



mtcs

MULTIDISCIPLINARY
THORACIC
CANCERS
SYMPOSIUM

COLLABORATION AND PRECISION IN THORACIC
CANCER CARE: THE TIME IS NOW

November 30–December 2, 2023
Sheraton New Orleans

LIVE VIRTUAL MEETING

INDUSTRY-EXPERT THEATER APPLICATION AND CONTRACT

PAGE 1 OF 3

The Industry-Expert Theater Application and Contract must include full payment or it will not be considered. Quantity is limited and requests are accommodated on a first-come, first-served basis. Once your Industry-Expert Theater Application and Contract and full payment have been received and approved, you will be notified of your Industry-Expert Theater assignment.

CONTACT INFORMATION

Exhibitor Name

Mailing Address

City

State/Province

Zip

Country

Contact Person

Title

Phone

Email

PREFERRED DATE AND TIME *Please select top two choices - time slots are subject to change.*

Wednesday, November 29, 2023

Anytime

Thursday, November 30, 2023

After 5:30 p.m.

Friday, December 1, 2023

After 5:00 p.m.

Saturday, December 2, 2023

After 12:30 p.m.

INDUSTRY-EXPERT THEATER FEE

\$20,000

CANCELLATION POLICY

- 50% of the total fee will be retained for cancellations received before November 3, 2023.
- 100% of the total fee will be retained for cancellations received after November 3, 2023.
- All cancellations must be made in writing.
- ASTRO reserves the right to cancel the Industry-Expert Theater per terms of the Industry-Expert Theater Rules.

QUESTIONS?

Please contact Corporate Relations:

Phone: 703-502-1550

Email: corporaterelations@astro.org

PAYMENT INFORMATION

All payments must be received by **November 30, 2023**. Please email Application and Contract to host an Industry-Expert Theater to corporaterelations@astro.org.

CREDIT CARD PAYMENT (Credit card payment preferred.)

An invoice will be sent with instructions to submit your credit card payment online.

CHECK PAYMENT

Please email 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 #418075, MA5-527-02-07
2 Morrissey Blvd., Dorchester, MA 02125

ACKNOWLEDGEMENT

As an authorized representative of the above stated Exhibitor, I have received and reviewed the "2023 Multidisciplinary Thoracic Cancers Symposium Industry-Expert Theater Contract Terms" and the "2023 Multidisciplinary Thoracic Cancers Symposium Exhibitor Rules, Regulations and Policies" available online at www.astro.org/thoracic2023, (as existing on the date hereof and as the same may be amended or changed), hereinafter referred to collectively as "IET Terms and Rules". Exhibitor agrees to comply with the IET Terms and Rules which are incorporated herein by reference and made part of this contract ("Contract"). In the event of any change in the IET Terms and Rules, the most up-to-date versions, available online at www.astro.org/thoracic2023, will be controlling.

The parties hereto agree that upon the Exhibitor's authorized signature and ASTRO's acceptance and approval, this Contract will constitute a legal and binding agreement between Exhibitor and ASTRO enforceable in accordance with its terms.

Signature

Print Name

Date

Email Industry-Expert Theater Application and Contract to Corporate Relations at corporaterelations@astro.org.



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ELIGIBILITY

Exhibiting companies who have secured booth space at the 2023 Multidisciplinary Thoracic Cancers Symposium will be given first priority in applying for a slot in the Industry-Expert Theater, subject to availability and adherence to all published 2023 *Multidisciplinary Thoracic Cancers Symposium Industry-Expert Theater Contract Terms* and the 2023 *Multidisciplinary Thoracic Cancers Symposium Exhibitor Rules, Regulations and Policies* ("Rules") available online at www.astro.org/thoracic2023, 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/thoracic2023, will be controlling.

In the event a company reserves a booth at the 2023 Multidisciplinary Thoracic Cancers Symposium but does not make full payment of booth space by November 3, 2023, cancels prior to the 2023 Multidisciplinary Thoracic Cancers Symposium 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 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"). In the event of cancellation by the Exhibitor, 50% of the Fee will be retained for cancellations received on or before November 3, 2023. After November 3, 2023, no refunds will be issued. Further, no refund will be issued if an Industry-Expert Theater is not engaged or 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 the Corporate Relations Department, ASTRO Thoracic Symposium Show Management, 251 18th Street South, 8th 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 the Industry-Expert Theater Application and Contract 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 cost of the Industry-Expert Theater:

- Industry-Expert Theater meeting space can accommodate 200 attendees and includes 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.
 - One laser pointer.
 - One speaker timer.
 - One camera to record presentation.
 - 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.
- The Industry-Expert Theater session will not be included on ASTRO's virtual meeting or onDemand platforms.
- Industry-Expert Theater session listed in the Pocket Program and the event website.
- Program signage outside of the Industry-Expert Theater.
- Sponsor may opt to stream live via Zoom link provided by ASTRO, but all speakers must be in person.

Exhibitor may provide catering at their own expense through the official caterer at the Sheraton New Orleans Hotel for participants in the Industry-Expert Theater. Distribution of alcoholic beverages is strictly prohibited within the Space.

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 supplemental 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 *Multidisciplinary Thoracic Cancers Symposium Exhibitor Rules, Regulations and Policies*, available online at www.astro.org/thoracic2023.

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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 as set forth in the *2023 Multidisciplinary Thoracic Cancers Symposium Exhibitor Rules, Regulations and Policies*, available online at www.astro.org/thoracic2023.

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 or symposium co-sponsors.**

USE OF ASTRO AND CO-SPONSORS’ NAME AND LOGOS

- ASCO, the name American Society of Clinical Oncology and the ASCO logo are registered trademarks of the American Society of Clinical Oncology.
- ASTRO, the name American Society for Radiation Oncology and the ASTRO logo are registered trademarks of the American Society for Radiation Oncology.
- SITC, the name Society for Immunotherapy of Cancer, the acronym SITC and the SITC logo are registered trademarks of the Society for Immunotherapy of Cancer.
- STS, the name The Society of Thoracic Surgeons, the acronym STS and the STS logo are registered trademarks of The Society of Thoracic Surgeons.

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 any of the above mentioned co-sponsor names, acronyms, logos or other registered trademarks in a company name, website address, email signature/tag line or in any other manner.

Exhibitors may be able to use the 2023 Multidisciplinary Thoracic Cancers Symposium show logo provided that advance written permission is received from ASTRO. If you would like to use the 2023 Multidisciplinary Thoracic Cancers Symposium show logo or have questions regarding ASTRO’s logo usage policy, please contact 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 Sheraton New Orleans Hotel, including but not limited to meeting rooms and public areas at the Sheraton New Orleans Hotel (excluding advertising and promotional support opportunities secured and approved directly via ASTRO), in or around the vicinity of the Sheraton New Orleans Hotel, at the airport, in or around the vicinity of the official hotel and along any path where attendees may walk on their way to the Sheraton New Orleans Hotel. To ship printed materials to your Industry-Expert Theater, please contact meetings@astro.org for the on-site mailing address and label information.

ATTENDANCE

ASTRO does not guarantee audience size and shall not be held responsible if attendee numbers are lower than original projections. All marketing besides what is listed under “Provided Services” is the responsibility of Exhibitor. No refunds will be provided due to low attendance.

POLICIES

Exhibitor agrees to adhere to the *2023 Multidisciplinary Thoracic Cancers Symposium Exhibitor Rules, Regulations and Policies* that are available online at www.astro.org/thoracic2023 and including, but not limited to:

1. Exhibitor is solely responsible for and must comply with all health and safety protocols set by ASTRO or the Sheraton New Orleans Hotel, 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 New Orleans Fire Department’s fire code and regulations. All electrical wiring must conform to local codes and regulations.
6. The Sheraton New Orleans Hotel 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 an Exhibitor on the grounds of unethical or uncooperative behavior, infraction of IET Terms or Rules, or Event Code of Conduct 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 at future meetings, 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.

AMENDMENT

ASTRO reserves the right to amend or change any of the IET Terms or Rules. In the event of any change to the IET Terms or Rules, the most up-to-date versions, available online at www.astro.org/thoracic2023, will be controlling.

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