

NEW ENGLAND SURGICAL SOCIETY

# 98<sup>th</sup> Annual Meeting

SEPTEMBER 8-10, 2017

OMNI MOUNT WASHINGTON | BRETTON WOODS, NH

## *Industry Prospectus*



NESURGICAL.ORG



Dear Industry Partner:

On behalf of the New England Surgical Society (NESS), let me personally invite you to support the NESS Annual Meeting being held September 8 – 10, 2017, at the Omni Mount Washington Hotel in Bretton Woods, NH. We anticipate a robust program and of course a wonderful meeting setting in the midst of New England foliage season. I hope you will join us for this event!

The 2017 Scientific Program Committee is chaired by Dr. Dougald C. MacGillivray, as well as Executive Committee members Drs. David E. Clark, Anne C. Larkin, Bruce J. Leavitt, Walter E Longo, and Robert J. Touloukian. We will produce a program that will allow participants to: 1) assess their current practices vis-à-vis reported research results; 2) utilize results of research studies to select appropriate surgical procedures and interventions for their own patients; and 3) integrate state-of-the-art knowledge into their current practice. And beyond this exchange of surgical knowledge, the NESS recognizes that another advantage of its meeting is the social interaction among colleagues with the chance to swap experience, opinion, and the latest news of friends. Don't miss this powerful opportunity for your company to interact directly with the premier surgeons in New England.

This industry prospectus gives you the necessary information to participate in and support the NESS Annual Meeting. Please contact the NESS office if you have any questions.

I look forward to seeing you in Boston and thank you for your support of our educational efforts.

Sincerely,

Bruce J. Leavitt, MD  
President  
New England Surgical Society



## **EXHIBITOR OPPORTUNITIES**

### **SPACE ASSIGNMENT AND RENTAL FEE**

Your exhibit fee of \$3,000 includes the following:

- ✓ One 8' x30" table top
- ✓ Two chairs
- ✓ Two registrations
- ✓ Program Guide listing

Each space is a **TABLETOP ONLY** display. No free standing floor displays will be permitted. Standing equipment may be used **in lieu** of a table, but requests must be sent in writing to the Society's office for approval.

Space assignment is based on the order of application receipt. If two applications are received at the same time, priority will be given to sponsors of the meeting. Space will be assigned and confirmed after June 16, 2017. Exhibitors wishing to avoid assignment of space adjacent to a particular company should indicate this on their application. Careful consideration will be given to such requests. The Society has the right to alter the Floor Plan at any time and will inform all affected exhibiting companies accordingly.

### **EXHIBIT DATES AND HOURS\***

Friday, September 8, 2017	8:00 a.m. – 11:00 a.m.	Exhibit Set up
	12:00 p.m. – 3:00 p.m.	Exhibit opens and includes Coffee Break
	2:30 p.m. – 3:00 p.m.	Coffee Break
	6:00 p.m. – 7:00 p.m.	Welcome Reception** (not in Exhibit Hall)
Saturday, September 9, 2017	7:00 a.m. – 11:00 a.m.	Includes Continental Breakfast
	10:10 a.m. – 10:40 a.m.	Coffee Break
Sunday, September 10, 2017	7:00 a.m. – 10:00 a.m.	Includes Continental Breakfast
	10:00 a.m. – 1:00 p.m.	Exhibit Break Down

*\*Times are subject to change based on the final program*

*\*\*All Exhibitors are invited to attend*

All continental breakfast and breaks will take place in the exhibit hall. There will also be a Welcome Reception taking place on Friday, September 25, 2015 from 6:00 – 7:00 pm that all registered Exhibitors are encouraged to attend.

### **LOCATION OF EXHIBITS**

The exhibits as well as the scientific posters will be located in the Presidential Ballroom, adjacent to the Scientific Sessions that will be located in the Grand Ballroom.

### **ADDITIONAL REGISTRATION BADGES**

Each exhibit space includes 2 registrations for your company. You may register additional industry personnel at the price of \$100 per badge. Industry registration includes Scientific Sessions, Coffee Breaks and the Welcome Reception. All participants affiliated with exhibits must be registered. Each person will be issued an exhibitor's badge and must be employed by the Exhibiting Company or have a direct business affiliation.

### **APPLICATION AND DEPOSIT**

Your exhibitor application must be accompanied by 50% of the amount due in order to reserve space. The balance of the amount due must be paid in full by June 16, 2017. Credit card information or checks (in U.S. funds only) should be sent to:

NESS  
500 Cummings Center, Suite 4400  
Beverly, MA 01915  
Fax: 978-524-0461, secure line



## EXHIBITOR GUIDELINES

### GENERAL

All matters and questions not covered by the regulations are subject to the decision of NESS. "The Society" or "NESS" shall mean the New England Surgical Society, its committees, agents or employees acting for the management of the Scientific Meeting and Exhibition.

### NATURE OF EXHIBITION

The NESS Annual Meeting includes a scientific exhibit designed to provide a showcase of products and services either specifically designed for, or customarily used in, purchasing or delivery of general surgery.

NESS reserves the right to refuse rental space to any company whose products and services are not, in the opinion of the Society, compatible with the mission of NESS and the objectives of the NESS exhibition. The Society does not guarantee that any space will be available to any applicant. If space is not available, a waiting list will be held in the order of receipt of application and 50% deposit. NESS will either apply payment for the following year or refund all payments received in the event space does not become available. This will occur two weeks after the meeting.

No drawings, raffles or quiz-type contests of any type will be permitted. No bags or containers for collection of samples are to be distributed by Exhibitors. This applies to any envelope, folder or portfolio, box, etc., that provides carrying space for more than a single sample. Electrical or other mechanical apparatus must be muffled so the noise does not interfere with other exhibitors. Character of the exhibits is subject to the approval of the Society. The right is reserved to refuse Applications, which do not meet standards required or expected, as well as the right to curtail exhibits or parts of exhibits, which conflict with character of the meeting. This applies to displays, literature, advertising, novelties, souvenirs, conduct of persons, etc.

### INSURANCE

The exhibitor and New England Surgical Society each agrees to carry adequate personal property, liability and other insurance protecting itself against any claims arising from any activities conducted in the Omni Mount Washington Hotel during the meeting/convention. Upon request, either party shall provide a certificate evidencing such insurance to the requesting party. The Omni Mount Washington Hotel and NESS shall not be responsible for the security of exhibits, presentation materials or other personal property of exhibitors, unless Seaport or NESS has otherwise agreed to accept such responsibility in writing. The exhibitor acknowledges that the Omni Mount Washington Hotel and NESS, its owners and operator do not maintain insurance coverage covering such exhibits, materials or personal property.

### MUTUAL INDEMNIFICATION

To the fullest extent permitted by law, Exhibitor agrees to protect, indemnify, defend and hold harmless NESS and their agents and the Hotel, and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), arising out of or relating to the Event that is the subject of this Agreement to the extent such Claims are caused by the negligence, gross negligence or intentional misconduct of the Exhibitor, agents, or contractors; provided, however, that nothing in this indemnification shall require Exhibitor to indemnify NESS and its agents or the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. To the fullest extent permitted by law, NESS and its agents and Hotel agree to protect, indemnify and hold harmless Exhibitor, its owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Exhibitor Indemnified Parties"), from and against any and all Claims arising out of or relating to the Event that is the subject of this Agreement to the extent such Claims are caused by the negligence, gross negligence or intentional misconduct of NESS, its agents, and Hotel; provided, however, that nothing in this indemnification shall require NESS and Hotel to indemnify any of the Exhibitor Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the NESS and Hotel Indemnified Parties. The party found to be at fault or responsible for any Claim will be required to indemnify the other party as provided in this section. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party.



## FIRE PROTECTION

All material used in the exhibit area must be flame-proofed and fire-resistant in order to conform to the local fire ordinances and in accordance with regulations established by the local Fire Department. Crepe paper or corrugated paper, flame-proofed or otherwise, will not be permitted. Paper is not to be used in crating merchandise. Display racks, signs, spotlights, and special equipment must be approved before use, and all displays are subject to inspection by the Fire Prevention Bureau. Any exhibits or parts thereof found not to be fireproof will be dismantled. All aisles and exits must be kept clear at all times. Fire stations and fire extinguisher equipment are not to be covered or obstructed.

## SECURITY

The Exhibit area will be secured each night. The safekeeping of the Exhibitor's property shall remain the responsibility of the Exhibitor. The New England Surgical Society assumes no responsibility for any losses sustained by the Exhibitor.

## TERMS IN CASE OF DEFAULT

If any exhibitor or partner fails to pay, when due, any sum agreed upon, or if any exhibitor or sponsors fails to meet any term or condition of the application, or fails to observe and abide by these Rules & Regulations, NESS reserves the right to terminate the contract immediately without refund of any monies previously paid. In any case, no refunds will be made on or after June 16, 2017.

## EXHIBIT SERVICE KIT

The Service Kit will be available approximately three month before the start of the meeting and will provide you with complete information regarding:

- Shipping
- Utility services
- Personnel registration
- Pre-registration mailing labels
- Program guide product description requirements
- Hotel reservations
- Any additional information needed during installation, exhibiting and dismantling of your exhibit

## CHANGES

All times, program schedules and floor plans in this prospectus are subject to change. All changes will be communicated in subsequent material.

## PRELIMINARY PROGRAM

The NESS Preliminary Program will be posted on the NESS website as soon as it is available.



### SPECIAL NEEDS

Please contact the NESS office if you have a disability, which requires special accommodations.

## PAST EXHIBITORS

ACell, Inc.	Forest Laboratories	Microline Surgical
Actavis, Inc.	Genomic Health, Inc.	Nathaniel Group
Atrium Medical Corp.	Gore & Associates	Novadaq Technologies, Inc.
Baxter	Hospira	Pacira Pharmaceuticals
BK Medical/ Analogic Ultrasound	InaVein	Photonic
Cadence Pharmaceuticals	Integra Lifesciences	rEVO Biologics
Covidien	Lifecell Corporation	Synovis Surgical Innovations
CSL Behring US	Mallinckrodt Pharmaceuticals	The Medicines Company
Davol Inc.	Medtronic	Transonic Systems
Ethicon	Merck	

## PROFESSIONAL REGISTRATION STATISTICS

<b>2016</b>	285	<b>2014</b>	216	<b>2012</b>	284
<b>2015</b>	258	<b>2013</b>	261	<b>2011</b>	253
				<b>2010</b>	215

## CONTACT INFORMATION

### EXHIBIT OPPORTUNITIES:

Yvonne Grunebaum, CEM  
Director of Industry Relations [industry@nesurgical.org](mailto:industry@nesurgical.org)  
Phone: (978) 927 - 8330

### SPONSORSHIP/GRANT OPPORTUNITIES:

Jon Blackstone  
Executive Director



## Annual Meeting Exhibit Space Application

Please complete all sections of this application and either type or print in each section. Sign and return both sides either with a check payable in US Dollars to NESS, 500 Cummings Center, Suite 4400, Beverly, MA 01915, USA or fax both sides with a credit card number to 978.524.0461. Applications received prior to June 16, 2017 must include at least a 50% deposit. On or after June 17, 2016 payment in full of the total commitment is due. Confirmations and space assignments will be sent after June 16, 2017. All financial transactions including payments and refunds are in US Dollars.

### CONTACT INFORMATION

Contact Person: This person will receive all correspondence pertaining to this meeting.

Title

Telephone number

Fax number

Email address

Company Name

Street Address

City/State/Zip/Country

Web Address

### EXHIBIT SPACE

# of booth(s) \_\_\_\_\_ x \$3,000 = \$ \_\_\_\_\_

Location preferences: (List Table Numbers)

1<sup>st</sup> Choice \_\_\_\_\_ 2<sup>nd</sup> Choice \_\_\_\_\_ 3<sup>rd</sup> Choice \_\_\_\_\_

We would like to be near \_\_\_\_\_

We would not like to be near \_\_\_\_\_

Please send your 50 word Company Product Description to [industry@nesurgical.org](mailto:industry@nesurgical.org) upon submission of your application.

**PAYMENT METHOD:** Please note that as part of our compliance we can no longer accept credit card numbers via e-mail. This policy is designed to increase data security for cardholders and merchants. Emails received containing credit card information will be blocked. Please use the following methods of payment:

☐ Check amount enclosed: \$ \_\_\_\_\_  
(US banks only)

☐ **Secure Fax:** + 978.524.0461 **This form must be faxed if credit card number is showing. DO NOT EMAIL.**

**CREDIT CARD** ☐ MasterCard ☐ Visa

Amount to be charged: \$ \_\_\_\_\_

Credit Card Number

Expiration Date

Security Code (3 digits on front or back of card)

Name as it appears on credit card

Cardholder's Signature

☐ Please check if credit card billing address is same as contact information at the top of the form.

☐ If billing address is not the same please enter below.

☐ **WIRE TRANSFER – Please call our offices at +978.927.8330 for wiring information.**

WE AGREE TO ABIDE BY ALL RULES AND REGULATIONS SET FORTH IN THE PROSPECTUS AND THIS APPLICATION (FRONT AND BACK). ACCEPTANCE OF THIS APPLICATION BY SHOW MANAGEMENT CONSTITUTES A CONTRACT. CONFIRMATION WILL BE SENT ON OR AFTER JUNE 16, 2017

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

## ANNUAL MEETING EXHIBIT SPACE APPLICATION (Page 2)

### NESS ANNUAL MEETING ♦ September 8-10, 2017• Omni Mount Washington Hotel, Bretton Woods, NH

The New England Surgical Society and its authorized representatives are hereinafter referred to as "Show Management."

**1. PAYMENT AND REFUNDS.** Applications submitted prior to June 16, 2017 must be accompanied by a deposit in the amount of 50% of the unit fee. 100% of the total commitment due must be paid by June 16, 2017. Applications submitted after June 16, 2017 must be accompanied by payment IN FULL. Applications received without such payment will be processed but space assignments will not be made.

If Show Management receives a written request for cancellation of space in whole or in part on or before June 16, 2017, the exhibitor will be liable for a 25% processing fee. For cancellations in whole or in part received after June 16, 2017, no refunds will be issued.

It is expressly agreed by the exhibitor that in the event he fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by him for his space reservation, regardless of whether or not the Show Management enters into a further lease for the space involved.

**2. SPACE RENTAL AND ASSIGNMENT OF LOCATION.** Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. **SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.**

**3. USE OF SPACE, SUBLETTING OF SPACE.** No exhibitor shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted.

Exhibitors must show only goods manufactured or dealt by them in the regular course of business. Should an article of non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

**4. EXHIBITORS AUTHORIZED REPRESENTATIVE.** Each exhibitor must name one person to be his representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, children sixteen (16) years of age and under will not be admitted to the exhibit halls at any time.

**5. INSTALLATION AND REMOVAL.** Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Installation of all exhibits must be fully completed by the opening time of the exposition.

Any space not claimed and occupied three hours prior to opening, may be resold or reassigned without refund. No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the Show.

**6. ARRANGEMENT OF EXHIBITS.** Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition.

**Exhibitor Plan Review.** Booth construction plans and layout arrangements for first-time exhibitors, exhibits in peninsula or island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

**7. EXHIBITS & PUBLIC POLICY.** Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. Electrical wiring must conform with the National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at exhibitor's expense.

Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will be made available for such purpose. If unusual equipment or machinery is to be installed or if appliances that might come under fire codes are to be used the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City and State fire regulations.

Independent contractors must conform to IAEE, ESCA and ED&PA guidelines. All exhibitor labor must comply with established labor jurisdictions.

**8. STORAGE OF PACKING CRATES AND BOXES.** Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period, but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty" because of the lack of storage facilities, it may be necessary to store empty crates and cartons outside the building. Every effort will be made to protect the crates from the elements, but neither Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. Exhibitors will be billed by Show Contractors for removal time and materials at prevailing rates.

**9. OPERATION OF DISPLAYS.** Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, are determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so-called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

**Direct Sales.** No retail sales are permitted within the exhibit area at any time, but orders may be taken for future delivery.

**Contests, Drawings & Lotteries.** All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the exposition.

**Literature Distribution.** All demonstrations or other activities must be confined to the limits of the exhibitor's booth space. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

**Live Animals.** Live animals are prohibited.

**Models.** Booth representatives, including models or demonstrators, must be properly and modestly clothed. Excessively revealing attire is prohibited. **Sound.** Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens.

**10. SOCIAL ACTIVITIES.** Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management.

**11. INSURANCE.** The exhibitor and New England Surgical Society each agrees to carry adequate personal property, liability and other insurance protecting itself against any claims arising from any activities conducted in the Omni Mount Washington Hotel during the meeting/convention. Upon request, either party shall provide a certificate evidencing such insurance to the requesting party. The Omni Mount Washington Hotel and NESS shall not be responsible for the security of exhibits, presentation materials or other personal property of exhibitors, unless Seaport or NESS has otherwise agreed to accept such responsibility in writing. The exhibitor acknowledges that the Omni Mount Washington Hotel and NESS, its owners and operator do not maintain insurance coverage covering such exhibits, materials or personal property.

**12. INDEMNIFICATION.** To the fullest extent permitted by law, Exhibitor agrees to protect, indemnify, defend and hold harmless NESS and their agents and the Hotel, and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), arising out of or relating to the Event that is the subject of this Agreement to the extent such Claims are caused by the negligence, gross negligence or intentional misconduct of the Exhibitor, agents, or contractors; provided, however, that nothing in this indemnification shall require Exhibitor to indemnify NESS and its agents or the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

To the fullest extent permitted by law, NESS and its agents and the Hotel agree to protect, indemnify and hold harmless Exhibitor, its owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Exhibitor Indemnified Parties"), from and against any and all Claims arising out of or relating to the Event that is the subject of this Agreement to the extent such Claims are caused by the negligence, gross negligence or intentional misconduct of NESS, its agents, and the Hotel; provided, however, that nothing in this indemnification shall require NESS and the Hotel to indemnify any of the Exhibitor Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the NESS and Hotel Indemnified Parties. The party found to be at fault or responsible for any Claim will be required to indemnify the other party as provided in this section. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party.

**13. CARE OF BUILDING AND EQUIPMENT.** Exhibitors will be held liable for any damage caused to the hotel property, and no material or matter of any kind shall be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors, or other parts or portions of the hotel building or furnishings. Whatever may be necessary to properly protect the building, equipment or furniture will be installed at the expense of the Exhibitor.

**14. AMERICANS WITH DISABILITIES ACT.** Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless Show Management and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

**15. OTHER REGULATIONS.** Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management.

**SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATION, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**

DATE

AUTHORIZED SIGNATURE

TITLE

# NESS 17 Exhibit Hall Floor Plans

## Presidential Ballroom

