

## Exhibit Terms and Conditions

### Exhibit Space

**Character of exhibit/contract acceptance:** The character of all exhibits is subject to the approval of AABB. AABB reserves the right to refuse contracts and to curtail exhibits or parts thereof that do not appropriately reflect the character of the meeting or for any other reason that is determined by AABB at its sole discretion. This reservation applies to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs and any other items, without limitations, that affect the character of the exhibit or meeting. Exhibits are restricted to products and services related to the professional nature of the association.

**Space Assignment:** AABB assigns space based primarily on the priority point system and then on a first come, first served basis.

**NOTE: A company that has not settled all previous accounts with AABB will not be assigned booth space.**

### Demerits

Demerits are applied as follows: loss of 4 points for major rule infraction (badge violation, outside booth solicitation, subletting of space, violation of the Rules and Regulations, and violation of FDA regulations); loss of 2 points for minor rule infraction (set-up violation, booth occupancy, smoking in hall, excessive sound levels, and odor annoyances).

### Warnings

The first infraction will result in a verbal warning, and the exhibitor will be asked to sign documentation acknowledging the warning. If refused, the chair of the Exhibitor Advisory Committee will record that the warning was issued. A second infraction will result in a loss of points. A third infraction will result in immediate suspension from the show and an automatic 1-year suspension from exhibiting. If an exhibitor reaches 0 points, a 1-year suspension from exhibiting will be imposed.

### Relocation

AABB retains the exclusive right to revise the Exhibit floor plan(s) and/or relocate any assigned Exhibitors as determined solely by AABB. Should AABB have to relocate an exhibitor for any reason, AABB Exposition Management (SPARGO, Inc.) will contact the exhibitor by phone to discuss alternatives.

### Non-Profit Booth Assignment\*:

Non-profit companies may purchase table top exhibit space for a reduced rate of \$2,000. In order to obtain the \$2,000 rate, proof of non-profit status 501(c) form or similar IRS document must accompany the exhibit application/contract.

### Space Cancellation

Cancellations must be submitted to AABB Exposition Management in writing and sent via email to [aabbexhibits@spargoinc.com](mailto:aabbexhibits@spargoinc.com). Refunds for cancellation of space are granted as follows:

- Through **February 8, 2017** – 50% refund of monies paid.
- After **February 8, 2017** – No refund of booth payments and no exceptions made.

**Carpeting:** The exhibit space being utilized for exhibits is carpeted with a multi-color carpet. Exhibitors should not ship carpet to the

Symposium.

**Exhibitor Appointed Contractors (EAC):** EACs, their employees and hired labor cannot gain entrance into the exhibit area unless they are properly registered with AABB Exposition Management in advance. An exhibitor may employ the services of an EAC to install and dismantle its table top display, providing the exhibitor and the EAC comply with the following requirements. The Notification of Intent to Use an EAC Form will be included in the online Exhibitor Resource Center.

### Exhibiting Company's Responsibilities

The exhibitor must submit the Notification of Intent to Use an EAC Form as well as the EAC's Certificate of Liability Insurance through the online Exhibitor Resource Center no later than **Friday, May 5, 2017**.

The exhibitor is responsible for all actions of and liabilities incurred by the EAC.

### EAC's Responsibilities

The EAC must have all business licenses and permits required by the city, state and hotel management before beginning work and if requested by AABB, must provide evidence of compliance.

1. The EAC is required to carry a minimum of \$1,000,000 combined single limit per occurrence of Commercial General Liability Insurance as well as Workman's Compensation in full compliance with all laws covering the contractor's employees and shall provide AABB Exposition Management, with an original certificate of insurance showing:
  - A. Coverage, to include move-in and move-out dates
  - B. Insurance amounts
  - C. Exhibiting company's name
  - D. EAC company name
  - E. Certificate holder listing must read  
American Association of Blood Banks (AABB)  
8101 Glenbrook Road  
Bethesda, MD 20814
  - F. List of Additional Insured to include:
    - American Association of Blood Banks, Bethesda, MD
    - Manchester Grand Hyatt San Diego
    - Freeman Company, Dallas, TX
    - SPARGO, Inc., Fairfax, VA
2. The EAC must follow the scheduled work times or pay any additional cost incurred because of extended work hours. Exhibitor will be responsible for any additional cost incurred by the EAC.
3. The EAC must furnish AABB Exposition Management with proper identification and see that all employees and agents wear the official AABB daily wristbands at all times.
4. The EAC may not solicit business on the show floor.
5. The EAC may not have signs, service desks, storage areas or work facilities, etc. on the exhibit floor.
6. The EAC must comply with all labor agreements and practices and must not commit or allow to be committed by persons in the EAC's employment any acts that could lead to work stoppages, strikes or labor problems.
7. The exposition floor, aisles, loading docks, service and storage areas are under the strict control of AABB Exposition Management. The EAC must coordinate all their activities through exposition management. Or Freeman

## Exhibit Terms and Conditions

Company, the official general service contractor.

### Other Considerations:

**Under-Age Individuals:** For safety reasons, individuals under 16 years old are NOT permitted in the Exhibit Area. If you are asked to leave the Exhibit Area and refuse to do so, a loss of 1 priority point may occur.

**Group Purchasing:** Signs, brochures, fliers or other material indicating group purchasing affiliations are inappropriate and cannot be displayed. This type of material will be confiscated and both the company in violation and the group-purchasing agent may incur a loss of 1 priority points and will be escorted from the premise.

**Non-Contracted Activities:** Individuals or organizations that have not contracted with AABB for the occupancy of space in the Exhibit Area will not be permitted to display or demonstrate any goods, services or solicit in any manner either in the Manchester Grand Hyatt San Diego or in any hotels contracted by AABB to house registrants, attendees, suppliers or exhibitors. Non-compliance will result in the prompt removal of the offending person(s) and property from the area. This action may incur a loss of four priority points or denial of participation in future AABB Meetings.

### Indemnification and Liability

In the event of cancellation of the meeting due to fire, strikes, governmental regulations or other causes that would prevent its scheduled opening or continuance, then and thereupon this agreement shall be terminated. AABB shall determine an equitable basis for the refund of such portion of the exhibit fees as is possible, after consideration of expenditures and commitments already made.

The performance of this Agreement is subject to termination without liability upon the occurrence or imminent occurrence of any circumstance beyond the reasonable control of either party either before or during the Event, including, but not limited to acts of God, war, terrorism, government regulations, disaster, pandemic illness, strikes, civil disorder, curtailment of transportation, fire, earthquakes or any other comparable conditions either in the location of the Event, or in the countries./ states of origin of at least 50% of the attendees or along their routes of travel, making it impractical, illegal or impossible to perform under this Agreement, without liability, upon written notice of the other party.

To the fullest extent permitted by law, Exhibitor ("Indemnifying Party") hereby releases and shall, indemnify, defend and hold harmless AABB, SPARGO, Inc., Freeman Company, Manchester Grand Hyatt San Diego and all officially designated service contractors and their officers, agents, employees, successors and assigns and authorized representatives of all of the foregoing (the "Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature including those arising out of injury or death, whether arising before or after completion of this Agreement, to the extent directly or indirectly caused or claimed to be caused, occasioned, or contributed to by reason of any act, omission, fault or negligence, whether active or passive or Exhibitor, or of anyone acting under Exhibitor's direction or control or on its behalf in connection with or incidental to the performance of this Agreement.

Exhibitor agrees to protect and keep AABB, its employees, agents, or representatives forever harmless from any damage or charges imposed for any violation of any law or ordinance whether occasioned by the negligence of the exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the agreement between the Manchester Grand Hyatt San Diego, CA and AABB regarding exhibit premises. Exhibitor hereby agrees to release and discharge AABB and all of its employees, agents and representatives from any and all claims, losses and damages to persons or property arising to or in connection with Exhibitor's installation, removal or maintenance of its property, exhibits, equipment, personal belongings or its occupancy or use of the exhibition premises or any part thereof, except for such loss or damage which is directly caused by the sole negligence of AABB or its employees, agents or representatives.

Exhibitor shall be fully responsible to pay for any and all damages to property owned by Hyatt (Manchester Grand Hyatt San Diego), its owners or managers which result from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, Hyatt (Manchester Grand Hyatt San Diego), its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from or out of, or by reason of any accident or bodily injury or other occurrences to any person or persons including the exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof.

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 occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name AABB, SPARGO, Inc., Manchester Grand Hyatt San Diego and Freeman Company as an additional insured. During the term hereof, the exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to AABB or its agent or representative as soon as practical but in no event more than three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement. Exhibitor acknowledges that AABB, SPARGO, Inc., Manchester Grand Hyatt San Diego and the Freeman Company does not assume any responsibility for loss or damage to Exhibitor's property, exhibits, equipment or personal belongings.

### Dispute Resolution

To the extent that there are disputes with respect to performance under this Contract, such disputes shall not be cause for either party to stop work under the Contract, but shall be resolved to the extent possible through good faith consultation in the ordinary course of business. In the event that any problem or dispute is not so resolved, either Party may upon written notice to the other, request that the matter be referred to senior management officers within each

## Exhibit Terms and Conditions

respective organization who are not immediately responsible for the matters contemplated by this Contract with express authority to resolve the problem or issue. Such representatives shall meet or confer at least once in good faith to negotiate a resolution.

If the representatives are unable to resolve the problem or dispute within thirty (30) days, either Party may request that the matter be submitted to mediation, or to such other form of dispute resolution as the Parties may then agree to. The mediation then shall be conducted by a neutral person acceptable to both Parties, and unless other procedures are agreed to, it will be conducted in accordance with the Center for Public Resources Model Procedure for Mediation of Business Disputes.

### Governing Law

This Agreement shall be governed by the laws of the State of Maryland.

### Ancillary Meetings and Corporate Education Events

Exhibiting companies that are hosting an ancillary meeting or any corporate education events agree to abide by the policies and guidelines for those events by signing the exhibit space application/contract, the policies and guidelines are included in the Corporate Education application and the Request for Ancillary Meeting Form.

### Exhibitor Service Manual

Complete instructions, schedules, and prices regarding shipping, drayage, labor, electrical use, furniture, carpets, AV equipment, etc., will be included in the Exhibitor Service Manual. Exhibiting companies will receive a link to the Exhibitor Service Manual from AABB Exposition Management, in April 2017.

### Industry, Federal, State and Local Regulations

Exhibitors are responsible for compliance with meeting applicable legal requirements. Each exhibiting organization is responsible for understanding and following the specific requirements of any code to which they have signed on as well as any local, state, and federal laws pertaining to pharmaceutical and medical device manufacturer conduct.

- [AdvaMed Code of Ethics on Interactions with Health Care Professionals](#)
- [American Medical Association \(AMA\) Ethical Opinion on Gifts to Physicians](#)
- [PhRMA Code on Interactions with Healthcare Professionals](#)
- [Physician Payments Sunshine Act](#)
- [U.S. Food and Drug Administration \(FDA\)](#)

### FDA Market Clearance

No product, apparatus, instrument, device, or drug that is the subject of litigation pending before the US Food & Drug Administration (FDA) may be exhibited. All exhibitors for which FDA market clearance applies shall have documentation from the FDA on all products being displayed available at the booth. The documentation should state the model and regulatory class of those products that have been determined to be medical devices, as defined by the Federal Food, Drug, and Cosmetic Act, Section 201(h). All devices that have not obtained FDA market clearance and are intended for use on humans or that are not commercially available in the US will be permitted for

exhibit only when accompanied by the appropriate signs that indicate their status. The following are signs that should be displayed: (1) "This device is not for distribution in the United States"; (2) "Device is limited by federal law for investigational use"; (3) "Cleared for marketing when intended for only"; (4) "Pending FDA market clearance." The signs must be easily visible and placed on or near the device itself and on any graphics depicting the device. All products to be exhibited at 2016 AABB Annual Meeting must be identified on the application/contract and must include FDA market clearance status. Applications received without insurance information, an authorized signature, FDA information, and/or the required deposit will not be accepted or processed until the conditions of acceptance are met. AABB reserves the right to reject any application.

**Note:** Prior to receiving the FDA market clearance of a 510(k) for a device, a manufacturer is limited in what promotional activities may be undertaken with regard to the device. Prior to the clearance of a 510(k), a manufacturer may advertise or display the device, but the device may not be sold, given away, held, or offered for sale, nor may orders be solicited, even upon the qualification that orders cannot be filled until the FDA acts on the 510(k), unless the device is limited to research or investigational use. The failure to file a 510(k) is a misbranding violation [21 USC 352(o)]. Please contact the FDA Office of Compliance regarding your responsibilities under the [Federal Food, Drug, and Cosmetic Act](#) at 301.594.4692.

### Notice of Disability Act

In compliance with the Americans with Disabilities Act of 1990, AABB will make all reasonable efforts to accommodate people with disabilities. Please contact AABB Exposition Management at 703.631.6200 or [aabbexhibits@spargoinc.com](mailto:aabbexhibits@spargoinc.com) with your request.

### Giveaways, Contests, Raffles and Drawings

Exhibiting organization that interact with physicians and other healthcare professionals during the AABB Annual Meeting are asked to review the codes of ethics developed by [PhRMA](#), [AdvaMed](#) and the [American Medical Association](#), as well as the Centers for Medicare & Medicaid Services (CMS) [Physician Payments Sunshine Act](#). Ethical practices and industry conduct can differ among companies. It is the responsibility of each company to decide what types of activities are appropriate as they relate to sales and promotional events.

### Standard Exhibit Equipment

All exhibits are table top displays. Each exhibitor will receive a 6'L x 42"H draped table, 2 chairs, carpet, general security and a Company Identification Sign.

**The exhibits will be held in a carpeted ballroom.**

### Exhibits

All displays are restricted to the table top. Banner stands and monitor stands are permitted on the floor directly behind the exhibit table. No literature stands or pop-up booths may be displayed in front of, behind or next to the exhibit table unless a waiver has been extended by exposition management. No exhibits that violate local, state, or federal laws or regulations, including safety codes, will be permitted. Storage of combustible materials is prohibited and arrangements must be made for the removal of such items at the exhibitor's expense.

## Exhibit Terms and Conditions

### Entering Another Exhibitor's Space

Exhibiting company personnel should not enter another company's space without invitation, nor should personnel block access to another exhibit.

### Signs

Company identification signage will be provided. **Hanging signs are not permitted.**

### Floor Load

Must not exceed the rate as set forth by the Manchester Grand Hyatt San Diego.

### Miscellaneous

All packing containers, excelsior, and wrapping paper must be removed from the floor and may not be stored under any tables or behind displays. All decorations must be flame retardant to the satisfaction of the local fire department.

Fire-extinguishing equipment shall not be obstructed by exhibits and must be readily available at all times. Fire exits must be kept clear at all times. Approval must be obtained from the local fire department for the use, operation, or presence of any electrical, mechanical, or chemical device that, in the opinion of the local fire department or the official service contractor, might be hazardous to the public space.

### Exhibitor Badges

#### Badges

Appropriate badges are required to enter the exhibit area for installation and dismantle. Confirmed exhibitors may pick up their badges at exhibitor registration. Installation and dismantling companies must obtain "Installation/Dismantle Only" badges for all of their personnel at exhibitor registration.

All exhibiting companies should register their personnel in advance. Two complimentary Full Symposium registrations, which include access to the general session, exhibit hall, posters, industry workshops, Networking and Poster Reception and meals/coffee breaks are provided for each exhibit space. Requests for badges beyond the allocated limit will be an additional fee each. Payment must accompany the request. Exhibitors may pick up their badges onsite at exhibitor registration located in the hotel using a valid photo ID. Group collection of badges is not permitted.

#### Appropriate Badging

Exhibitor badges will reflect the name of the company shown on the Application and Contract for Exhibit Space. Each company representative must wear his or her own badge for admission to and while in the Exhibit Area. Badges are not transferable among company employees, representatives, dealers, guests, and/or others. Supplementing the official badge with business cards, ribbons, or company logos is not permitted.

### Security

AABB will provide **perimeter** security during installation, exhibit, and dismantle hours. Each exhibitor must make provisions for safeguarding goods, materials, equipment, and displays at all times. AABB, its employees, agents or representatives shall not be held responsible for the loss of or damage to any material for any cause and encourages

the exhibitor to exercise normal precautions to prevent loss or damage as a result of theft or other causes.

### Disruptive Exhibits

Public address, sound-producing, or amplifying devices must be tuned to conversational level and will be monitored by the AABB Exposition Management team. The operation of any equipment or apparatus that produces odors annoying to neighboring exhibitors or guests will not be permitted.

### Forms of Entertainment or Amusement

Attention-getting devices in the form of entertainment or amusement must be approved by the AABB Exposition Management team prior to the opening of the exposition. Only activities that, at the discretion of the AABB Exposition Management, are in keeping with the professional environment of the exposition will be allowed.

### Inspection of Booths

The AABB Exposition Management will inspect each exhibit prior to the opening of the exposition to ensure that the exhibitor has adhered to the rules and regulations set forth in this document. AABB Exposition Management will inform the exhibitor of any infractions, and all corrections must be made before the exposition opens.

### Breaches of Contract

Breaches or infractions of an exhibitor's contractual obligations could affect the status of the company's future eligibility to exhibit and/or result in the termination of the exhibitor's display privilege at AABB's expositions.

Termination may become effective during the exposition, at which time the exhibitor must remove his/her exhibit as soon as possible without disruption of the exposition. Expulsion of, or restrictions placed on, an exhibitor may not give rise to a claim for any refund of rental or other exposition expenses.

### Photography

The use of any camera equipment in the Exhibit Area other than AABB's official conference photographer and AABB staff without permission is strictly prohibited. This includes, but is not limited to, any photographic device or equipment, such as a camera, video recorder, camera phones, and/or recording devices, digital, or otherwise. For questions or permission to utilize photography of any kind, please contact the AABB Exposition Management at [aabbexhibits@spargoinc.com](mailto:aabbexhibits@spargoinc.com).

### Photography/Videotaping and Camera Crews: **It is imperative that each company notify its participating personnel of these rules.**

Photographing, including using camera enabled cell phones, videotaping or otherwise examining another exhibitor's equipment or display without permission is forbidden. Live public/media broadcasts by exhibitors are strictly prohibited. A representative of one exhibiting company is not allowed to photograph or videotape another exhibitor's booth. Violation of this rule will result in the expulsion of the offending exhibitor from the exhibit hall and a loss of **two** priority points by the exhibiting company. Exhibitors that wish to use a photographer other than the designated official show photographer and/or mobile camera crews **must** comply with the following procedures:

1. Exhibitors may request permission from AABB Exposition Management to use a non-official photographer to



## Exhibit Terms and Conditions

photograph their booth for internal marketing purposes only. Requests must be submitted via the Photography Request Form through the online Exhibitor Resource Center no later than May 5, 2017.

2. Exhibitors may request permission from AABB Exposition Management to use a non-official mobile camera crew to videotape their own booth for internal company purposes only. Requests must be submitted via the Photography Request Form through the Exhibitor Resource Center no later than May 5, 2017.
3. Non-official photographers and/or mobile camera crews must be escorted to and from exhibitors' booths by AABB Exposition Management and/or AABB Security.
4. All non-official contractors must complete the Notification of Intent to Use an EAC Form and submit required Certificate of Liability Insurance through the online Exhibitor Resource Center no later than May 5, 2017.

**NOTE:** AABB Exposition Management does not require schedules or request approval for personnel to enter the hall for the installation and dismantle of stationary cameras and video equipment which will be used by exhibitors for approved booth presentations or activities as long as these are not used for live public/media broadcasts.

**Photography Request Form will be located in the Exhibitor Resource Center.**

### Soliciting

All business activities, circulars, and advertising matter of the exhibitor may be conducted and/or distributed only within the space assigned to the exhibitor. No material may be placed on seats or attached to walls, ceilings, or woodwork in the Exhibit Area or left in public spaces for distribution. Publishing companies shall not solicit other exhibitors to advertise in their publications.

### Smoking

Smoking is not allowed in the Manchester Grand Hyatt San Diego.

### Subletting of Space

Exhibitors may not assign, sublet or apportion the whole or any part of their allocated space without the prior knowledge and written consent of AABB. Exhibitors may not display or advertise products of any kind other than those manufactured or sold by them in the regular course of their business without the prior written consent of the AABB Exposition Management.

### Failure to Occupy Space

Unless previous arrangements are made in writing with the AABB Exposition Management, exhibit space not occupied by the exhibiting company by show opening on Thursday, June 8, 2017, may be forfeited without refund to the exhibitor, and the space may be resold or used by the AABB Exposition Management.

### Official Service Contractor Information

Freeman Company is the official general service contractor for AABB.

### Shipping Information

All shipments must be fully prepaid. Materials shipped in advance of the exposition will be received at an appointed warehouse (up to 30 days in advance of the show), stored, and delivered to the booth location. If you must send your shipment directly to Manchester Grand Hyatt San Diego, it must arrive at the show site on the scheduled

move-in days in order for Freeman Company to receive it. If the shipment arrives at the Manchester Grand Hyatt San Diego prior to the dates listed above, it will be refused, as there is no shipping and receiving department to hold materials. The advance and onsite shipping addresses will be provided in the Exhibitor Service Manual.

### Material Handling

Exhibitors must make arrangements for delivery, removal, storage, and return of crates/boxes. Rates for material handling will be available in the Exhibitor Service Manual.

### Labor (please read Union Rules & Regulations carefully)

Freeman will provide labor for setup and dismantling. We strongly encourage you to order labor in advance on the appropriate form in the Exhibitor Service Manual. **NOTE: Labor rates are subject to change.**

Any fulltime employee of an exhibiting company may install and/or dismantle his/her own exhibit without the assistance of hired union labor. Any labor services required beyond what can or will be performed by the regular full-time employees of the exhibiting company may be rendered by the local Union and may be provided by Freeman Company and/or an exhibitor-appointed contractor at the exhibitor's expense.

### Unofficial Service Contractors

Exhibitors who plan to use an installation and dismantle contractor other than the "official" contractor must submit the Notification of Intent to Use an EAC Form which can be found in the online Exhibitor Resource Center. Exhibitors are responsible for distributing show information to their independent contractors.

### Amendment and Addition Rules

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of AABB. AABB may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations.

*In summary, the above are the Rules and Regulations for exhibiting with the AABB. By signing the Application and Contract for Exhibit Space, you have agreed to abide by these rules. Please contact AABB Exposition Management at [aabbexhibits@spargoinc.com](mailto:aabbexhibits@spargoinc.com) or 703.631.6200 if you have any questions.*