

## The Aesthetic Meeting - Exhibitor Agreement

The Aesthetic Society and The Aesthetic Surgery Education and Research Foundation (hereinafter "we", "us", or other like terms) annually host The Aesthetic Meeting (hereinafter "the event"), which provides aesthetic educational events, live and virtual for invited individuals (hereinafter "attendees"). As the exhibitor identified below (hereinafter "you" or "your"), you have certain responsibilities to us, our event contractors, our attendees, other exhibitors, and to the event venue.

### Your Responsibilities to Us

- 1.1 **Exhibiting Is by Invitation Only.** We reserve the right to refuse exhibit space to anyone.
- 1.2 **Your Booth is Your Space Only.** You may not purchase exhibit space to provide to, or on behalf of, another entity or exhibitor. Exhibit space may be used only by the entity identified on the exhibitor contract. You may not have, within your space, representatives, materials or signage from other entities or exhibitors, including but not limited to your distributors, affiliates, subsidiaries or parent companies.
- 1.3 **Assigning Exhibit Space.** Although we will attempt to accommodate your location preferences, exhibit space will be assigned at our discretion. Factors considered by us, in order of importance, include: (1) participation in our Premier and Alliance Partner programs, (2) your past participation in our meetings, (3) the date your contract and deposit are received, (4) your requested space, including proximity to other specifically-named exhibitors (exclusions by broad categories will not be honored), (5) the number of booths you are requesting, and (6) the type of product or service you offer.
- 1.4 **Relocation.** We may relocate you, in our discretion and subject to space availability, if you change your booth requirements or you request to be located further from a perceived competitor.

### Your Contract with Us for Exhibit Space

- 2.1 **Pricing.** Exhibit spaces are priced by square footage and location depending upon whether you are requesting inline booths, premium corner booths, or island booths. Contact our Director of Exhibits [erika@theaestheticsociety.org](mailto:erika@theaestheticsociety.org) for details.
- 2.2 **Payments.** Your payment must accompany your booth space request. Payments are:  
50% upon signing  
75% by October 1<sup>st</sup>, 2022  
100% by February 17<sup>th</sup>, 2023
- 2.3 **Missed Payments.** If you miss a payment, we will charge a late fee of \$200 per 100 sq. ft of your contracted booth space, which charge you agree is reasonable. If you do not bring your account current within 10 calendar days after the missed payment, we shall regard it as a cancellation request and your booth space will be returned to our general inventory and no refund will be issued.
- 2.4 **Cancellation Requests.** All cancellation requests must be in writing and sent to [erika@theaestheticsociety.org](mailto:erika@theaestheticsociety.org). Requests must be received no later than January 31, 2023. If received by this deadline we will refund your payments less an administrative fee of 25% of the total booth charge. You will not be entitled to any refund if you cancel your booth space after January 31, 2023 or if you do not show up at the meeting (no-show).
- 2.5 **Booth Space Reductions.** If you request in writing that we reduce your contracted booth space, we will charge an administrative fee of 25% of the originally confirmed total booth cost.

### Your Responsibilities to Our Attendees

- 3.1 **Health and Safety.** Our priority is the health, wellness and safety of you and our attendees. Accordingly, our meetings will be organized according to all local, state and federal health guidelines, with which you agree to abide, and which guidelines may be modified according to guidance we receive at the time of our events.
- 3.2 **Product Sales.** If legal under local, state, and federal law, and permitted by the venue, we will permit you to sell, place orders and deliver your products. Your determination of legality will not be binding upon us, however, and we reserve the right to make our own determination in our reasonable discretion. All transactions must be conducted in a professional manner without any false, deceptive, or misleading sales tactics. You must issue a receipt for all transactions. For security reasons, cash transactions are discouraged.
- 3.3 **FDA Approval.** You must provide accurate and current information to attendees on your product's FDA regulatory status. Any mention of your product name accompanied by usage or indication instructions shall be deemed a product advertisement subject to our approval. Any signage indicating your product is not FDA approved, or that approval is pending, shall appear in a minimum of 72-point font.
- 3.4 **Advertising and Signage.** We reserve the right to approve all advertising and signage used by you, and to remove any signage which in our sole discretion is physically intrusive to other exhibitors, is false, deceptive, or misleading, or is offensive or demeaning to anyone, including us, our attendees, other exhibitors, or other societies.
- 3.5 **Protection of CME.** Your personnel and representatives are not allowed to access the educational sessions for promotional purposes such as passing out flyers or soliciting sales. Violators will be subject to penalties as determined by us.
- 3.6 **Medical Privacy.** Photography during educational sessions is strictly prohibited. Your personnel and representatives are expected and required to maintain any revealed patient details and images in the strictest of confidence.
- 3.7 **ADA Compliance.** You are responsible for compliance with the Americans with Disabilities Act within your booth and assigned space. For more information, refer to the U.S. Department of Justice ADA Information website: [www.usdoj.gov/crt/ada/infoline.htm](http://www.usdoj.gov/crt/ada/infoline.htm)

### Your Responsibilities to Other Exhibitors

- 4.1 **Equal Access.** You are entitled to spend time with attendees without undue influence from nearby exhibitors. We regard the following behaviors as undue influence.
  - 4.1.1 **Aisle Solicitation.** Your personnel and models must remain within the confines of your booth. Do not solicit prospective customers in the aisle, especially if they are obviously walking to a different booth.
  - 4.1.2 **Unapproved Offers.** Drawings, raffles, surveys, polls, quiz-type contests, giveaways or other free or special convention offers of any type will not be permitted without our prior permission.
  - 4.1.3 **Loud and Obtrusive Behavior.** You may not intrude upon discussions between nearby attendees and exhibitors with your own loud or obtrusive behavior.
  - 4.1.4 **Noise, Odors or Hazards.** Booth activities producing potential hazards, or elevated noise or odors unpleasant to us or nearby exhibitors, will not be allowed. Your sound level should not cause nearby attendees or exhibitors to raise their voices so as to be heard.
  - 4.1.5 **Unapproved Food or Beverages.** You may not offer or dispense any food or beverages at the event without our prior written approval.

- 4.1.6 **Excessive Personnel.** Although we issue 6 badges per 100 sq. ft. of booth space, you may have a maximum of 4 representatives present in your booth at any given time. *Children under the age of 18 are not permitted at any time.*
- 4.1.7 **Protruding Displays.** You may not use promotional displays that physically extend beyond the assigned boundaries of your booth space.
- 4.1.8 **Personnel and Models.** Representatives must be dressed professionally. Models must be dressed appropriately. All medical undergarments must be worn over a full body leotard.
- 4.1.9 **Trespassing.** You may not enter another exhibitor's space uninvited or when the booth is unattended.
- 4.1.10 **Pilfering.** You may not remove literature from another exhibitor's booth without their permission, and you may not ask surgeons to pick up such literature for you.
- 4.1.11 **Premature Dismantling.** We will deduct 5 booth points if you dismantle early.
- 4.2 **Disruptive Behavior.** Any unlawful or disruptive behavior will result in your expulsion from our event, with no refund.
- 4.3 **Violations.** We reserve the right to impose penalties for your violations, including warnings, removal of signage, loss of booth points, ineligibility to exhibit at future events, and immediate expulsion, in our sole discretion.

Violations will be enforced as follows:

- 1st violation will result in a written warning
- 2nd violation will result in loss of one booth point
- 3rd violation will result in loss of 1/2 of accumulated points
- 4th violation will result in loss of all points and eligibility to exhibit at future The Aesthetic Society/ASERF Meetings

### Mutual Responsibilities

- 5.1 **Security.** We will provide 24-hour general security during the event. If you experience any losses or security problems, you agree to promptly notify our Director of Exhibits and/or our Executive Director.
- 5.2 **Venue Rules and Regulations.** The venue posts its own Rules and Regulations, which apply to us and to you. It is your responsibility to read, familiarize yourself, and be in compliance at all times with the venue's requirements.
- 5.3 **Indemnification.** You assume full responsibility for your actions and those of your personnel and your agents at our event. You agree to protect, indemnify, hold harmless and defend us at your own expense, as well as our show management company, its subcontractors, the venue, and our respective employees and agents, against any claims, losses, or damages, including reasonable costs and attorney fees, resulting from your actions at our event.
- 5.4 **Insurance.** You agree to maintain sufficient liability insurance to cover all of your potential liabilities during the event.
- 5.5 **Force Majeure.** If any act of God, war, terrorist act, disaster, strike, pandemic, civil disorder, or other comparable emergency beyond our control makes it illegal, impossible, or impracticable for us or the venue to hold the event, we will cancel the event and notify you in writing. In exchange for our refunding to you all of your prepaid fees, you hereby waive any and all claims against us and the venue due to such cancellation.