

**Company Information** 

(as you wish it to appear in the program, exhibit entrance sign, and mobile app)

Company Name

## APPLICATION/CONTRACT FOR EXHIBIT SPACE, EXHIBITOR BUSINESS SUITES, AND SPONSOR LEVEL PACKAGES

Street Address

This application and contract for exhibit space, exhibitor business suites, and sponsor-level packages is a binding agreement once booth space is assigned.

City \_\_\_\_\_ State/Province \_\_\_\_ ZIP/Postal Code \_\_\_\_\_

Contact Name				
Title		WebsitePhone		
Please refer to the <u>live floorplan</u> for booth choices:		Exhibit Booth Rates		
CHOICE BOOTH # BOOTH	SIZE TOTAL PRICE	10' x 10'	. ,	
1 BOOTH # BOOTH	\$	10' x 20'		
2	\$	20' x 20'		
3	\$	20' x 30'	. ,	
4	\$	30' x 30'		
Indicate any companies that you would pre	fer not to be near		\$04,000	
maleate any companies that you would prefer not to be near.		Upgrades Corner Reeth		
		Corner Booth\$250 (p	,	
		Two-Story Booth\$20		
Exhibitor Business Suites				
CHOICE SUITE SIZE	TOTAL PRICE	Exhibitor Business Suite Rates		
		10' x 10'	. ,	
1	\$	20' x 20'	. ,	
2	\$	20' x 40'	\$35,000	
Sponsor Level Packages				
SPONSOR LEVELS	RATE	CHOICE		
DIAMOND LEVEL	\$150,000			
PLATINUM LEVEL	\$90,000			
GOLD LEVEL	\$65,000			
SILVER LEVEL	\$35,000			
BRONZE LEVEL	\$20,000			
Terms, Agreement, and Signatu	ıre			
Upon receipt of the signed application/consent for payment, which will be due within 2024. If payment isn't received by the due a signed application/contract is received. Should an exhibitor cancel its space for any reason On or Before September 1, 2024: 50% of Exhibit B. We agree to abide by the terms and conditions of	tract and assignment of ex- 15 business days of receipt date, it may be assigned to n, it shall notify NANS in writing ooth/Business Suite/Sponsor Le on the next page, which are po	chibit space a <b>50% deposit</b> will be required. An invoice for the deposit of the invoice. All exhibit space must be paid for IN FULL by <b>Septemb</b> another exhibitor at the discretion of NANS. No exhibit space can be and pay NANS the applicable cancellation fee. Evel Fee. <b>After September 1, 2024:</b> 100% of Exhibit Booth/Business Suite/Sponsor Latt of this contract. The signer of the application for exhibit space shall be the of the exhibitor in all negotiations. This contract and any related future corresponses.	per 1, held until evel Fee. fficial	
representative of the exhibitor and shall have the	authority to act on bendii of	the exhibitor in all negotiations. This contract and any related rature correspond	aei ice	

To guarantee your exhibit space and ensure your preferred booth is reserved, please submit this form to knoonan@conventusmedia.com.



## **EXHIBITOR TERMS & CONDITIONS**

- 1. Application and Eligibility. Application for exhibit space must be submitted using the above form by NANS, contain the information as requested, and be executed by an individual who has authority to act for the applicant. This exhibition is designed for the display and demonstration of products and services relating to the practice and advancement of the art and science of neuromodulation and the professional education of those individuals attending the meeting. NANS shall determine the eligibility of any company, product, or service. NANS may reject the application of any company whose display of goods or services is not compatible, in the sole opinion of NANS, with the educational character and objectives of the exhibition. In the event an application is not accepted, any paid space rental fees or deposits will be returned.
- 2. Exhibit Booth Price. The prices for each booth are based on 10x10 increments: see pricing listed above. There will be an additional fee for corner booths. These prices include; an attendee preview list (of those attendees that opted in and consented to share their information with industry to include: name, company, city, state, zip code, country and registration type); a uniformly styled draped booth; a booth identification sign with company name; exhibitor listing in the program book, exhibit hall entrance signage, and mobile app; and exhibit hall only badges, based on booth size.
- 3. Payment Dates. No booths will be guaranteed until NANS receives full payment of the total booth fee, along with a signed contract. If full payment is not received by September 1, 2024, NANS will have the right to resell the assigned booth space. The exhibitor expressly understands and agrees that all amounts paid hereunder will be applied first to any outstanding obligations due NANS by the exhibitor, and then to the amounts due in accordance with this paragraph hereof, that any resulting arrearages must be paid within the time limits specified herein, and that NANS will have the right to cancel this agreement if the exhibitor is or becomes in arrears with respect to any outstanding obligation due NANS.
- 4. Cancellation of Booth Space. If the exhibitor notifies NANS of the exhibitor's intent to cancel the contract after acceptance but prior to September 1, 2024, a refund of 50% of the monies received will be issued per booth. No refunds will be made, or cancellations accepted after September 1, 2024. If for any cause beyond the control of NANS—such as, but not limited to, the destruction of the exhibit facilities by an act of God, the public enemy, authority of the law, fire, or other force majeure—NANS is unable to comply with the terms of this contract and deliver the space allotted hereunder, this contract shall be considered terminated and any payments made hereunder by the exhibitor shall be refunded to the exhibitor, less expenses incurred by NANS to the date of the termination allocable to the exhibitor after proration thereof among all exhibitors.
- 5. Assignment of Booth Space. The initial space draw will be based on the exhibitor's priority points total, availability of the requested area, the amount of space requested, special needs, and compatibility of the exhibitor's products with NANS's aims and purposes will be considered. NANS reserves the right to assign space other than the choice requested, if necessary, and the right to rearrange the floor plan and/or relocate any exhibit. If required, NANS will allocate booth space in compliance with social distance restrictions as mandated by the facility based upon World Health Organization guidelines and state and local regulations.
- **6. Booth, Furnishings, Equipment, and Service.** A uniformly styled exhibit booth will be furnished that consists of draped material on aluminum framework with a back wall that is 8 ft high, side rails that are 3 ft high, carpeted exhibit hall, and identification sign that is 7 in. x 44 in. Exhibit displays must not project so as to obstruct the view of the adjacent booths. In the rear 4 ft of all booths, display material or equipment can be placed to a height not exceeding 8 ft, without the consent of NANS. In the remainder of the booth, display material or equipment shall not exceed 42 in. in height. Solid walls must feature a 6 ft (1.83 m) break every 30 ft (9.14m) to allow for clean lines of sight to nearby booths.
- 7. Conduct of Exhibits. The advertisement or display of goods or services other than those manufactured, distributed, or sold by the exhibitor in the regular course of business and identified in this contract is prohibited. An exhibitor may not assign, sublet, or apportion all or any part of the contracted booth space. nor may an exhibitor permit the display, promotion, sales, or marketing of non-exhibitor products or services. Interviews, demonstrations, and distribution of literature or samples must be made within the booth area assigned to the exhibitor. Canvassing or distributing of advertising outside the exhibitor's own booth will not be permitted. There is no restriction on selling on the exhibit floor. However, exhibitors are responsible to the Internal Revenue Service for the collection and submission of the applicable state and local sales taxes for sales which occur on the exhibit floor. Exhibiting companies are permitted to distribute giveaways in accordance with the American Medical Association (AMA) Code of Medical Ethics. Contests, drawings, and raffle prizes must be of minimal value. Exhibitors may not serve or dispense food or beverages of any type from their booths or in the exhibit area without consent of NANS. Helium balloons are not allowed on the exhibit floor. No part of the display, including products, is permitted outside the exhibit space. Products and furnishings should be arranged with the safety of the exhibitors and attendees in mind. The character of the exhibits is subject to the approval of NANS. The right is reserved to refuse the applications of companies not meeting the standards required or expected, as is the right to curtail exhibits or parts of exhibits that are not in accord with the character of the meeting. Booths should be designed to draw attendees into the booths, not to encourage attendees to stand in the aisles
- 8. Installation/Dismantling. Installation. All exhibits must be set up and aisles cleared by 5 pm on Thursday, January 30, 2025, without exception. Assembly of exhibits during regularly scheduled exhibit hours will not be permitted. Beginning at 5 pm, an inspection will be made, and exhibits that obviously are not being worked on and have no representative present will be assigned to the labor contractor for uncrating and erecting to facilitate the removal of crates and the initial cleaning prior to the opening. Charges will be billed to the exhibitor. Dismantling. The following hours have been scheduled for dismantling exhibits: Saturday, February 1, 2025, from 4 pm to 11:00 pm. Dismantling exhibits before the close at 4 pm on Saturday, February 1, 2025 is strictly prohibited. Dismantling, or "preparing to dismantle," prior to the show closing will result in a \$1,000 fine, loss of 10 priority points, and a ban to exhibit at future meetings. The exhibit hall needs to be completely cleared by 11:00 pm on Saturday, February 1, 2025.
- 9. Exhibitor Services. On-site services are available to exhibitors through the official meeting contractor (hereinafter "Decorator"). An exhibitor's service kit will be provided to all exhibitors approximately 60 days in advance with complete details and deadline order dates for rental displays, additional decorating, furniture, carpeting, signs, cleaning, photography, floral, electrical, telephone, audiovisual service, drayage, labor, and shipping.
- 10. Contractor and Labor Coordination. The Decorator will have control of all inbound and outbound freight to prevent congestion in the loading and unloading area, in the aisles, and in any freight traffic area. The Decorator will have complete control of all labor hired and scheduling and coordination of labor for the purpose of the orderly setup, management, and dismantling of the exposition. It is highly recommended that the labor services of the Decorator be used for setup and dismantling. If an outside contractor is used, the following steps must be taken:
- A. NANS and the Decorator must be notified, and proof of adequate liability insurance must be given, in an amount no less than \$1,000,000 combined single limit for personal and property damage, at least 30 days prior to show setup. The booth number, name of the exhibitor, and identification of the outside contractor must be included.
- B. Check-in by all labor will be required at the labor service desk prior to the start of setup. No setup will be permitted without the authorization of the Decorator.
- C. All outside contractor personnel shall confine their activities to the booth in which they are working and will not be permitted to solicit on the floor or elsewhere in the exhibit hall.

- 11. Hospitality and Entertainment. Ancillary event requests must be completed to request meeting space at the hotel; events of any nature must be approved by NANS. No entertainment may be scheduled to conflict with any of NAN'S programs, activity hours, or exhibit hours. Companies not exhibiting are not permitted to host any independent functions.
- 12. Exhibit Staff Registration. Registration for a certain allotment of exhibit representatives will be complimentary. If name changes/substitutions are made during the meeting, an onsite \$25 service fee will be incurred. Exhibit Hall Only badges will entitle registered exhibitors' admission to the Exhibit Hall only. Exhibitors must wear badges at all times—including during setup times, exhibit hours, and dismantling—in order to enter the exhibit area. Exhibitor staff, temporary help, and setup personnel must wear exhibitor badges or other badges designated by NANS or the Decorator. Exhibit Hall only badges do not give admission to other conference functions, nor are they transferable. Booth personnel, including demonstrators, hosts, and models, are required to confine their activities within the exhibitor's booth space. All representatives, including models or demonstrators, must be properly registered, wearing badges, and properly and modestly clothed. Scanty or revealing attire is not permitted. If Exhibitors are found to be sharing badges, then it will result in a loss of priority points.
- 13. General Conference Registration. Any exhibitor who desires to attend the program sessions or any optional activities must register through regular registration online. Sponsors will receive an allotted number of full conference registration badges based upon their sponsor package level.
- 14. Unacceptable Exhibits. The exhibitor agrees not to use any displays that NANS determines, in its absolute discretion, will unreasonably endanger the person or property of the attendees or of the exhibitors, are in bad taste, are liable to discredit or subject NANS to criticism or legal liability, are inconsistent with the stated purposes of NANS and the interest and welfare of its members, are inimical to the property rights of NANS, or violate the booth regulations or any other provision of this contract. In the event NANS determines at any time that any exhibit may or does violate this contract and the exhibitor is unable or unwilling to cure or correct such violation, NANS may terminate this agreement immediately and forbid erection of the exhibit or may remove or cause the exhibit to be removed at the exhibitor's expense, and the exhibitor hereby waives any claim for refund of the exhibit both or other damages arising out of such termination and/or exhibit removal. Any exhibitor who is uncertain as to whether an exhibit is in compliance with all applicable regulations and requirements should contact NANS.
- 15. Insuring Exhibits. Exhibitors are encouraged to insure their exhibits, merchandise, and display materials against theft, fire, etc., at their own expense. It is required by NANS that the exhibitor contact the exhibitor's insurance broker and obtain all-risk insurance covering exhibit property while absent from home premises for exhibit purposes, or a rider to the exhibitor's existing policy covering same. Neither the hotel/facility, NANS, nor the Decorator will be responsible for loss or damage to any property in storage, in transit to or from the hotel/facility, or while in the hotel/facility nor any loss of income as a result of any reduced sales due to such loss or damage. All property of the exhibitor will be deemed to remain under the exhibitor's custody and control in storage, in transit to or from, or within the confines of the exhibit hall, even though it may at times be under the temporary control or direction of NANS or the Decorator.
- 16. Liability for Damages or Loss of Property. Perimeter security is provided by NANS on a 24-hour basis from move in through move out. Notwithstanding the guard service provided by NANS for purposes of general security in the exposition premises, the exhibitor shall protect, indemnify, and hold harmless NANS, the hotel/facility, and the Decorator from any and all liability, loss, damage, or expense by reason of any injury or injuries sustained by any persons or property or loss of property or income that might be derived therefrom occurring in or about the exposition premises or entrances thereto or exits there from, including that caused by or resulting from the negligence of NANS. The hotel/facility shall not be responsible or liable for any injury, loss, or damage to any property or person brought in by the exhibitor or otherwise located in the exposition premises.
- 17. Use of Space A/V, Lights, Music, Photography, etc.
- A. Exhibitor lighting must be limited to the confines of the booth space. No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring exhibit booths or guests. Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring exhibit booths or guests. No pyrotechnics, strobe light effects or lasers are permitted. Lighting with other specialized effects must be submitted to NANS for approval.
- B. Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- C. Loudspeakers or operation of equipment that is of excessive sound volume to be annoying to neighboring exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- D. Exhibitors are responsible for maintaining compliance with the appropriate music-licensing organizations for all music played in conjunction with an exhibit.
- E. Only the official meeting photographer may take photographs or videotape in the Exhibit Hall. By registering, exhibitors acknowledge the possibility of being photographed or filmed and give NANS consent to potentially use your image for marketing or promotional purposes. Exhibitors are prohibited from taking videos or photographs on the show floor, including the use of cell phone cameras. Violators will be removed, and the responsible party's company will incur the loss of priority points.
- 18. Failure to Occupy Space. Any space not occupied at the hotel by 5 pm on Thursday, January 30, 2025, shall be forfeited by the exhibitor, and space may be resold, reassigned, or used by NANS without refund, unless a request for delayed occupancy has received prior approval by NANS.
- 19. Fire Regulations. No exhibitor shall use any flammable decorations or coverings, and all fabrics or other materials used shall be flameproof.
- 20. Advertising Material. The use or distribution of any souvenirs during the meeting shall be subject to prior written approval by NANS. Such material shall be submitted to NANS for approval 60 days prior to the meeting. Except as otherwise provided, NANS will not endorse, support, or be liable for the claims made to the qualities or merits of their products or services, and no advertising or mention will indicate, claim, suggest such endorsement or support. All handouts must be distributed within the exhibit booths. The NANS name, insignia, logo, and acronym are proprietary marks and may not be used in signs, advertising, or promotions in any media or product literature inside or outside of the exhibit area before, during, or after the meeting without prior written approval from NANS. Exhibitors will be provided with a NANS Exhibitor logo to use for advertising.
- 21. Device/Drug/Equipment Demonstrations. Device/drugs/equipment for demonstrations must not pose a safety hazard. All products exhibited must be presented and marketed in strict compliance with all federal, state, and local laws pertaining to the labeling and marketing of medical devices and drugs. Devices/drugs awaiting FDA approval (i.e., those qualifying for an Investigational Device Exemption) including but not limited to PMA (premarket approval) and 510(k) devices must be identified to NANS as such at the time of application for exhibit space. Documentation of compliance with all applicable FDA guidelines relating to the marketing and promotion of investigational devices must be submitted to NANS upon application submission:
- A. Exhibitor notifies and identifies the medical device to NANS
- B. Certify to NANS that a 510(k) application has been filed
- C. Exhibitor is required to display in plain view in their booth that they have applied for but not yet received FDA approval. Devices/drugs presented for marketing outside the United States must be clearly and conspicuously labeled as such so as not to cause confusion or possible misrepresentation.
- Failure to meet marketing and labeling standards will result in the removal of the device/drug in question from the exhibit hall or forfeiture of exhibit space.
- 22. Priority Point Policy. Please refer to the <u>NANS priority point policy</u> for details on the assignment of points to exhibitors.
- 23. Miscellaneous. NANS shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors and this exhibition. Any and all matters not specifically covered herein are subject to a decision by NANS. These terms and conditions may be amended at any time by NANS upon written notice to all exhibitors. The exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by NANS from time to time. This contract shall be interpreted under the laws of the United States and of the state of Illinois.