

## CONTRACT

These Terms and Conditions along with a properly executed registration form by the exhibitor (herein referred to as “Exhibitor”) shall upon acceptance by the Orthopedic Shoulder and Elbow Foundation (herein referred to as “Organizer”) constitute a valid and binding contract.

Organizer reserves the right to accept, reject, or omit any registration to the event described below.

Event: OC Shoulder Meeting  
Date: Saturday, November 4, 2023  
Venue: Paséa Hotel & Spa, 21080 Pacific Coast Highway, Huntington Beach, CA 92648  
Organizer: Orthopedic Shoulder and Elbow Foundation (OSEF)

By executing the registration, each exhibiting company agrees, for itself and on behalf of its representatives, to abide by the Terms and Conditions, regulations, and policies stated within this Contract.

## TERMS AND CONDITIONS

### 1. Exhibits & Restrictions

- a. Exhibitor shall be bound by all pertinent laws, codes, and regulations of federal, state, municipal, or other authorities having jurisdiction over the facilities or the conducting of the event, together with the rules and regulations of the owners and/or operators of the venue where the event is held.
- b. Organizer reserves the right to decline, prohibit, or expel an exhibit, exhibitor, or both, which in its judgment, is out of keeping with the character of the OC Shoulder Meeting, this reservation being all-inclusive as to persons, things, printed matter, product, conduct, sound level, etc.
- c. No Exhibitor shall assign or sublet any part of its assigned space without the consent of the Organizer in writing. Co-participation by any other corporation, or its representatives in the space assigned to the original registrant, must be by prior written permission by Organizer.
- d. Each representative working at the booth must have signed in at the OC Shoulder check-in booth and wear the provided identification badge regardless of the length of time they will be attending the event.
- e. Exhibitor will keep the exhibit open during the exhibit hours.
- f. Distribution of advertising material and solicitations of any sort shall be restricted to the exhibit area.
- g. Exhibitor will not schedule, host, or conduct outside activities that would divert or attract qualified attendees from the OC Shoulder Meeting on Saturday, November 4, 2023, between the hours of 6:00 AM and 6:00 PM.

## 2. Booth Setup & Teardown

- a. Exhibitor shall have its booth in place by 8:00 AM on Saturday, November 4, 2023. Any space not occupied by the time set for booth setup may be reassigned at the discretion of the Organizer. Any Exhibitor failing to occupy space is not relieved of the obligation to pay the full rental price.
- b. Exhibitor's exhibit may not extend beyond the limits of the Exhibitor's booth and no part of any exhibit or product may extend into any aisle. No Exhibitor shall so arrange its exhibit so as to obscure or prejudice adjacent exhibitors in the opinion of Organizer.
- c. Exhibitor shall dismantle their booth at the end of the dedicated exhibit time at on Saturday, November 4, 2023, and have all materials cleared out by 7:00 PM on Saturday, November 4, 2023. Exhibitor agrees that no early teardowns shall be attempted and that early teardowns are not permitted.

## 3. Media Release

- a. Exhibitor grants Organizer the right to use Exhibitor's name, logo, and trade name in Exhibitor Listings and in promotional materials of the OC Shoulder Meeting.
- b. Exhibitor grants Organizer the right to photograph or film attending representatives. Photos and videos may be used in promotional materials and published on OC Shoulder, OrthoBullets, and VuMedi websites.

## 4. Cancellation

- a. Exhibit payments are non-refundable after Friday, August 11, 2023. Exhibitors who cancel prior to that date will be refunded 50% of their total registration fees. No refunds will be given after that date.
- b. It is agreed that if the Exhibitor fails to comply with the Terms and Conditions of this contract, in any respect, then Organizer shall have the right without notice to the Exhibitor to sell or offer for sale the exhibit space covered by this contract.
- c. Organizer may cancel this contract and will not be liable for the fulfillment as to the delivery of exhibit space, if non-delivery is due to any circumstances beyond the control of Organizer, such as, but not limited to, the facility being unfit or unable, fire, pandemic, an act of God, unavailability of utilities, public emergency, the act of war, strikes or labor dispute, or authority of law, or postponement, or cancellation by Organizer. Organizer will, however, in the event of not holding the event for any of the above reasons, reimburse Exhibitor for any amount paid in, less all reasonable expenses incurred, such as but not limited to, rent, advertising, operating costs, etc. or offer the opportunity to roll the amount paid into a future year's event. Exhibitor waives any and all other damages and claims against Organizer.

## 5. Insurance, Liability, & Indemnification

- a. Exhibitor agrees to maintain adequate insurance to fully protect the Organizer, Paséa Hotel & Spa, Hoag, and service contractors, from any and all claims arising from Exhibitor activities including but not limited to, the installation, operation, and dismantling of Exhibitor displays. This includes claims under the Workers' Compensation Act or due to personal injury, death, or damage to property. Exhibitor is responsible for any and all damages caused by the Exhibitor, its employees, and agents.
- b. Exhibitor understands that neither Organizer nor the venue maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

- c. Exhibitor assumes all risks for the shipment, delivery, handling, and storage of all property shipped to and from the venue, Paséa Hotel & Spa, or brought in by the Exhibitor.
- d. Exhibitor shall defend, indemnify and hold harmless the Orthopedic Shoulder and Elbow Foundation, Paséa Hotel & Spa, Hoag, and each of their officers, directors, employees, agents, and representatives from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) arising out of or due to (a) the construction or maintenance of Exhibitor's exhibit; (b) the negligence or willful misconduct of Exhibitor, or its personnel, employees, agents or representatives; (c) Exhibitor's materials distributed in connection with the trade show, including but not limited to Organizer's use of the materials; or (d) Exhibitor's breach of any commitment made in this Contract.

## **6. Tax-Deductible Contributions**

The Orthopedic Shoulder and Elbow Foundation is a Non-Profit Public Benefit Corporation with 501c(3) status. Its Federal Tax Identification Number (EIN) is 86-3325284. Its California Charity Registry Number is CT0275680.

Exhibitor agrees that any and all registration fees associated with the OC Shoulder Meeting are not considered charitable contributions to the Orthopedic Shoulder and Elbow Foundation as services are provided in return at fair market value. Further monetary donations made independently may be considered tax-deductible charitable contributions and warrant a donation receipt.

## **7. Tax Identification Number**

All service providers exhibiting at the OC Shoulder Meeting must provide their Employment Identification Number (EIN) also known as Federal Identification Number to the Organizer upon request. The Orthopedic Shoulder and Elbow Foundation is required to solicit and maintain a list of exhibitors with their identifiers. Failure to do so may prevent your company from exhibiting.

## **8. Continuing Medical Education (CME)**

The Orthopedic Shoulder and Elbow Foundation and Hoag are committed to offering a CME activity that is free of commercial bias. As part of this commitment, Organizer will fully comply with the Accreditation Council for Continuing Medical Education (ACCME)'s *Standards for Integrity and Independence in Accredited Continuing Education*.

All Commercial Interests<sup>1</sup> / Exhibitors involved in the OC Shoulder must agree to the terms, conditions, and purposes described below.

- a. The CME activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Commercial Interest / Exhibitor.
- b. Organizer is responsible for all decisions regarding the identification of educational needs, determination of learning objectives, selection, and presentation of content, selection of all persons and organizations

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<sup>1</sup> The ACCME defines Commercial Interest as any entity producing, marketing, re-selling, or distributing health care goods or services consumed by, or used on, patients.

that will be in a position to control the content of the CME, selection of education methods, and the evaluation of the activity.

- c. Commercial Interest / Exhibitor will not require Organizer to accept advice or services concerning teachers, authors, or participants or other education matters, including content, as conditions of receiving a financial contribution.
- d. All commercial support associated with this activity will be given with the full knowledge and approval of the Organizer. No other payments shall be given to the director of the activity, planning committee members, teachers or authors, educational partner(s), or any others involved with the supported activity.
- e. Commercial Interest / Exhibitor shall provide Commercial Support to the Organizer promptly upon execution of this contract. The Organizer will make all decisions regarding the disposition and disbursement of those funds.
- f. Organizer will ensure that the source of support from the Commercial Interest / Exhibitor, either direct or “in kind,” is disclosed to the participants, in activity brochures, syllabi, or other activity materials, and at the time of the activity. This disclosure will not include the use of a product trade name and/or a product-group message. The acknowledgment of commercial support may state the name, mission, and clinical involvement of the company or institution and may include corporate logos and slogans, if they are not product promotional in nature.
- g. Paséa Hotel & Spa’s Sapphire Ballrooms 2 & 3 is the designated space for CME activity. Product-promotion material or product-specific advertisement of any type is prohibited in the same room before, during, or after the CME activity. The juxtaposition of editorial and advertising material on the same products or subjects is not allowed. Live or enduring promotional activities must be kept separate from the CME activity. Promotional materials cannot be displayed or distributed in the education space immediately before, during, or after the CME activity. Commercial Interest / Exhibitors may not engage in sales or promotional activities while in the designated space.

## **AGREEMENT**

By executing the registration, Exhibitor agrees, for itself and on behalf of its representatives, to abide by the Terms and Conditions, regulations, and policies stated within this Contract.

The exhibiting company’s authorized signatory’s name, title, agreement to the Terms and Conditions, and electronic signature will be recorded on the online Exhibitor Registration Form.

A copy of this Exhibitor Contract will be emailed to the signatory for their records.

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