



California Ambulatory Surgery Association

2010 Conference & Exhibits September 15-16, 2010

CONTRACT FOR FLOOR SPACE

When received with your payment by the California Ambulatory Surgery Association your signed application for space constitutes a contract for the right to use the exhibit space.

BOOTH DESCRIPTION

All exhibit booth packages include the following: Pipe and Drape, one table, two chairs, and one identification sign. JP and Associates (949/295-9629) is the Official Trade Show Service Contractor will send you an Exhibitors Kit with information on shipping. They will also inform you of other trade show services, not included in the CASA booth package, available at additional fees. Please communicate your exhibitor needs and requirements to them directly.

Exhibitors will be listed on the CASA website, along with the conference syllabus.

Each exhibitor will be allowed to send two representatives to the Conference, unless otherwise stated in the sponsorship agreement. Any additional exhibitors must pay the \$200 additional person fee.

ASSIGNMENT OF SPACE

CASA reserves the right to make changes at any time in the location, size, display, limits, etc., of any exhibit if this is in the best interest of the exhibit program. Every effort will be made to accommodate your selections and will be made on a first-paid, first-served basis. A floor plan is available at www.casurgery.org at Exhibitors on the Events page.

EXHIBIT CONDUCT

Any other exhibitor shall not infringe upon the rights and privileges of an exhibitor. CASA reserves the right to restrict exhibits that may be objectionable, or to order the removal of any portion of an exhibit, which in the judgement of CASA, is detrimental or detracts from the general order of the exhibits. This applies to persons, advertising, soliciting or anything of a similar nature.

EXHIBITOR BADGES

Exhibitor personnel must register and wear CASA identification badges while exhibiting or attending CASA events. Personnel must check in at CASA Registration prior to entering the exhibit hall. Prior to September 10, exhibiting firms must provide the names of personnel attending. Please call Stacey Bohlke, CASA Conference Coordinator at 209-676-2123 or E-mail at crushmarketing@yahoo.com or registration@casurgery.org.

CASA MEMBERSHIP LIST

After receipt of payment and upon your request you will receive a CASA Membership list. Stacey Bohlke, CASA Conference Coordinator, must pre-approve all mailings to CASA membership. Fax or email your draft to Stacey at 209-676-2122. At the conclusion of the conference, you will receive a completed attendee list when you return your conference evaluation.

EXHIBITOR RULES:

The booth rental is for display purposes. Any order taking and selling of products is strictly prohibited.

The exhibitor agrees to comply with all applicable provisions of the ADA and Loews Coronado.

The exhibitor shall secure any and all necessary licenses for (a) any performances, displays or other uses of copyrighted works or inventions; and (b) any use of a name, likeness, signature, voice impression or other intellectual property used directly or indirectly by the exhibitor.

All exhibit materials must conform to the fire regulations and electrical codes of the Exhibit Hall and the San Diego County fire codes.

Nothing shall be posted on, tacked on, nailed to, screwed into or otherwise attached to columns, walls, floors or other parts of the building or furniture.

No gummed surface or pressure-sensitive labels, self-adhesive stickers/labels or

advertising stickers will be permitted.

All booth personnel will be required to wear the official conference badge issued at registration. Badges and registration materials will be distributed only to registered personnel.

Any oral or written communication indicating or suggesting that CASA endorses or approves of the exhibitor's products or services is prohibited and is grounds for closing of a booth with no refund of fees to the exhibitor.

The exhibitor agrees to treat all attendees with courtesy and not to discriminate against any person for any reason.

LIABILITY AND INSURANCE

All property of the exhibitor is understood to remain under his custody and control in transit to and from all the confines of the hall, subject to the rules and regulations of CASA.

The individual exhibitor hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify, and save CASA, the Hotel, its owners, its operator, Loews Hotels, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses, or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the Hotel and its employees and agents. The individual exhibitor will obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit Agreement, in an amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage. The Group agrees to provide a Certificate of Insurance evidencing the coverage described above.

The exhibitor, on signing this, expressly releases CASA and Loews Coronado, and agrees to indemnify same against any and all claims for such loss, damage or injury. Exhibitors desiring to carry insurance on the display, products, etc., will place it at their own expense. Should the premises in which the CASA meeting is to be held become, in the sole judgment of CASA, unfit for occupancy, or should the meeting be materially interfered with by reason of action of the elements, strike, picketing, boycott, embargo, injunction, war, riot, emergency declared by government agency or any other act beyond the control of CASA, the contract for exhibit space may be terminated.

CASA will not incur liability for damages sustained by exhibitors as a result of such termination. In the event of such termination, the exhibitors expressly waive such liability and release CASA of and from all claims for damages and agree that CASA shall have no obligation except to refund the exhibitor's pro-rata share of the aggregate amounts received by CASA as rental fees for booths after deducting all costs and expenses in connection with such exhibits, including reasonable reserves for claims, such deductions being hereby specifically agreed to by the exhibitor.

LABOR

Installation and dismantling is the responsibility of the individual exhibitor.

FLOOR PLAN

CASA reserves the right to determine the final arrangement of exhibits to produce the most effective layout and to make changes to the exhibit hours as needed.

CANCELLATION

Cancellations by exhibitor prior to December 31, 2009 receive an 80% refund on booth and name badge reservations that are canceled. Cancellations by exhibitor prior to June 30, 2010 receive a 50% refund. Refunds are not available for cancellation after July 1, 2010.

We have read the exhibitor rules and agree to follow these rules as stated.

Exhibitor Name _____

Exhibitor Contact Name (Print) _____

Exhibitor Name (Sign) _____

Date _____