

90 New Montgomery Street, Suite 412 • San Francisco, CA 94105
Tel: 415-296-6952 • Fax 415-296-6901
www.socca.org • socca@iars.org

SOCCA 2019 Annual Meeting Exhibitor Rules

Terms and Conditions of Space Use

The applicant agrees to abide by all rules, requirements, restrictions, and regulations as set forth in this Agreement or as may be designated by Management, the Hotel, or the City. Failure to abide by such rules and regulations will result in forfeiture of all monies paid or due management under terms of this agreement.

Eligibility to Exhibit

Exhibits at the SOCCA Annual Meeting and Critical Care Update are intended to offer exhibitors an opportunity for one-on-one communication with meeting attendees. The purpose of exhibits is to further the education of meeting attendees through product displays and demonstration. The acceptance of a product or service for exhibit at the Annual Meeting does not constitute an endorsement by SOCCA. All medical devices and/or pharmaceuticals exhibited must have fulfilled all applicable FDA regulations and must have received approval from the FDA for the use exhibited at the SOCCA meeting.

Arrangement of Exhibits

The exhibitor agrees to manage his/her exhibits so as not to obstruct or interfere in any way with the general view or the view of the exhibits of other exhibitors, or the free passage of spectators. The decision of the Program Committee as to what constitutes such obstruction or interference shall be final.

Care of Space

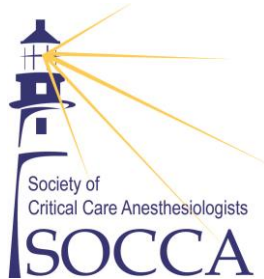
The exhibitor agrees not to deface, injure, or mar the exhibition hall of the Fairmont Queen Elizabeth or any of the furniture or fixtures contained therein and/or any of the property of whatever nature placed therein. The exhibitor shall be liable to the Association and/or the Fairmont Queen Elizabeth for any damage resulting to such exhibition hall and/or furniture and fixtures contained therein and/or such property placed therein by the Association which shall occur by reason of the commissions or omissions of any exhibitor and/or its agents, servants or employees. The exhibitor shall defend and hold harmless the Association from all claims and suits against said Association arising from the aforesaid commission omissions of the exhibitor, their agents, servants or employees. All materials used by exhibitors must conform to the requirements of the Fire Department of Montreal, QC.

Access of Space

For one hour before the public is admitted each morning, and for one hour after the exhibit hall closes to the public, exhibitor representatives with proper credentials will be permitted on the floor to perform any necessary activities. During these periods, while exhibitors are on station, cleanup personnel will be permitted into the exhibit hall. At all other times, security will permit no individual to enter or leave the exhibit hall except by authority of the Fire or Police Department of Montreal, Canada.

Conduct and Restrictions

The Program Committee reserves the right to restrict all exhibits which, because of noise, or other objectionable features, interfere with the orderly procedure of the exhibition: also to prohibit any display or procedure which in its judgment runs counter to the general character of the exhibition. Therapeutic products, or products of a therapeutic nature, which do not meet the standards of the profession will not be accepted for display. Display of prices and distribution of samples are permitted. Any sales on site on the convention floor are prohibited. Exhibitors will conduct their business within the confines of the booths they have rented.



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Liability

Exhibitor and Sponsors assumes entire responsibility and hereby agrees to protect, indemnify, and defend and hold harmless the Society of Critical Care Anesthesiologists (SOCCA), the International Anesthesia Research Society (IARS), the Hotel, General Contractor, and their employees and agents against all claims, losses and damages to persons or property, governmental charges or fines and attorneys' fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the Hotel, its employees and agents. In addition, exhibitor acknowledges that the Society of Critical Care Anesthesiologists, the International Anesthesia Research Society (IARS), the Hotel and/or General Contractor do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the exhibitor to obtain business interruption and property damage insurance covering such losses by exhibitor.

Hold Harmless Clause

The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Hotel premises and will indemnify, defend, and hold harmless the Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

Insurance

Exhibitors wishing to insure their exhibit materials, goods and/or wares of exhibits against theft, damage by fire, accident or loss of any kind, must do so at their own expense. Exhibitors are urged to take a portal-to-portal rider available at a nominal cost on their own insurance policy protecting them against loss through theft, fire, damage, etc. As a courtesy to exhibitors, perimeter watchman service for the exhibit area will be furnished by Exhibit Management during the hours deemed necessary by Exhibit Management. The furnishing of such service is in no case to be understood or interpreted by exhibitors as a guarantee to them against loss or theft of any kind.

Improper Presence

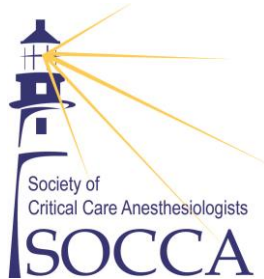
Improper conduct (i.e., representation of a product or service, or the presence of any person associated with a commercial endeavor, within the exhibit area who is not affiliated with a paid in full exhibitor) will not be permitted. Upon recognition of such conduct, the identified person committing such acts may be expelled from the exhibit area and/or the SOCCA Annual Meeting and Critical Care Update and IARS Annual Meeting and International Science Symposium. The decision of the Program Committees as to what acts constitute a breach of the above conditions shall be final, and any exhibitor shall be subject to eviction, without refund, if he/she is judged to be in violation of the aforementioned conditions.

Shipping and Handling Instructions

The General Contractor will be responsible for the unloading, delivery, reloading and processing of all exhibitors' freight shipments. They will receive and store all shipments 30 days prior to initial installation date. They will deliver exhibit material to exhibit area and place on table, then remove empty crates and place in storage. Storage tags will be available at the service desk. After returning crates at close of show, they will provide a bill of lading, shipping labels and clerical assistance in preparing the forms for outbound shipments. The Hotel is unable to accept any exhibitor materials or equipment directly.

Exhibit Personnel

All participants affiliated with exhibits must be registered. Each tabletop exhibit is allowed two complimentary registrations to the Annual Meeting (paid sessions are excluded and exhibitor personnel must register for these on their own). Each person will be issued an exhibitor's badge and must be employed by the Exhibitor or have direct business affiliation.



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Service Kits

An e-mail link to the online service kit will be sent to the contact person indicated on your Application for Exhibit Space. This kit will outline all rates and services and contain forms for securing necessary services at the meeting such as: labor, furniture and decoration rentals, electrical, cleaning, floral, photography, signs, telephone/internet, shipping and material handling instructions.

Distribution of Giveaways

Prizes, drawings, and giveaways offered by exhibitors or associations are permitted with prior written approval. SOCCA encourages creative marketing strategies; however, it asks that good judgment be used so as not to jeopardize the professional atmosphere of the meeting. Distribution of plastic or paper shopping bags, cardboard boxes and other types of containers for the collection of samples and/or literature is permitted. Product identification is also permitted.

Payment Policy

The exhibitor agrees to pay 50% of the rental fee when the Application for Exhibit Space is submitted. The remaining 50% is due on or before February 18, 2019. If the exhibitor reserves table space after February 18, 2019, the full amount of the rental fee is due with the Application for Exhibit space. Exhibitors will not be permitted to set up their display until the rental fee is paid in full. The hotel is unable to accept any exhibitor materials or equipment directly. The Hotel is unable to accept any exhibitor materials or equipment directly.

Cancellation Policy

Any exhibitor that wishes to release assigned space on or prior to February 18, 2019, and after SOCCA has processed the application, will be refunded all but \$250.00 per table space of money received by SOCCA. If cancellation is necessary after February 18, 2019, the exhibitor is responsible for the total table rental irrespective of the reason.

General

All matters and questions not covered by these Regulations are at the discretion of Management. These Regulations may be amended at any time by Management, and all amendments that may be so made, shall upon publication be equally binding upon all parties affected by them as the original Regulations.

Cancellation of Exposition

If the SOCCA Annual Meeting is postponed or rescheduled in whole or in part, for any reason, including but not limited to force majeure, the obligations of the parties to perform hereunder shall be delayed to take into account such postponement or rescheduling.

In the event that the SOCCA Annual Meeting is cancelled in its entirety, for any reason, including but not limited to force majeure, as Exhibitor's exclusive remedy, SOCCA will endeavor to refund all or a portion of exhibit fees paid by Exhibitor, after taking into consideration funds expended that are not recoverable by SOCCA. Cancellation or substitution of a particular session or program at SOCCA Annual Meeting will not be deemed a cancellation hereunder.

Electrical Power/Internet

Rates and data on electrical power, telephone connections etc. will be provided in the Exhibitor Service Manual from the decorator.