

# American Society of Clinical Oncology

## Rules and Regulations Applicable to Exhibitors, Commercial Firms, and Other Organizations Participating in ASCO Meetings

### I. INTRODUCTION

This document provides specific information about the Rules and Regulations that govern the conduct of commercial firms and other organizations, including not-for-profit foundations, that present exhibits, support ASCO activities, or otherwise participate in ASCO meetings. These specific requirements reflect the general standards described in the ASCO and The ASCO Foundation *Policy Concerning Activities of Commercial Firms and Other Organizations in Connection with ASCO Meetings*. Other applicable requirements may include the following:

- o Terms and conditions of the ASCO Exhibitor Agreement
- o ASCO Policy for Industry Supported Satellite Symposia
- o ASCO Policy for Foundation Supported Satellite Symposia
- o Requirements specified in the Exhibitor Service Manual
- o ASCO Media Policies
- o ASCO Disciplinary Policy
- o ASCO Use of Name Policy

Compliance with all applicable requirements is required of every organization that participates in ASCO meetings. Organizations that demonstrate exceptional standards of compliance may be eligible for special public recognition from ASCO. Organizations that violate the Rules and Regulations, other ASCO policies and requirements, or the terms and conditions of the Exhibitor Agreement will be subject to disciplinary action that could include loss of priority in selection of exhibit space and/or accommodations, termination of the Exhibitor Agreement, or loss of the opportunity to participate in future ASCO meetings.

### II. SUPPORT FOR ASCO-SPONSORED ACTIVITIES

#### A. Educational Activities

ASCO and The ASCO Foundation invite other firms and organizations, including not-for-profit organizations, to support ASCO's scientific and educational activities. Support may be provided through grants or donations to The ASCO Foundation, consistent with the requirements of applicable ASCO policies, including the *Policy Concerning Activities of Commercial Firms and Other Organizations in Connection with ASCO Meetings*. The ASCO Foundation accepts grants for one, two, or three-year periods (as defined in the grants agreement).

Donors who support ASCO educational activities through The ASCO Foundation will be eligible to participate in the ASCO Sponsored Programs Council, and may receive priority in selection of exhibit space and/or accommodations at the ASCO Annual Meeting [or other meetings].

## **B. ASCO Websites**

In addition to the general requirements detailed in the *Policy Concerning Activities of Commercial Firms and Other Organizations in Connection with ASCO Meetings*, supporters of ASCO websites and/or The ASCO Foundation website's programs are advised of the following:

- All acknowledgements of support will be located at the bottom of the supported page(s).
- Links, where permitted by ASCO and/or The ASCO Foundation, from a supporter's logo will take the user to a third party disclaimer prior to leaving the website. The third party disclaimer shall read, "ASCO makes no warranty concerning the accuracy or reliability of any information contained on other sites to which this site is directly or indirectly linked and disclaims any and all responsibility for and liability relating to all such information. Links to other sites maintained by third parties do not constitute an endorsement by ASCO of any third party products or services or the content of such sites." Supporters may only link to their official website or an oncology-related section of that site. When a user clicks on the link, a new Internet browser window must open to the supporter's site.
- Logo size is not to exceed 2.75" x 1.5" and must be received in one of the following formats: EPS, JPEG, GIF or TIFF.

## **III. ACTIVITIES SUPPORTED BY COMMERCIAL FIRMS AND OTHER ORGANIZATIONS**

### **A. Industry and Foundation Supported Satellite Symposia**

Industry Supported Satellite Symposia (ISSS) are commercially supported, CME-accredited, educational activities produced and distributed in any medium (including live presentation, video, audio, or webcast), that are held in conjunction with an ASCO meeting. Foundation Supported Satellite Symposia (FSSS) are CME-accredited, educational activities supported by a foundation or other non-profit organization and produced and distributed in any medium (including live presentation, video, audio, or webcast), that are held in conjunction with an ASCO meeting. ISSS and FSSS activities require ASCO's prior written approval but do not receive and must not imply ASCO endorsement or sponsorship. All ISSS and FSSS activities must conform to applicable ASCO policies, including the prohibition upon the use of ASCO's name or logo without prior written permission, and the blackout periods established for the meeting. Supporters of ISSS and FSSS activities within ASCO space may not invite representatives of the media to the activity or otherwise promote the activity to the media.

### **B. Investigator Meetings**

Investigator meetings are closed (invitation only) meetings concerning specific new and ongoing clinical trials. In addition to the general standards delineated in the *Policy Concerning Activities of Commercial Firms and Other Organizations in Connection with ASCO Meetings*, Investigator Meetings held within ASCO space must meet the following criteria:

1. By the due date on the request form, ASCO must receive and approve a completed Ancillary Event Request Form.

2. Meeting attendance should not exceed 150 persons. Written permission must be submitted for attendance over 150.
3. ASCO must receive verification that no meeting participant will present a paper scheduled for presentation during the ASCO meeting and under embargo at the time of the Investigator Meeting.
4. The entryway to any investigator meeting must include signage that clearly indicates that the meeting is a closed investigator meeting.
5. There must be an agenda for the meeting. (The agenda must involve clinical trial matters, such as protocols, informed consent procedures, IRB reviews, data, applicable regulations, or case report form review.) The agenda must be made available to ASCO upon request.
6. A list of all reimbursement, honoraria, and speaking fees to be provided to attendees, faculty, presenters, etc. must be made available to ASCO upon request. Note that attendees may receive reasonable reimbursement for their time and expenses, but may not receive honoraria. Speakers may receive only modest (*i.e.*, less than or equal to \$1000) honoraria.

Organizations that hold Investigator Meetings outside ASCO space but during an ASCO meeting blackout time, or whose meetings violate ASCO standards, policies, and requirements applicable to meetings held within ASCO space, may (if also Exhibitors) be subject to a loss of priority in selection of exhibit space and/or accommodations at future meetings.

### **C. Internal Corporate Meetings**

Internal corporate meetings are any meetings of a corporate board, committee, or subcommittee, including corporate or scientific advisory boards. In addition to the general standards delineated in the *Policy Concerning Activities of Commercial Firms and Other Organizations in Connection with ASCO Meetings*, corporate meetings held within ASCO space must meet the following criteria:

- The meeting must be closed
- ASCO Leadership *may not participate in or attend* the meeting

ASCO must receive and approve, by the due date indicated on the request form, a completed Ancillary Event Request Form. The following must be made available to ASCO upon request:

- A list of invitees
- A meeting agenda
- A list of all honoraria and reimbursements to be provided to meeting invitees and participants.

## D. Social Functions

Social functions are any gatherings that are non-educational in nature and for which there is no formal program. In addition to the general standards delineated in the *Policy Concerning Activities of Commercial Firms and Other Organizations in Connection with ASCO Meetings*, social functions held within space held by ASCO must meet the following criteria:

- ASCO must receive and approve a completed Ancillary Event Request Form by the due date on the request form (space held by ASCO will be allocated to approved requestors on a first come, first served basis).
- The application must indicate the nature of the event, the number of invitees, any entertainment or display materials provided, and any meals and/or food and beverages provided.
- No signage, advertising, or other description of the event may use the ASCO name or logo, or otherwise suggest or imply that ASCO has endorsed or sponsored the event.

Organizations holding social events outside ASCO space must comply with meeting blackout periods or (if also Exhibitors) be subject to a loss of priority in selection of exhibit space and/or accommodations at future meetings. Organizations are strongly encouraged to apply ASCO standards to all social events.

## IV. EXHIBITS AND THE EXHIBITION HALL

### A. Compliance with Law, Regulations, and Exhibitor Agreement

1. General Requirements, Amendments. These Rules and Regulations are to be construed as a part of the Exhibitor Agreement. All interpretations, as well as answers to questions and matters not specifically covered by these rules and regulations, will be decided by ASCO. ASCO reserves the right to make any reasonable changes to these Rules and Regulations or to the Exhibitor Agreement as necessary to ensure the health and safety of those in attendance and the orderly and appropriate operation of the Exhibit Hall. Exhibitors will be advised of any such changes by bulletin and such changes will be equally binding on all parties affected and will take effect upon delivery of notice by ASCO. Written notification of any such amendment to these rules and regulations or to the Exhibitor Agreement will be forwarded to the exhibiting companies.
2. Safety and Access Laws. Exhibitors must comply with all applicable laws and regulations, including rules of the meeting facility. Exhibitors should follow government guidelines under the Americans with Disabilities Act of 1990 when providing for access to exhibit space. The Exhibitor must strictly observe all applicable fire and safety laws and regulations. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriter's Laboratories rules. Exhibits must not block aisles or fire exits. No combustible decoration, such as crepe paper, cardboard or corrugated paper shall be used at any time. All packing containers, wrapping material, etc. are to be removed from the exhibit floor and may not be stored under tables or behind the exhibits. Flammable fluids and material must be kept in safety containers. Open flames, butane gas, and oxygen tanks are not permitted.
3. Liability for Damage to Property. Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other

Exhibitors' property.

4. Review and/or Expulsion of Exhibitor. ASCO may review the exhibit floor activities of exhibitors at any time. ASCO may deny Exhibitor access to, or expel Exhibitor from, the event without refund of any fees if, as determined solely by ASCO, such Exhibitor has not complied in all material respects with these Rules and Regulations, other applicable ASCO policies, and the provisions of the Exhibitor Agreement.
5. Attorneys' Fees, Governing Law, Jurisdiction. The Agreement between Exhibitor and ASCO, of which these Exhibitor Rules and Regulations are a part, shall be governed by the laws of the State of Virginia, without regard to choice of law provisions. Exhibitor and ASCO consent to the exclusive subject matter and personal jurisdiction of the federal and state courts in Alexandria, Virginia, over any dispute arising under the Exhibitor Agreement or ASCO's enforcement of ASCO policies and standards. In the event that ASCO litigates to enforce its rights, it shall be entitled to reasonable attorneys' fees incurred in connection with a judgment obtained by it.

## **B. Eligible Exhibitors**

Only companies identified in a signed Exhibitor Agreement that has been approved by ASCO may exhibit at ASCO meetings. ASCO retains the sole and exclusive right to determine which companies and organizations may exhibit at ASCO Meetings. Only the sign of the company whose name appears on the front of the Exhibitor Agreement may be placed in the booth or appear on any printed list of Exhibitors.

## **C. Eligible Exhibits**

1. ASCO Review of Exhibits. Eligible exhibitors may exhibit commercially available oncological products and services whose safety and efficacy have been determined as required by applicable law, provided that the specific products or services have been approved for exhibition by ASCO. Products eligible for exhibition are oncological and related products, equipment, and services that, upon review by ASCO and at the sole determination of ASCO reviewers, are either (i) approved by FDA for the labeled indication; or (ii) are promoted for a use that is generally accepted among oncologists or other medical professionals, and for which FDA approval is not required.
2. Restriction upon Exhibition of Dietary Supplements. Dietary supplements that (i) make any claim to diagnose, mitigate, treat, cure, or prevent any disease, specific class of disease, disease symptom, or abnormal medical condition; or (ii) claim an effect similar to that of an approved drug, biological product, or medical device, *will not be approved by ASCO and may not be exhibited.*
3. Compliance with Applicable Law and Regulations. All exhibits and exhibited items must comply with all local, state and FDA regulations (FDA regulations govern the labeling of displayed products, prohibit sponsoring hands-on or educational events for non-approved products, and affect how booth descriptions may be listed in convention programs.)

## **D. Restriction of Exhibit Materials to Exhibit Space**

Exhibit materials and advertising may not be displayed or distributed beyond the perimeters of the exhibitor's assigned booth. (Exhibitors who have entered a written agreement with ASCO providing for the official distribution of ASCO materials containing the exhibitor's logo may only distribute such materials according to the terms of the agreement.)

## **E. Exhibit and Booth Regulations**

1. Exhibit Content and Activities Generally. All booth activities and content must be professional and educational in nature and related to the field of oncology. The exhibit hall atmosphere must at all times be congruent with the educational mission of ASCO. All exhibitors must complete and submit to ASCO the "Request for Approval of Booth Activities" form.
2. Admission to the Exhibit Hall. Admission to the exhibit area other than during general exhibit hours is limited to the owners, representatives, employees, and immediate families of exhibiting firms. Children under the age of 18 are not permitted in the exhibit area. Set-up time for booths is restricted to the published hours.
3. Location of Assigned Exhibit Space. ASCO shall assign exhibit space and reserves the right to change the location of said exhibit space at any time and for any reason. Exhibitors who change the size of their exhibit space are not guaranteed the originally assigned location and are subject to relocation by ASCO.
4. Exhibit Size and Exhibit Booth Construction. Exhibits must conform to the space specified in the Exhibitor Agreement and to all display rules as set forth in the Exhibitor Service Manual. Exhibiting companies' booth spaces are limited to a maximum size of 7,000 square feet. In addition, exhibit spaces may not be wider than they are deep between the front of the Exhibit Hall and an area predetermined by ASCO. This area will be determined before exhibit space sales begin. No installation of booths or display materials is allowed during published "open" hours for the Exhibition.

ASCO will provide the standard draped booth, consisting of an 8' high backdrop, 36" draped side rails and, if requested, a two-line name sign (an order form will be supplied in your Exhibitor Service Manual). Multi-level booths are not permitted. Electrical cords, the rear sides of audio-visual equipment, and other aspects of the exhibit not intended for public view must be concealed or displayed so as not to distract from neighboring exhibits. Exhibitors may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment.

An "island booth" is defined as 400 square feet (20'x20') or larger exhibit space surrounded with aisles on all sides. Exhibitors who wish to construct an island booth that is 1,000 square feet or larger must submit a detailed drawing of the booth to ASCO for approval at least 180 days prior to the Annual Meeting.

Island booths should be constructed to allow an open sightline enabling an attendee to view the surrounding exhibit area through the island booth. The

maximum height of an island booth is twenty (20) feet. The top of the booth's sign must not extend more than twenty (20) feet from the exhibit hall floor and cannot block the visibility of ASCO signs or other exhibitor's booths. Hanging signs must be hung directly over the island booth and not in the aisles. Hanging signs are not permitted over inline booths. Installation of hanging signs must take place according to the schedule provided in the Exhibitor Service Manual.

All island booths may utilize special lighting. Lighting must be directly over or in the exhibitor's booth and cannot affect other exhibitors or aisles. The Exhibit Hall lighting may be dimmed or turned off to accommodate exhibitors' lighting requirements at ASCO's discretion. ASCO will not dim lighting that affects aisles or another exhibitor's space.

Water features such as waterfalls and mist walls are prohibited.

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit or the overhead rigging weight limit of the exhibit hall. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conforming with maximum floor load specifications.

For ASCO meetings with tabletop exhibits, materials are restricted to the 2' x 6' area of the tabletop.

5. Rigging Requirements. All rigging and sign hanging must be installed on the Monday prior to the start of the Annual Meeting no later than 5:00 p.m. All sign crates and other materials must be removed from the Exhibit Hall at this time to avoid delays in distributing booth materials within the scheduled time frame. All crates and empties pertaining to the rigging will be returned prior to any other booth crates at the time of move out. These crates must be placed within the confines of the exhibitor's space. Exhibitors must adhere to this policy to ensure the overall success of the Annual Meeting. Exhibitors who wish to hang a sign must submit a detailed drawing of the sign to ASCO for approval at least 180 days prior to the Annual Meeting.
6. Pavilions. Exhibitors whose products or services meet the requirements of the pavilion (as determined by ASCO), as well as ASCO's guidelines for eligible exhibits, may be eligible to exhibit within an ASCO designated pavilion.
7. Prohibition Upon Educational Activities in Exhibits. ASCO restricts the presentation of educational content during the Annual Meeting to appropriate venues. Exhibitors may deliver product information on a one-to-one basis in the Exhibit Hall, but may not incorporate educational presentations into Exhibit Hall presentations or activities. For example, exhibits may not contain or involve the following:
  - Live, videotaped, or audiotaped delivery of didactic presentations by experts in oncology
  - Delivery of informational content in a session-type format
  - Activities offering CME credits

- Theater-style presentations.
8. Prohibition Upon Fundraising. Unless a special exception has been granted by ASCO in writing, exhibitors may not engage, directly or indirectly, in any fundraising (including solicitation of corporate investors) in the Exhibit Hall.
  9. Operation of the Exhibit Booth. During exhibit hours, booth activities must not disrupt visitor traffic.

All booth activities and queuing must be contained in the individual Exhibitor's booth. Excessive audio/visual devices or effects and offensive displays or odors are prohibited. Sound effects, including the use of a microphone, are discouraged due to their potential to interfere with other exhibits and distract from the professional atmosphere of the Exhibit Hall. Interactive video games must be educational in nature.

Exhibits must remain fully intact and staffed at all times. Dismantling of exhibits and removal of display materials are limited to published hours only. Personnel not commercially connected with the industry may not be employed to assist in the Exhibitor's booth without the written permission of ASCO. Any costume, if not standard business attire, must conform to the proper decorum of the meeting and may be subject to ASCO approval.

The following activities are prohibited in the Exhibit Hall:

- The playing or performing of copyrighted recorded or live music during the published Event Hours.
  - Distribution of coupons or vouchers for meals, entertainment, or personal services to meeting attendees.
  - The distribution of alcoholic beverages in exhibit booths.
  - The demonstration, promotion, or sale of the products of any non-exhibiting companies.
  - Affixing the ASCO or The ASCO Foundation's name or logo to, incorporating them in, or otherwise making them a part of any Exhibitor-distributed materials without prior written approval from ASCO.
  - Unauthorized reproduction or distribution of ASCO abstracts.
  - Contests, lotteries, raffles and games of chance.
10. Photography, Video, and Audiotaping. Exhibitors must have prior ASCO approval for any photographing, videotaping or audio taping activity in connection with an exhibit, except for limited activities occurring within the individual exhibitor's booth space. *Photographing, videotaping, or audiotaping of meeting attendees who are identified by name or affiliation is permitted only upon written approval of ASCO and with the signed consent of the subject(s).* During exhibit hours such activities must not disrupt visitor traffic. Photographing, audiotaping, and video taping occurring other than in an exhibitor's booth are governed by ASCO Media Policies, which permit videotaping, audiotaping, and photography



on the premises only at ASCO News Briefings or when accompanied by an ASCO News Room representative. Videotaping, photography, and/or audio recording of Scientific or Educational sessions are not permitted.

11. Market Research Activities. Market research companies must complete and submit to ASCO the "Market Research Submission" form. If approved by ASCO, they may conduct the approved survey, questionnaire, or other market research activities in the Exhibit Hall. The request must include the name of the firm for which the company is conducting research and the subject and reason for the research. The requesting firm must certify to ASCO that the research will be conducted in accordance with all applicable legal requirements. The requesting firm must also indicate whether any remuneration, including coupons or token give-aways, will be provided to participants, and whether any identifiable information (e.g., names, addresses, email addresses) will be collected from participants. ASCO reserves the right to decline permission for any market research activity at the meeting.

## **F. Give-Aways**

1. Advance Approval Required. All premiums and giveaways must be approved by ASCO in advance. All exhibitors must complete and submit to ASCO the "Request for Approval of Premium, Novelty and Food Giveaways" form. Any exhibitors found distributing materials that have not been approved will be required to cease distribution immediately. ASCO will not accept on-site requests for give-away approvals.
2. Eligible Premiums and Give-Aways. Gifts to physicians should not be of substantial value and must be available to all attendees upon request. Cash or cash equivalents may not be offered to attendees. Publishing companies are permitted to sell oncology-related books and journals during show hours. Otherwise, no selling is permitted in the booth. All other companies/organizations are limited to taking orders. Publishers selling items in their booth are required to collect and remit city and state sales taxes. Contests, lotteries, raffles and games of chance are prohibited. Tote bag giveaways should be professional in appearance, i.e. dark colors, and no larger than 12" x 16" x 5". Distribution of promotional items in event facilities outside of the exhibit booth or at event hotels is prohibited for the duration of ASCO meetings, except pursuant to a written agreement with ASCO.
3. Porter Service Required. Exhibitors who will be distributing give-aways must order porter service. The order form for porter service will be provided in the Exhibitor Service Manual. Porter service includes monitoring of the exhibit booth, emptying wastebaskets, and collecting empty boxes throughout exhibit hall open hours. Standard wastebasket emptying does not include removal of empty boxes.
4. Storage of Materials and Boxes. Accessible storage for exhibitor materials will be available from the official decorator for a fee. Accessible storage items will be delivered to the exhibitor's booth by the official decorator upon request beginning at 8:00 a.m. the day before the Exhibit Hall opens. Boxes may not be stored in an exhibitor's booth in a visible manner. Empty boxes may not be placed in the exhibit hall aisles, behind or adjacent to columns, or in trash cans in the exhibit hall for removal during show hours. If an exhibitor does not properly handle empty boxes, ASCO will remove the boxes at the exhibitor's expense. The

storage of materials also must comply with local Fire Department and Underwriters' Laboratories rules.

## **G. Prohibition Upon Subletting Space and Permitting Unauthorized Access/Exhibits**

1. No Assignment of Space or Exhibition of Unapproved Goods or Services. Exhibitors may not assign, sublet, or apportion any part of the space allotted to them and may not advertise or display goods or services other than those manufactured or sold by them in the normal course of business and approved by ASCO for exhibition during the meeting.
2. Unauthorized Access and Misuse of Badges. False certification of individuals as Exhibitor's representatives, misuse of Exhibitor badges, or any other method of assisting unauthorized persons to gain access to the exhibit floor will be just cause for expelling the Exhibitor from the Exhibit Hall or removing his/her exhibit from the exhibit floor without obligation on the part of ASCO for refund of any fees.
3. Activities on Behalf of Non-Exhibiting Firms. The demonstration of products, advertising, and/or solicitation of business of any kind on behalf of non-exhibiting firms in any part of the meeting facility (including guest rooms, suites and function space) is strictly prohibited.

## **H. Use of Contractors for Provision of Exhibit Services**

Exhibitors shall employ only union labor (as made available by the official contractors) for the installation or dismantling of an exhibit and in its operation when required by local union agreements binding on ASCO and/or the meeting facility(s). An Exhibitor using an outside contractor for the above work should employ only union display companies and must notify ASCO no later than 30 days prior to the Exhibition, identifying the contractor(s), listing the supervisory personnel, and supplying evidence of adequate liability insurance coverage. Further details and regulations are included in the Exhibitor Service Manual.

## **I. Emergencies, Strikes, Embargos, Other Occurrences Beyond ASCO's Control**

1. ASCO Right of Termination. ASCO will not be responsible for any delays, damage, loss, increased costs, or other unfavorable conditions caused by circumstances beyond its control. In the event that the premises in which the Exhibition is conducted have or shall become, at the sole determination of ASCO, unfit for occupancy, or are substantially interfered with by any cause or causes not reasonably within the control of ASCO, the Exhibitor Agreement may be terminated by ASCO.

2. Pro-Rated Refund. Should ASCO terminate the Exhibitor Agreement due to the occurrence of circumstances not reasonably within the control of ASCO or because ASCO has determined that the premises are or may become unfit for occupancy, the Exhibitor waives any and all claims for damages and agrees that ASCO may, after computing the total amount refundable to all exhibitors (*i.e.*, the excess of the total of Exhibitors' deposits held by ASCO over ASCO's costs and expenses in connection with its preparation for and conducting of the Exhibition, including a reasonable reserve for claims and other contingencies), refund to the Exhibitor, as complete settlement and discharge of all said Exhibitor's claims and demands, the Exhibitor's pro-rated amount of the total amount refundable to all exhibitors, based upon the amount of Exhibitor's deposit relative to the total deposits paid by all Exhibitors.

## **J. Liability, Insurance and Indemnification**

1. Indemnification. The Exhibitor agrees to indemnify and hold harmless the American Society of Clinical Oncology, J. Spargo & Associates, the meeting facility, and the employees and agents of each ("ASCO Indemnitees"), against all claims and liabilities arising in connection with Exhibitor's exhibit and use of Exhibit Space, except for any claims or liabilities caused solely by the negligence or wrongful acts the ASCO Indemnitees, or excluded below.
2. Exclusions from Liability. The Exhibitor shall not be liable to the ASCO Indemnitees for any loss or damage resulting from the perils of fire, lightning, windstorm, cyclone, tornado, hail, riot attending a strike, terrorism, disease outbreak, civil commotion, smoke, motor vehicle damage, or aircraft damage, nor may the Exhibitor hold the ASCO Indemnitees liable for losses associated with such incidents. The Exhibitor must carry its own insurance in amounts adequate to cover such conditions and other acts of God.
3. Insurance. Exhibitors are responsible for obtaining insurance in such an amount as deemed necessary to comply with the obligations contained herein, and for Exhibitors' own protection during the course of the meeting, including transit. Exhibitors shall, at their sole cost and expense, procure and maintain through the term of the Exhibitor Agreement, the following insurance: Comprehensive General Liability insurance with limits not less than \$1,000,000 including Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all laws covering the exhibitor's employees. Such insurance must be in amounts adequate to cover indemnification for losses as set for above. Proof of adequate insurance shall be provided to ASCO or its agent or representative upon request.

## **K. Security**

ASCO will provide overall security guard service for the duration of the meeting, but neither ASCO nor J. Spargo & Associates will indemnify Exhibitors against loss and/or be responsible for loss of any Exhibitor's material by any cause. Each Exhibitor must make provisions for safeguarding its own goods, materials, equipment and display at all times. Exhibitors are urged to obtain, at their own cost and expense, insurance for all goods, materials and equipment displayed in connection with an exhibit.

## **L. Bulletins**

ASCO will send an Exhibitor Service Manual and supplemental bulletins as needed to all Exhibitors. These materials will include order forms for services that may be needed and information on shipping, set-up, move-in and move-out procedures, notification of any special developments, etc.

## **M. Use of ASCO's Designated Housing Agent**

Exhibitors and their guests must utilize ASCO's Designated Housing Agent to procure housing for ASCO meetings and shall abide by the rules of the Designated Housing Agent. Those Exhibitors not adhering to this policy are subject to expulsion from the meeting without recourse and are not entitled to any refund of fees.

## **N. Cancellation by Exhibitor**

In the event of cancellation by an Exhibitor, ASCO shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the schedule stated on the "Application for Exhibit Space".

ASCO must receive written notification of the cancellation by registered or certified mail. The date that the cancellation notice is received by ASCO will determine the assessment charges. In the event of either a full or partial cancellation of space by an Exhibitor, ASCO reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling Exhibitor of the obligation to pay the cancellation assessment. Payment of assessment charges must be received by ASCO within 30 days of cancellation or the Exhibitor may face loss of priority in selection of exhibit space and/or accommodations at the upcoming or future ASCO meetings, termination of the Exhibitor Agreement, or loss of the opportunity to participate in future ASCO meetings.