

# APPLICATION AND CONTRACT FOR INDUSTRY HOSPITALITY SUITE

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Industry Hospitality Suites are available at the Sheraton New Orleans. 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.

CONTACT INFORMATION							
Company Name							
Mailing Address							
City	State/Province	Zip	Country				
Contact Person	Title						
Phone	Email						

## **INDUSTRY HOSPITALITY SUITE FEE**

\$15,000

## **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 to corporaterelations@astro.org.

## **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 for Industry Hospitality Suite to <a href="mailto:corporaterelations@astro.org">corporaterelations@astro.org</a>.

## **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

## **ACKNOWLEGEMENT**

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

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

Signature Print Name Date

# APPLICATION AND CONTRACT FOR INDUSTRY HOSPITALITY SUITE TERMS

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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 an Industry Hospitality Suite, subject to availability and adherence to all published 2023 Multidisciplinary Thoracic Cancers Symposium Hospitality Suite Contract Terms and the 2023 Multidisciplinary Thoracic Cancers Symposium Exhibitor Rules, Regulations and Policies ("Rules") available online at <a href="https://www.astro.org/thoracic2023">www.astro.org/thoracic2023</a>, as existing on the date hereof and as the same may be amended or changed, hereinafter referred to collectively as "Hospitality Suite Terms and Rules" and incorporated herein by reference. In the event of any change in the Hospitality and Rules, the most up-to-date versions, available online at <a href="https://www.astro.org/thoracic2023">www.astro.org/thoracic2023</a>, 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 Hospitality Suite will be revoked. Any violation(s) will result in the cancellation of the Industry Hospitality Suite as well as forfeiture of Industry Hospitality Suite fee and liability for other fines and damages, and may jeopardize future participation at meetings.

## **APPLICATION, PAYMENT AND CANCELLATION**

The entire Industry Hospitality Suite fee ("Fee") is due from the company ("Company") with submission of the Industry Hospitality Suite Application and Contract ("Contract"). In the event of cancellation by the Company, 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 Hospitality Suite 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 Hospitality Suites terminated due to Company violations of the Hospitality Suite Terms and Rules. All cancellations by Company 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 Hospitality Suite per the terms of the Hospitality Suite Terms and Rules. Regardless of the circumstances of cancellation, Company's sole remedy shall be the appropriate refund, if any, as specified in the Hospitality Suite 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 Company 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 Hospitality Suite Application and Contract and receipt of full payment, a confirmation email will be issued to the Company detailing the Industry Hospitality Suite assignment and the date and time that the Company shall have access to the Industry Hospitality Suite space ("Space").

#### **SCHEDULING**

All Industry Hospitality Suites must be set by 7:00 p.m. on Wednesday, November 29, 2023. Companies are responsible for the removal of their exhibit and materials from their assigned Industry Hospitality Suite by 2:00 p.m. on Saturday, December 2, 2023. Companies may only entertain in their assigned Industry Hospitality Suite during the following specified times:\*

November 29, 2023	November 30, 2023	December 1, 2023	December 2, 2023
After 4:00 p.m	7:00 a.m. – 8:00 a.m.	7:00 a.m. – 8:00 a.m.	7:00 a.m. – 8:00 a.m.
	10:00 a.m. – 10:30 a.m.	9:30 a.m. – 10:00 a.m.	10:30 a.m. – 11:00 a.m.
	12:15 p.m. – 1:30 p.m.	11:45 a.m. – 1:00 p.m.	12:30 p.m. – 2:00 p.m.
	3:00 p.m. – 3:30 p.m.	2:15 p.m. – 2:45 p.m.	
	After 5:30 p.m.	After 5:00 p.m.	

<sup>\*</sup>Approved times are subject to change at any time. Industry Hospitality Suite cannot be open during Industry-Expert Theater or Industry Satellite Symposium sessions.

#### LOGISTICS

ASTRO does not provide logistical support for the Space. The Company shall be solely responsible for the management of the event, such as content, registration, etc., of their Space and for payment of additional costs related to the Space, including but not limited to catering, audio visual equipment, electrical, internet, phone, etc. Once Company's application and full payment has been received, Company will receive contact information for ordering services with the hotel. The Space of the Industry Hospitality Suite as shown on the provided floor plan, exits and other structures are believed to be accurate but are not warranted to be accurate.

# LIMITATION OF LIABILITY

The Company shall be fully responsible for all claims, liabilities, losses, damages or expenses relating to, arising out or in any way connected with the Company's Industry Hospitality Suite; and the Company 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 Company 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 Company's Industry Hospitality Suite, products or services.

## **SECURITY AND INSURANCE**

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

The Company 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 <a href="https://www.astro.org/thoracic2023">www.astro.org/thoracic2023</a>.

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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 Hospitality Suite 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 Hospitality Suite 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 <a href="https://www.astro.org/thoracic2023">www.astro.org/thoracic2023</a>.

## **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 Company collateral is strictly limited to within the Company's booth in the Exhibit Hall and inside the Industry Hospitality Suite during the Company'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 Hospitality Suite, please contact meetings@astro.org for the on-site mailing address and label information.

#### **POLICIES**

Exhibitor agrees to adhere to the 2023 Multidisciplinary Thoracic Cancers Symposium Exhibitor Rules, Regulations and Policies that are available online at <a href="https://www.astro.org/thoracic2023">www.astro.org/thoracic2023</a> and including, but not limited to:

- 1. Company 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 Company's activities.
- 2. Company is solely responsible for providing notice to all attendees regarding any Open Payments reporting prior to entry into their Industry Hospitality Suite.
- 3. The Company's activities must be confined to the Space. The Company may not enter another company's Industry Hospitality Suite without invitation.
- 4. The Company may not affix any materials to the walls of the Space. Any damage to the Industry Hospitality Suite or the facility property through the carelessness, negligence or misconduct of the Company, its employees, agents or invitees must be paid by the Company. Trash produced as a result of giveaways, etc., must be maintained in the Space and removed at the Company's expense.
- 5. All materials furnished by the Company 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 Company 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 Company's Space. Helium balloons, glitter and confetti are prohibited.
- 8. Distribution of alcoholic beverages is strictly prohibited within the Company's Industry Hospitality Suite while the educational sessions are taking place.
- 9. All giveaways must be approved in advance by ASTRO via the Exhibitor Resource Center at www.astro.org/thoracicresourcecenter. Items to be given away must be professional in nature and distributed in the confines of the Company's booth or Industry Hospitality Suite. ASTRO reserves the right to remove any items deemed unacceptable from the Space.
- 10. The Company is responsible for the orderly conduct of the persons in their Space. ASTRO has the right to remove disorderly persons.
- 11. Children under the age of 18 will not be allowed in the Company's Space at any time.
- 12. ASTRO has the right to refuse a Company 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 Company the prorated amount paid for the Space.

## NON-COMPLIANCE

Violation of any terms of the Contract may result in Company being ineligible for a "preferred" booth space or an Industry Hospitality Suite 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 Hospitality Suite Terms or Rules. In the event of any change to the Hospitality Suite Terms or Rules, the most up-to-date versions, available online at <a href="https://www.astro.org/thoracic2023">www.astro.org/thoracic2023</a>, will be controlling.