIPLINARY

THORACIC CANCERS

SYMPOSIUM

100% of the total space rental fee will be retained for cancellations received.
All cancellations must be made in writing.

QUESTIONS?

Please contact Corporate Relation: Phone: 703-502-1550 | Email: corporaterelations@astro.org

PAYMENT INFORMATION

CHECK PAYMENT

If paying by check, please email Application and Contract for an Exhibitor Hospitality Suite to <u>corporaterelations@astro.org</u>. Please mail original application with check made payable to ASTRO to:

FOR STANDARD MAIL: ASTRO P.O. Box 417217 Boston, MA 02241-7217 FOR OVERNIGHT DELIVERY: Bank of America Merrill Lynch Lockbox Services Lockbox #417217, MA5-527-02-07 2 Morrissey Blvd., Dorchester, MA 02125

CREDIT CARD PAYMENT

Credit card payment can only be accepted via phone at 703-839-7370 or online. You will receive instructions upon invoicing with a link to pay online.

Email Application to Corporate Relations at 703-286-1571 or corporaterelations@astro.org.

ASCO AMERICAN SOCIETY OF CLINICAL ONCOLOGY

EDGE CONQUERS CANCER







EMERGING INNOVATIONS AND NEW ADVANCEMENTS

FAIRMONT SCOTTSDALE PRINCESS SCOTTSDALE, ARIZONA | DECEMBER 2-4, 2021 CO-SPONSORS:

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HOSPITALITY SUITE CONTRACT AND TERMS

RENTAL FEE: \$20,000

1. Only 2021 Multidisciplinary Thoracic Cancers Symposium exhibitors who have secured a booth ("Exhibitor") are eligible to apply for an Exhibitor Hospitality Suite subject to availability and adherence to the terms of this Contract and all published Exhibitor Hospitality Suite and Exhibitor rules and regulations. The entire hospitality suite rental fee ("Fee") is due from the Exhibitor upon receiving the invoice for payment. All charges for the hospitality suite must be paid in full in U.S. funds, drawn on a U.S. bank. No refunds will be issued for any cancellations or if a hospitality suite is not engaged or used, even if space is used only part of the time. All cancellations must be submitted in writing to Corporate Relations, 2021 Multidisciplinary Thoracic Cancers Symposium, ASTRO, 251 18th Street, South, 8th Floor, Arlington, VA 22202.

Upon acceptance of application and receipt of full payment of the hospitality suite, a confirmation letter will be issued to the Exhibitor detailing the hospitality suite assignment and the dates and times that the Exhibitor shall have access to such space ("Exhibition Period").

2. All hospitality suites must be set by 7:00 p.m. on Wednesday, December 1, 2021. Exhibitors are responsible for the removal of their exhibit and materials from their assigned hospitality suite by 2:00 p.m. on Saturday, December 4, 2021. Exhibitors may entertain in their assigned hospitality suite only during the following specified times:

Approved times are subject to change at any time. Hospitality Suite cannot be open during Industry-Expert Theaters or Industry Satellite Symposiums.

December 2, 2021 December 3, 2021 December 4, 2021 December 1, 2021 after 4:00 p.m. 7:00 a.m. - 7:45 a.m. 7:00 a.m. - 7:50 a.m. 7:00 a.m. - 7:50 a.m. 10:00 a.m. - 10:30 a.m. 9:30 a.m. - 10:00 a.m. 10:45 a.m. - 11:30 a.m. 12:15 p.m. - 1:15 p.m. 11:45 p.m. - 12:45 p.m. 12:00 p.m. - 2:00 p.m. 2:45 p.m. - 3:15 p.m. 2:15 p.m. - 2:45 p.m. after 5:15 p.m. after 5:00 p.m.

- 3. The size and location of the hospitality suite as shown on the floor plan, exits and other structures are believed to be accurate but are not warranted to be accurate.
- 4 The Exhibitor shall be fully responsible for all claims, liabilities, losses, damages or expenses relating to or arising out of any injury to any person or any loss of or damage to any property where such injury, loss or damage is incident to, arises out of or is in any way connected directly or indirectly with the Exhibitor's use of or participation in assigned hospitality suite; and the Exhibitor shall protect, indemnify, hold harmless and defend Show Management, and its officers, directors, agents and employees 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 Show Management or that of on or more of its officers, directors, agents or employees. Exhibitor further waives any claim against Show Management and its officers, agents or employees arising out of the oral or written publication or republication of any statement made by any person concerning the Exhibitor or the Exhibitor's exhibit and/or hospitality suite, products or services.

In case any part of the Exhibitor's hospitality suite is destroyed or damaged so as to prevent Show Management from permitting an Exhibitor to occupy assigned space during any part or the whole of the Exhibition Period, or in case occupancy of assigned space during any part or the whole of the Exhibition Period, or in case occupancy of assigned space during any part or the whole of the Exhibition Period is prevented by a strike, an act of God, a national emergency or other cause beyond the control of Show Management, then the Exhibitor will be charged for the hospitality suite on a prorated basis only for the period during which the Exhibitor is able to occupy the assigned space.

5. The Exhibitor is responsible for maintaining such property and casualty insurance for its exhibit and display materials within their hospitality suite as the Exhibitor shall deem adequate. Any policy providing such insurance must contain a waiver of any right of subrogation to any claims against Show Management and its officers, directors, agents or employees.

Each Exhibitor must maintain general public liability insurance, in the amount of not less than U.S. \$1,000,000 any one occurrence, against claims for personal injury, death or property damage connected in any way with the Exhibitor's participation in the hospitality suite. Such insurance must include coverage of the indemnification obligations of the Exhibitor under these Contract Terms and must cover Show Management as an additional named insured. In addition, the insurance policy must provide that coverage that cannot be cancelled or reduced without at least ten days prior written notice to Show Management. The Exhibitor shall provide to Show Management an original certificate of insurance evidencing the maintenance of liability insurance complying with all requirements of this paragraph, as specified in the Exhibitor Resource Center that is provided to each Exhibitor.

- 6. Children under the age of 18 will not be allowed in the Exhibitor's hospitality suite at any time.
- 7. Exhibitor activities must be confined to the Exhibitor's hospitality suite. Exhibitors may not enter another exhibit or hospitality suite without invitation.
- 8. Distribution of alcoholic beverages is strictly prohibited within the Exhibitor's hospitality suite while the educational sessions are taking place.
- 9. Small novelty items may be distributed to registrants. Items to be given away or raffled must be professional in nature and distributed in the confines of the Exhibitor's booth or hospitality suite. Show Management reserves the right to remove any items deemed unacceptable from the exhibits and/or meeting area.

- 10. The distribution of printed material is strictly limited to the Exhibitor's booth in the Exhibit Hall and/or hospitality suite. This restriction also applies to placement of signs and/or distribution of materials in any meeting rooms or other areas in the official meeting hotel. One sign will be permitted outside of the Exhibitor's hospitality suite meeting room, subject to approval by Show Management.
- 11. The use of music, flashing lights, dancers or mimes or other entertainment similar to this in nature is not permitted in the Exhibitor's hospitality suite. Helium balloons, glitter and confetti are prohibited.
- 12. Exhibitors may photograph their own products within their hospitality suite, but may not photograph or record other Exhibitor's space or products, or any presentations or programs at the symposium. Any photographing, videotaping or recording must be approved by Show Management in advance of the symposium.
- 13. The Exhibitor agrees that Show Management owns all rights, title, and interest in and to its trademarks, patents, copyrights, marks, symbols, names, logos, registered words or depiction whether or not the same are covered by copyright, trademarks or patents. Use of the aforementioned in conjunction with advertisements, promotional materials, endorsements, statements, contests and/or awards of any kind without the expressed written consent of the relevant Show Management organization is prohibited. Violators may be subject to such civil and criminal penalties as provided by federal and state laws.
- 14. Any medical device, pharmaceutical or other type of medical product displayed in the Exhibitor's hospitality suite must have fulfilled all applicable Food and Drug Administration regulations. Any device, pharmaceutical product or medical product still under clinical investigation that is graphically depicted on a commercial exhibit or display must follow the Healthcare Convention and Exhibitor Association Guidelines for U.S. health care conventions standards. Specifically the product must:
 - Be prominently labeled as still being under clinical investigation.
 - Contain only objective statements about the product.
 - Contain no claims on safety, effectiveness or reliability.
 - Exist solely for the purpose of obtaining investigators.
 - Be accompanied by directions of becoming an investigator and a list of investigator responsibilities.
 - Contain a statement such as "Caution-Investigational Product limited to investigators' investigational use" of similar statement in prominent size of placement.

Furthermore, if the product is not licensed or approved by the FDA for use in radiation therapy procedures, that fact must be properly disclosed following the above guidelines. Additional information regarding FDA regulations may be obtained directly from the FDA.

- 15. The Fairmont Scottsdale Princess is in compliance with the Americans with Disabilities Act regulations. The Exhibitor is responsible for compliance with the ADA within their hospitality suite. Failure to comply with the ADA is a serious matter and may involve litigation or fines.
- 16. Hotel services (including but not limited to telephone, audio/visual, internet, catering, etc.) may be ordered directly through the hotel. Once Exhibitor's application and full hospitality payment has been received, Exhibitor will receive contact information for ordering these services with the hotel. The Exhibitor will be solely responsible for any services ordered directly with the hotel.
- 17. An Exhibitor Appointed Contractor (EAC) is an independent contractor hired by the Exhibitor to assist in the installation and dismantle of the Exhibitor's display. If an Exhibitor would like to use an EAC to set-up and/or tear-down their display within their hospitality suite, the Exhibitor must first be granted approval by Show Management. An EAC request form will be furnished upon request and must be submitted to Show Management for approval.

Permission to use an EAC will be granted only if it will not interfere with or prejudice the orderly set-up, interim services and dismantling of the exhibition. It is understood that the EAC will be a signatory to and conform to all applicable labor rule contracts and shall comply with all exhibit and/or hospitality suite rules and regulations, including specific requirements for EACs set forth in the Exhibitor Resource Center.

All EAC representatives must obtain badges and adhere to the same Exhibit Hall admission policies as the Exhibitor. No badges will be issued to EAC companies who are not preregistered and for whom insurance certificates have not been submitted.

- 18. All materials to be used in the Exhibitor's hospitality suite must be in accordance with the Scottsdale Fire Department's fire code and regulations. All electrical wiring must conform to local codes and regulations.
- 19. Show Management reserves the right to amend or change any of the rules or regulations set forth in this contract.
- 20. Exhibitors may not affix any materials to the walls of the hospitality suite. Any damage to the facility property through the carelessness, negligence or misconduct of the Exhibitor, its employees, agents or invitees must be paid by the Exhibitor. The Exhibitor must, at its own expense, maintain and keep its exhibit area clean. Trash produced as a result of giveaways, etc., must be maintained in the hospitality suite and removed at the Exhibitor's expense.
- 21. Show Management has the right to refuse an Exhibitor on the grounds of unethical or uncooperative behavior, infraction of rules, or other non-compatibility with the event. Show Management reserves the absolute right to regain possession of any space by refunding to the Exhibitor the amount paid for the space.
- 22. Show Management may, at its discretion, deem an Exhibitor ineligible for a "preferred" booth space or hospitality suite for the following meeting for violations of the current rules and regulations.
- 23. Exhibitors are responsible for the orderly conduct of the persons in their hospitality suites. Show Management has the right to remove disorderly persons.
- 24. Violation of the Contract Terms or the rules and requirements set forth in the Exhibitor Resource Center may subject the Exhibitor to expulsion and other remedies including forfeiture of Fee and liability for other fines and damages.