American Academy of Sleep Medicine Presents

SLEEP MEDICINE TRENDS 2018

EXHIBITOR APPLICATION Hyatt Regency Austin – Austin, Texas February 23–25, 2018

Deadline to submit application: January 19, 2018

Company Name:		
Contact Name & Title:		
Address:		
City:		
Telephone:	Fax:	
Email:		
Website:		
On-Site Representatives (limit	of 2 company reps):	

To attend Sleep Medicine Trends 2018 sessions, exhibitors must register and pay applicable fees separately

____ Yes, I would like to exhibit. I understand that this event could be canceled and a full refund will be provided if there are not enough companies willing to participate.

Company Description:

Each company will be listed alphabetically in the course materials. This listing will include company name, city, state, country, toll-free number, website and a 50-word description. Please note that descriptions using exclusive claims such as "best", "the most effective" or "only" or any other word with the same meaning to describe their products or services is prohibited.

Descriptions longer than 50 words will be edited at the discretion of the AASM. Please enter the exhibitor description below (*50 words or less*):

If a description is not included with the application, only the name of the organization will be used.

Company Logo Upgrade:

You can upgrade your exhibitor listing in the course program by adding your company logo, the fee is \$100. The Company Logo (in JPEG format) should be submitted with the exhibitor application. It can also be emailed to the Meeting Department at <u>courses@aasm.org</u> - **by Friday**, **January 19**, **2018**.

Exhibit Hall Sales (Check the box that applies):

- □ Company will not participate in exhibit hall sales.
- Company intends to participate in exhibit sales. The company and all affiliates have reviewed the AASM rules and regulations and agree to comply with the policies of the AASM, the Hyatt Regency Austin and the city of Austin and the state of Texas.

Please provide a list of all products and/or services to be sold at Sleep Medicine Trends 2018:

Handouts/Give Aways:

Handouts and giveaways, with the exception of company literature, must be approved by the AASM.

□ I/we request permission to distribute, in the manner of handouts, giveaways, drawings and/or contests the following materials (please enclose a sample/proof of the item):

Exhibit Space Fee: \$2,500.00

Each company is provided with one table, two chairs and one power strip. Additional furnishings are not permitted. Exhibitors will have the opportunity to interact with attendees during breakfast, lunch, morning, and afternoon refreshment breaks.

Exhibitor Promotional Package: \$3,500.00 (A \$10,000 Value)

In addition, exhibitors have the opportunity to expand their reach/presence to the sleep medicine community before, during and after the course by securing the exhibitor promotional package which includes the exhibit space plus the following:

Promotional Package		
Exhibit Space		
Attendee Handout/Insert		
Course Program Logo Upgrade – Exhibitor Listing		
Welcome Slide Recognition – Company Logo		
Registration and Exhibitor Signage - Company Logo		
Pre-meeting Email Blast – Banner Ad		
Recognition - January Issue of JCSM - Company Listing/Logo		
Recognition - AASM Membership Email Update		
Company Listing on Sleep Medicine Trends 2018 Webpage		

Company Logo Upgrade: \$100.00

Total: <u>\$</u>

Payment Information

Personal Check or Money Order

Checks and international money orders should be made payable to the AASM. Checks will not be accepted unless they are made in U.S. funds drawn on a U.S. bank.

Credit Card П

Please charge (Grand Total): \$					
To my (check one)	🗆 Visa	□MasterCard	American Express		
Card Number:			Expiration Date:	_Validation Code*:	
Name on Card:			Signature:		

*For VISA or MasterCard, the validation code is the last three digits in the signature box. For an American Express, the validation code is the four numbers above the credit card number.

We agree to abide by the exhibit rules and regulations and any amendments thereto, all of which are indicated in the exhibitor prospectus, and are a part of this application. If an exhibitor cancels their exhibit space prior to January 26, 2018, they will be responsible for 20% of the total contracted costs. No refunds will be issued for cancellations after January 26, 2018.

Printed Name:	Title:

Signature: ____

Date: _____

(Authorized company representative)

Please submit form to:

Attn: Meeting Department	
AASM	Phone: (630) 737-9700 Fax:
2510 North Frontage Road	(630) 737-9790
Darien, IL 60561	Email: cwaring@aasm.org

The exhibitor application (pages 1-8) must be returned with full payment by January 19, 2018

Sleep Medicine Trends 2018 General Exhibiting Guidelines Rules and Regulations

Access to Exhibit Area

No one under the age of 16 is allowed in the exhibit area at any time. This includes move-in and move-out. All company representatives must wear their exhibitor badges at all times.

Americans with Disabilities Act

Each exhibitor is responsible for compliance with the Americans with Disabilities Act (ADA).

Booth Conduct

No exhibitor may operate in a way that interferes with the rights of another exhibitor. Exhibits and display materials may not span beyond the space allotted. All exhibits should be presented in a professional manner. Operation of sound devices is not allowed. The AASM reserves the right to curtail exhibits or parts of exhibits that are deemed inappropriate or unprofessional. The following practices are disallowed by the AASM:

- Loud electrical or other mechanical apparatus disturbing other exhibitors
- Theater seating arrangements of any kind and/or presentation stages
- Use of professional actors, magicians or performers (may be allowed with prior approval)
- Canvassing outside the booth including foyer, entrances, session rooms or any other public space
- Entering another exhibitor's booth space without permission
- Live music
- Displaying or distributing helium balloons
- Unauthorized door drops at the hotel
- Photographs of attendees or another exhibitor's booth without permission

Exhibit Space

Each exhibitor will have one (1) 6 ft. x 30 in. skirted table with two chairs and one power strip and cord.

Exhibiting Restrictions

All materials MUST be displayed on the table provided. No posters (hung) or projections of any kind will be allowed to be displayed. Free-standing or pop-up displays can be used behind or next to the exhibit table, as long as it does not interfere with another exhibitor. They may not exceed 8' tall or 4'wide. The AASM reserves the right to have exhibitors remove items that are not compliant with local authorities and/or the hotel.

Exhibit Space Assignments & Exhibitor Badges

Exhibit spaces will be assigned by AASM management based on the date the exhibitor application and payment is received. Exhibitor badges are required and will be available at the registration desk.

Cancellations & Refunds

All notices of cancellation must be received in writing. The date of receipt of such notice will be used as the official cancellation date. Notices received prior to **January 26, 2018,** will incur a penalty equal to 20% of the total exhibit amount. Refunds will not be given for cancellations received after **January 26, 2018.** All refunds will be processed and returned following the completion of the course.

Please Initial Here

Demonstrations/Promotional Activities

All demonstrations and promotional activities shall be confined to the space allotted to each exhibiting company. Exhibitors and their personnel, or any other company/organization, including those not exhibiting, are prohibited from displaying or demonstrating products, soliciting orders or distributing advertising materials anywhere in AASM contracted space to include, but not limited to, session rooms and hotel.

Dress Code

The dress code at Sleep Medicine Trends 2018 is business casual. All exhibitors are required to adhere to this dress code; the AASM reserves the right to remove any exhibitor who does not comply with this dress code from the exhibit area or meeting space.

Financial Standing

At any time leading up to Sleep Medicine Trends 2018, if it is determined that an exhibiting organization is not in good financial standing with the AASM, APSS, or SRS, the AASM reserves the right to cancel the booth rental and apply that money to the outstanding debts of the exhibiting organization. The organization will be informed of this decision and will have 30 days to cure all debts. Only organizations in good financial standing will be allowed to exhibit at Sleep Medicine Trends 2018.

FDA Regulations

Exhibitors should be aware of the Food and Drug Administration (FDA) restrictions on the promotion of investigational and pre-approved drugs and devices. The FDA also prohibits the promotion of approved drugs for unapproved purposes.

Fire Regulations

The Fire Department has strict rules concerning fireproofing of all material used in booth construction and furnishings, as well as securing oxygen tanks and other flammable substances. Should your exhibit include an oxygen tank or other flammable substance, please be sure it is properly secured. It is necessary for you to bring the manufacturer's certification that your booth materials are fireproof. If inspection indicates that an exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, the AASM reserves the right to cancel all or part of the exhibit proven to be irregular. If exhibitors fail to comply with applicable fire regulations, the AASM is not obligated to monetarily refund any exhibitors.

Fire regulations prohibit the storage of empties behind any exhibit. Exhibitors may maintain a one-day supply of materials within their booth. All excess materials must be removed from the exhibit space. If you intend to use oxygen tanks, please inform the AASM on your application.

Food and Beverage Distribution

Exhibiting companies will be allowed to distribute small, 1-ounce portions of individually wrapped candies. Distribution of any other food or beverage items requires approval from the AASM and is subject to the rules and regulations of the Hyatt Regency Austin. All requests should be submitted in writing to the AASM by no later than **January 19, 2018**. Permission will be granted on a limited basis, and the AASM reserves the right to deny permission for any food and beverage distributions. Exhibitors may not dispense alcoholic beverages of any kind.

Handouts and Give Aways

Handouts and give aways, including prize contests and drawings, are permitted by the AASM.

Please indicate on the exhibitor application the intended handouts/give aways. Permission for all handout and give away items must be obtained prior to the opening of the Exhibit Hall and materials will only be distributed inside assigned booth space. Any distributed leaflets are limited to information about the company's products/services. Exhibitors may not hand out flyers of any kind announcing events occurring at times other than the dates of Sleep Medicine Trends 2018 unless prior approval has been granted. The AASM in its sole discretion shall have the right to prohibit the distribution of any samples or handouts that violates exhibitor policies, deems objectionable, or is otherwise inappropriate.

The distribution of tote bags within your exhibit space is not permitted.

Liability

The AASM is not and will not be liable or responsible for any injuries, theft, loss, damage of whatever nature, direct or indirect, to exhibitors, their employees, agents, goods or property of any of the foregoing from any cause or omission whatsoever.

Exhibitor Responsibility Clause

To the fullest extent permitted by law, the person/legal entity described as "Exhibitor" in this clause and in this exhibitor contract (regardless whether such person/legal entity is also described as "Exhibitor" in this contract) hereby assumes full responsibility and agrees to indemnify, defend and hold harmless **Hyatt Regency Austin** ("Hotel"), ("Hotel") **Hyatt Hotels**, and each of their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Hotel Parties"), as well as **American Academy of Sleep Medicine** ("Group"), from and against any and all claims or expenses arising out of Exhibitor's use of the Hotel's exhibition premises. Exhibitor agrees to obtain and maintain during the use of the exhibition premises Comprehensive General Liability Insurance including contractual liability covering the Exhibitor's indemnity obligations in this clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Hotel Parties and Group shall be named as additional insureds on such policy, and Exhibitor shall supply the AASM with a Certificate of Insurance at least 30 days prior to the use of the exhibition premises. The Exhibitor understands that neither the Group nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

In addition, the exhibitor agrees to protect, save and hold the Group and all agents and employees forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitors or those holding under the exhibitor, and further, the exhibitor shall at all times, protect, indemnify, save and hold harmless the indemnities against and from any and all losses, costs, damages, liability or expenses (including attorney's fees) 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 or business invitees, which arise from or out of or by reason of said exhibitor's occupancy and use of the exhibition premises, the hotel or any part thereof.

All exhibitors must make provisions for the safeguarding of their own goods, materials, equipment and display at all times and are responsible for obtaining insurance in such amounts as deemed appropriate to comply with the exhibitors' obligations herein and for the exhibitors' own protection. The space occupied by each exhibitor must be surrendered in the same condition as it was at the time of the exhibitors' use and occupation thereof (ordinary wear and tear expected).

AASM shall have sole power in the interpretation and enforcement of all regulations contained herein, and the power to make amendments thereto and such further regulations shall be considered necessary for the proper conduct of the exhibition. Such decisions shall be binding upon exhibitors.

Photography and Video Recording

Photography or video recording, other than by the AASM or press approved by the AASM, is prohibited during installation, exhibition and dismantling. No photography or recording devices of any kind will be allowed on the exhibit space or in the meeting rooms during these times. Exhibitors have control over their rented space and may prevent those considered their competitors from gaining access to, photographing, videotaping or otherwise mechanically recording their exhibits or presentations. If meeting attendees are photographing, videotaping or otherwise mechanically recording exhibits or presentations, exhibitors should promptly notify meeting staff. Violation of this rule could result in the confiscation of the film or recording device, and/or the removal of the individual or exhibiting company from the Exhibit Hall or meeting room.

Rejection of Application

The AASM reserves the right to reject an application, refuse rental of display space, cancel booth space after an application is approved, or curtail or close exhibits or parts of exhibits at any time prior to or during Sleep Medicine Trends 2018. In addition, the AASM reserves the right to deny booth space to organizations and companies that are direct competitors or do not fit within the mission of AASM. The enforcement of this right is at the sole and absolute discretion of AASM management.

Selling Products/Services On-Site

The AASM will permit on-site sales within the Sleep Medicine Trends 2018 exhibit space. In order to conduct on-site sales, exhibitors must strictly adhere to all applicable rules, policies and procedures prior to, during and following the course. Exhibitors choosing to participate in direct sales must clearly indicate such intent on their application and contract for exhibit space. Exhibitors are solely responsible for (i) paying all applicable state and/or city sales taxes; (ii) complying with all tax laws, regulations and policies of the meeting's host city and state; and (iii) complying with any other associated tax laws, policies, regulations or requirements. The AASM is not responsible or accountable in any way for sales conducted within the exhibit space, collection or payment of sales tax, compliance with applicable tax laws, or for any violations made by an exhibiting company concerning sales tax, or any other applicable tax laws, policies, regulations or requirements.

The exhibitor must provide all information and complete all applications requested from the host hotel, host city and/or host state prior to, during and following the course. The AASM is not liable for providing an exhibiting company's relevant information.

Texas and Austin law requires all exhibitors making sales in the exhibit space to (i) obtain an Texas & Austin sale and use tax permits; and (ii) report and pay the appropriate business and occupancy taxes and collect the appropriate retail sales tax on all applicable sales. Exhibitors failing to comply with the laws regarding exhibit space sales will be removed from the exhibit space. Exhibitors must provide AASM with a list of products and/or services that are intended for sale during the meeting at the time of application. The AASM may decline the sale of any product and/or service within the exhibit space, in its sole and absolute discretion. Sales cannot be conducted outside of the Sleep Medicine Trends 2018 exhibit space at any time during the course. All exhibitors are required to adhere to the rules and regulations outlined within the exhibit or prospectus; the AASM reserves the right to remove any exhibitor who does not comply with the exhibit space or meeting space's rules and regulations.

Staffing of Exhibits

Exhibits must be staffed and operational at all times during show hours. Exhibitors vacating their booth before the closing of each day or prior to the final close of the show may be denied exhibit space at future meetings. Move-out may not begin before 10:00am on Sunday, February 25, 2018.

Subletting/Sharing

No subletting or sharing of exhibit space is allowed. Exhibitors may show only products or services manufactured or dealt by them in the regular course of business. The featuring of a name or advertisement of a non-exhibiting firm or business is prohibited.

Unions and Contractors

Exhibitors agree to abide by the rules and regulations concerning local unions having agreements with the exposition facility or with authorized service contractors employed by exhibit management. Only the official contractors designated by exhibit management will be permitted in exhibit areas unless otherwise authorized by exhibit management. Exhibitors are cautioned to observe the regulations as provided herein. Failure to comply with these or any other regulation or any amendments thereto may be sufficient cause to require the immediate removal of the offending exhibitors.

Use of AASM and Sleep Medicine Trends 2018 Name/Logo

The American Academy of Sleep Medicine (AASM) and Sleep Medicine Trends 2018 name, logo and acronym are proprietary and may not be used in signs, advertising, promotions or on any product literature either inside or outside the Exhibit Space. This rule applies before, during and after the meeting, unless prior authorization has been received from the AASM.

ADDITIONAL INFORMATION

For additional information about exhibiting at the course, please contact Chris Waring at <u>cwaring@aasm.org</u> or (630) 737-9731.