

# Exhibit Space Application and Contract

# OBESITY 2010

28th Annual Scientific Meeting  
San Diego, California | October 8–12

In this application, we agree to comply with the terms and conditions of this contract and the rules and regulations printed in this space at the cost indicated in the exhibitor prospectus. No refunds will be issued for cancellations made after **June 1, 2010**.

## Booth Rental Fees

\$2,500 per 10' x 10' booth Cost \$ \_\_\_\_\_ (Special pricing available for not-for-profit exhibitors. Please call for details.)  
Corner Premium: \$100 (PER CORNER)

\$500 Logo in program \$ \_\_\_\_\_ We would prefer NOT TO BE NEAR the following companies \_\_\_\_\_

\_\_\_\_\_ 1st Choice \_\_\_\_\_ 3rd Choice

\_\_\_\_\_ 2nd Choice \_\_\_\_\_ 4th Choice

\_\_\_\_\_ We would prefer TO BE NEAR the following companies \_\_\_\_\_

## Exhibitor Must Read and Sign Rules and Regulations on the Back of this Contract

Note: Confirmation letters, invoices, housing/registration forms, the Exhibitor Service Kit, and other materials will be sent to the contact person listed below.

Company Name (as it will appear in Company Description) \_\_\_\_\_

Contact Name \_\_\_\_\_ Position \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State/Prov \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Company Website \_\_\_\_\_

Person to Receive Exhibitor Service Kit (if different from contact person) \_\_\_\_\_

Please provide a brief description of your product or service (50 words or less). The description will be printed in the Final Program if received by **July 12, 2010**. \_\_\_\_\_

Fifty percent (50%) of the total booth rate is due upon receipt of confirmation and invoice for on site assignments. All other applications must be submitted with a 50% deposit. Full payment is due on **July 1, 2010**. Cancellations and reductions must be provided in writing to Show Management and must be by mutual consent of the applicant and the Association.

If an exhibitor cancels on or before **June 1, 2010**, the exhibitor will forfeit 50% of the original booth fee. If an exhibitor cancels or reduces space after **June 1, 2010**, the entire contracted space fee will be forfeited. Reductions in booth space are considered the same as cancellations. If an exhibitor originally contracts for a 10' x 20' and then reduces to a 10' x 10' space, and then cancels the remaining 10' x 10' space, the cancellation policy will be based on the original 10' x 20' space.

**Make Checks (US Dollars and drawn on a US Bank) Payable to:** The Obesity Society

**Mail Application and Deposit to:** Wachovia Bank, The Obesity Society, Exhibitors  
Box 75682, 7175 Columbia, Gateway Drive, Columbia, MD 21046 US

**Federal ID #:** 54-1438429

**Credit Card Information**  VISA  MasterCard  Amex  Discover  Diners Club

Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_

Name on Card (please print) \_\_\_\_\_ Signature \_\_\_\_\_

## Questions?

**A. Fassano & Company | Warren Plank | 856.232.2322 ext. 13 | 856.232.2312 fax**

## Check the Category of Products to be Displayed

- Animal Models
- Body Fat Analyzers
- Biologics Development
- Cell Lines & DNA
- Certification
- Clinical Research
- Computer Software
- DME
- Diagnostic Equipment
- Dietary Products
- Educational Materials
- Exercise Equipment
- Footcare/Footwear
- Hyperbaric Chambers
- Imaging Devices
- Immunoassay Kits
- Impotence Devices
- Impotence Treatment
- Infusion Products
- Invitro Diagnostics
- Injection Aids
- Insulin
- Insulin Delivery
- Laboratory Research Products
- Laboratory Services
- Lancets
- Market Research
- Medical Devices
- Monitors
- Non-Profit Organization
- Oral Care Products
- Orthotics & Prosthetics
- Patient Services
- Pharmaceuticals
- Pregnancy Test Kits
- Professional Services
- Publications
- Recruitment
- Research
- Skin Care
- Specialty Reference Laboratories
- Supplies
- Syringes
- Vaccines
- Vision/Eye Care
- Vitro Diagnostics
- Wound Care
- Other (Specify) \_\_\_\_\_

The Society reserves the right to restrict or deny any booth assignment that would compromise the integrity or desirability of the exhibition.

### For Obesity Society Use Only

Booth Assignment \_\_\_\_\_ Total Rental Fee \_\_\_\_\_ Paid \_\_\_\_\_

Check # \_\_\_\_\_ Booth Size \_\_\_\_\_ Priority Points \_\_\_\_\_

Date Received \_\_\_\_\_ Amount Due \_\_\_\_\_ Refund \_\_\_\_\_

# Rules and Regulations

**Blood Samples** Those taking blood samples, either by fingertip or intravenous drawing of blood, must dispose of said samples and the materials used to obtain said samples in accordance with local and state health ordinances or laws. It is the responsibility of the exhibitor to make arrangements for the disposal of these waste materials as detailed in the Exhibitor Service Kit.

**Booths** Standard 10 foot deep and 10 foot wide booths with a back wall sign bearing the exhibiting company name, city, and booth number will be furnished to each exhibitor by Show Management. The booth background drape is 8 feet high with 3 foot high sidewall dividers. Furniture, carpeting, special drapery and other special services may be obtained at the prevailing rates through the General Contractor using forms found in the Exhibitor Service Kit.

**Cancellations & Reductions** All space cancellations must be submitted in writing. If an exhibitor cancels or reduces their space on or before **June 1, 2010**, the deposit is non-refundable. If an exhibitor cancels or reduces their booth space between **June 1, 2010** and the date of the exhibit, the entire contracted space fee will be due. If an exhibitor originally contracts for a 10' x 20' space, reduces to a 10' x 10' space, and then cancels the remaining 10' x 10' space, the cancellation fee will be based on the original 10' x 20' space.

**Cancellation of Event** Should any emergency arise prior to the opening date of the Association event, or during the event, which would prevent its scheduled opening and operation, such as strikes, destruction or damage of the exhibit hall, acts of God, terrorism or a declaration of a national emergency by the President, it is expressly understood and agreed that the Association may retain as much of the full payment for exhibit space as necessary to cover expenses incurred up to the time of such emergency.

**Damage** Exhibitors will be held responsible for all damage done to the building by themselves, their employees or agents. No nails, tacks or screws shall be put into walls, woodwork or flooring of the building.

**Deposits and Payments** All booth reservations must be accompanied by a completed application and a 50% deposit for each booth reserved. Booths will not be reserved by telephone or fax application. Please review the floor plan and select exhibit choices carefully. Full payment is due no later than **July 1, 2010**.

**Electrical Connections and Charges** All electrical wiring must be approved and installed in accordance with local regulations. An electrical order form can be found in the Exhibitor Service Kit.

**Eligibility** Applications for Exhibit Space will not be accepted and booth space will not be assigned to any company that has any outstanding balance due to The Obesity Society. No exhibits will be allowed that are not directly related to obesity. The Obesity Society reserves the right to accept, reject or condition acceptance, based on The Obesity Society's sole discretion, for any reason, which need not be disclosed to the applicant. Companies who have not exhibited at The Obesity Society in the past must provide a description of their products and the appropriate government approval status with their application for booth space. Booth space will not be assigned until such application is approved by The Obesity Society.

**Exhibitor and Meeting Registration** Exhibitor's badges are restricted to personnel employed by the company reserving exhibit space. Each exhibitor will furnish Show Management, in advance, the names of those who will staff the booth. A form will be provided in the Service Kit for exhibitors to register their booth personnel. There is no limit on exhibit booth personnel badges. Only two people per 10' x 10' booth space may attend the program sessions complimentary as a Corporate Delegate, but not to exceed 10 people. Exhibitors must indicate the individuals they wish to receive the complimentary Corporate Delegate meeting registration on the exhibitor registration form provided in the Exhibitor Service Kit.

Exhibitor and Corporate Delegate badges can be picked up at Exhibitor Registration. Badges are not mailed to exhibitors. Multiple changes or additions must be submitted by the onsite booth supervisor at least one hour in advance of pickup. All company personnel must provide company identification when picking up their badges. The company supervisor may pick up all company personnel badges in bulk if indicated on the form with the exception of the complimentary Corporate Delegate badges. Complimentary Corporate Delegate registrants must pick up their badges personally at Exhibitor Registration. Valid employee identification will be required for both exhibitors and Corporate Delegates.

In the event that admission to the exhibit hall is required at a time other than the listed hours, special permission must be obtained from Show Management.

Each company will also receive a limited number of free exhibit hall passes to distribute to their local customers and clients. These passes will be included in the Exhibitor Service Kit.

**FDA Guidelines** Exhibitors are responsible for adhering to all established Food and Drug Administration guidelines for exhibiting products that are FDA approved and those that may be pending FDA approval. The Association assumes no responsibility to obtain FDA approval.

**Flammable Materials** Flammable liquid, substances or materials are strictly prohibited for use in booth or storage within or behind a booth. All decorative materials must be flame proofed before being taken into the exhibit hall, and must comply with local fire regulations.

**Floor Plan** The floor plan for this exhibit will be maintained as originally presented whenever possible. However, the Association reserves the right to modify said plan to the extent necessary for the best interests of the market, exhibitors, and industry.

**Food and Beverage** No food and/or beverages may be served by exhibitors within the exhibit hall without the approval of Show Management (see form in Association Forms section of Exhibitor Service Kit). Alcoholic beverages may not be distributed in the exhibit hall without prior written approval from The Obesity Society.

**Installation and Removal of Exhibits** Exhibits must remain intact until final closing hour of the exhibit hall. Receiving of shipments and return of crates will be in accordance with information which will be provided in the Exhibitor Service Kit. Booths must be completely assembled and ready for inspection by Show Management by 10:00 AM on Saturday, October 9, 2010.

Move In: Friday, October 8 8:00 AM – 5:00 PM  
Breakdown: Sunday, October 10 6:30 PM – 10:00 PM  
Monday, October 11 8:00 AM – 12:00 Noon

**Liability** Neither The Obesity Society, the San Diego Convention Center, A. Fassano & Company, the General Contractor, the employees thereof, nor their representatives will be responsible for any injury, loss or damage that may occur to the exhibitor, its agents or employees, or its property or wares arising from any cause whatsoever, prior, during, or subsequent to the exhibit. Each exhibitor, by signing the application and contract to exhibit, expressly understands that it releases The Obesity Society, the San Diego Convention Center, A. Fassano & Company, the General Contractor, and the employees thereof from and agrees to indemnify and hold harmless each against any and all claims for loss, injury or damage. Small or easily portable articles of value should be properly secured and removed after the closing hours of exhibit and placed in safe keeping. Exhibitors are encouraged to insure themselves against property loss or damage, and against liability for personal injury.

**Literature Distribution** Materials may be distributed from your booth only. NO materials may be placed on seats, attached to walls, ceiling or woodwork in the facility or left in public places or distributed in the aisles of the exposition. No soliciting of registrants shall be permitted in the aisles or in other exhibitor's booths. Samples, catalogues, pamphlets, souvenirs, etc., may be distributed by exhibitors and their representatives (including models) only within their booths.

**Please note: These Rules and Regulations may be supplemented by additional rules included in the Exhibitor Service Kit as well as any updates or clarifications communicated to all exhibitors via mail or email.**

**Music Licensing** The exhibitor shall be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works or potential inventions and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by any third party which is used directly or indirectly, by the exhibitor. The exhibitor agrees hereby to indemnify, defend and hold the Association harmless from and against any claim of liability and any incident or resulting loss, cost or damage (including costs of lawsuit and attorney's fees) for failure to obtain these licenses or consents and/or for infringements or other violations of the property rights or the rights of privacy or publicity of any third party.

**Outside Contractors** Exhibitors must notify Show Management by **August 2, 2010** if they will be using an outside I&D contractor. The outside contractors must utilize union labor where it is required by the facility. Exhibitor appointed contractors must submit a certificate of insurance to the General Contractor 30 days prior to the meeting.

**Photography/Videotaping** Photography or videotaping or examining another exhibitor's equipment or display without permission is forbidden.

**Press** Press conferences or other media events on the exhibit floor, or meeting sites, or in hotels involved with the Association's meeting must be approved IN ADVANCE by The Obesity Society. The Association would also appreciate prior notification of all press activities held off premises. All The Obesity Society Media Guidelines apply. Contact The Obesity Society office, 301.563.6526 for more information.

**Preview of Products** Products which are not yet available to the general public may be exhibited provided that the products are clearly labeled as "Not Yet Available" and "Pending Government Approval." Exhibitors who fail to comply with this rule will be removed from their booth with no refund of payment.

**Private Functions** Hospitality suites or meeting rooms will be available at the hotels for exhibiting companies only. These events may be scheduled only before or after official Obesity Society program events. Approval for meeting rooms and hospitality suites is at the discretion of the Association.

**Positioning** Display booths and other exhibits shall not be placed in such a manner as to interfere with other exhibits. Booth constructions in areas with a back wall will be restricted to 8 feet in height. If exhibit construction includes side structures, they may be carried to the 8 foot height for a distance of only 5 feet from the back wall. The balance of the distance must be confined to 4 feet in height. These rules must be adhered to so that no booth will interfere with other exhibitors.

**Height Restrictions** Display heights for islands vary according to the facility. Display and banner heights will be limited to 20' at the San Diego Convention Center. For more information, contact Tricia Cavallo at 804.519.9437.

**Restrictions** The Association reserves the right to establish restrictions for exhibits in order to enhance the success of the exposition. This restriction includes persons, animals, conduct, printed materials, or anything of character which may be objectionable to the exposition as a whole. No motorized equipment is allowed outside of the booth. If Show Management finds an exhibit in violation of the restrictions, the Association may order the violation removed or may evict the exhibit. If you violate a restriction or are evicted, The Obesity Society is not liable for any refund for rentals or other exhibition expenses. Exhibitors are expected to conduct themselves in a professional manner at all times. Any complaints will be resolved by Show Management or an agent of the Association.

**Rules and Regulations** These Rules and Regulations become part of the contract between the exhibitor and The Obesity Society. They have been formulated to ensure a successful exposition. The Association respectfully requests the full cooperation of the exhibitors in their observance of all rules and regulations. All points not covered are subject to the decision of the Association.

This application for an exhibit space, the formal notice for space assignment by Show Management and all deposits for exhibit space together constitute a contract for the right to exhibit at Obesity 2010.

**Safety** All exhibits must be constructed and operated in a manner which will not provide any safety hazards. Construction shall be substantial and fixed in position for the duration of the exposition. No exhibit that violates any municipal or state law, rule, or regulation, including safety codes, will be permitted. No combustible decoration such as canvas, cloth, crepe paper, tissue paper, cardboard or corrugated paper shall be used at any time. All packing containers, excelsior or wrapping paper must be removed from the floor and must not be stored under tables or behind displays. All combustible materials (i.e. crates and boxes) shall be limited to a one (1) day supply and maintained in an orderly fashion. Storage of combustible materials behind or under exhibits is prohibited. All decorations, drapes, acoustical materials, table coverings and other decorative materials shall be flame resistant to the satisfaction of the San Diego, CA Fire Department.

Approval for the display of any electrical, mechanical, or chemical device, the use, operation or presence of which, in the opinion of the San Diego, CA Fire Department or the General Contractor, is that it might be hazardous in a public place, must be obtained by the Fire Department.

**Samples/Prizes** No exhibitor will be permitted to conduct any prize drawings, sample giveaways, premium gifts, awards for signing names and addresses, etc. without prior approval of Show Management (see Association Forms section of the Exhibitor Service Kit).

**Security & Insurance** As a courtesy to exhibitors, watchman service for the perimeter of the exhibit area will be furnished by Show Management during the show. The furnishing of such services is in no case to be understood or interpreted by exhibitors as guaranteeing them against any loss or theft of any kind. It is suggested that the exhibitors insure exhibit property against loss and theft and for their own protection, exhibitors should arrange to have at least one representative in attendance at all times during the exhibit and at least 15 minutes before and after show hours.

**Selling of Products or Services** Selling of any products or services without prior approval of Show Management is strictly prohibited. Any violation will result in expulsion from the exhibit floor with no refund of payment. No warnings will be given.

**Sound Devices and Music** In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisles. Sound and noise may not exceed 85 decibels within the booth space.

**Use of Exhibit Space** Show Management reserves the right to approve the character of the display and to prohibit any display which, because of noise or other objectionable features, detracts from the general character of the exhibit. No exhibitor shall assign, sublet or apportion the whole or any part of the space allotted to him.

Each exhibitor must keep an attendant in the display during open hours of the exhibition. All attendants must wear Obesity Society exhibitor badges and be registered as exhibitors.

In the event that an exhibiting company finds it necessary to expand the size of its booth, all attempts will be made to accommodate the exhibiting company's existing location. However, The Obesity Society will not relocate those companies that may interfere with your expansion if they do not wish to move.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Company Name \_\_\_\_\_

## For A. Fassano & Company Use Only

Signature \_\_\_\_\_ Date \_\_\_\_\_