

# REGISTRATION FORM

## North American Neuromodulation Society | Sheraton New York Times Square Hotel

### Application for Exhibit Space

Exhibit dates: August 23–26, 2018

We understand that space will be rented by the following rates:

8' x 10' \$2,700  
16' x 20' \$10,000

Selection(s): \_\_\_\_\_

Total: \_\_\_\_\_

We understand that all space must be paid for in full by July 23, 2018. If assigned space is not paid for in full by the specified date, it may be assigned to another exhibitor at the discretion of the North American Neuromodulation Society.

We agree to abide by the terms and conditions printed on the next page, which are made part of this contract. This is not a binding contract until signed by Chris Schroll on behalf of NANS.

After referring to the floor plan on page 3, indicate preferred booth number.

1st choice \_\_\_\_\_

2nd choice \_\_\_\_\_

3rd choice \_\_\_\_\_

4th choice \_\_\_\_\_

List companies that you would prefer not to be near.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List the products that will be exhibited.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please submit electronically, in 50 words or fewer, a description of your products or services to be exhibited, exactly as you want the information to appear in the conference program book. Submit to [cschroll@neuromodulation.org](mailto:cschroll@neuromodulation.org) along with this form.

### Please print or type.

Firm name \_\_\_\_\_

(*exactly as you wish it to appear in printed program and on exhibit sign*)

Street Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Fax\* (\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

Web Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

(first)

(last)

Title \_\_\_\_\_

*\*I understand that by providing the fax number listed above, on behalf of the company specified above, I am authorized to and hereby consent for the company to receive faxes sent by or on behalf of NANS.*

The signer of the application for exhibit space or person designated below, if different, shall be the official representative of the exhibitor and shall have the authority to certify representatives and act on behalf of the exhibitor in all negotiations. This contract and related future mailings will be addressed to the signer (or designee indicated below, if different).

Name \_\_\_\_\_

(first)

(last)

Title \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

(if different from above)

City, State, ZIP \_\_\_\_\_

Mobile (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Onsite Contact \_\_\_\_\_ Mobile (\_\_\_\_) \_\_\_\_\_

E-mail \_\_\_\_\_

### To guarantee your exhibit space:

1. Fax this completed form to 888.374.7259.
2. Make a copy for your records.
3. Return the original with the appropriate fee per booth to:

#### NANS Meeting Exhibits

**PO Box 3781**

**Oak Brook, IL 60522**

Make checks payable to **North American Neuromodulation Society (NANS)** or charge the following account:

Visa  MasterCard  American Express  Discover

Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

Signature (required) \_\_\_\_\_ V-Code (3-4 digits

on back of card)

Note: A 3% credit card processing fee will be charged to all orders more than \$5,000.

Questions may be directed to [cschroll@neuromodulation.org](mailto:cschroll@neuromodulation.org).

## North American Neuromodulation Society Terms and Conditions

**1. Application and Eligibility.** Application for exhibit space must be made on the printed form by NANS (hereinafter "the Society"), 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 Society's Meeting. The Society shall determine the eligibility of any company, product, or service. The Society may reject the application of any company whose display of goods or services is not compatible, in sole opinion of the Society, 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 as follows: \$3,000 for each 8' x 10' booth; and \$10,000 for each 16' x 20' booth. These prices include discounted rates on advertising in the meeting program book; an attendee list; a uniformly styled draped booth; an identification sign; a listing in the conference program book; and 2 complimentary registrations with 6' tabletop, 4 complimentary registrations with 8' x 10' booth, and 8 complimentary registrations with 16' x 20' booth. Badges for spouses are charged against each company's badges-per-booth allotment.

**3. Payment Dates.** No booths will be guaranteed until the Society receives full payment of the total booth fee, along with a signed contract. If full payment is not received by July 23, 2018, the Society 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 the Society 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 the Society will have the right to cancel this agreement if the exhibitor is or becomes in arrears with respect to any outstanding obligation due the Society.

**4. Cancellation of Booth Space.** In the event that the exhibitor notifies the Society of the exhibitor's intent to repudiate the contract after acceptance but prior to June 1, 2018, a full refund of monies received, minus a \$500 administrative fee, will be issued per booth. No refunds will be made or cancellations accepted as of June 1, 2018. If for any cause beyond the control of the Society—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—the Society 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 the Society to the date of the termination allocable to the exhibitor after proration thereof among all exhibitors.

**5. Assignment of Booth Space.** Space will be assigned and confirmed as application for exhibit space is received with payment. 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 the Society's aims and purposes will be considered. Consideration will also be given to companies based on (a) the number of NANS shows in which the exhibitor has participated and (b) the amount of space the exhibitor has used in previous shows.

The Society 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.

**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 33 in. high, carpeted exhibit hall, and identification sign that is 11 in. x 17 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 the Society. In the remainder of the booth, all display material or equipment shall not exceed 42 in. in height.

**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. Exhibitors may not serve or dispense food or beverages of any type from their booths or in the exhibit area without consent of the Society. Helium balloons are not allowed in the convention center. 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 the Society. 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 2 pm on Friday, August 24, 2018, without exception. Assembly of exhibits during regularly scheduled exhibit hours will not be permitted. At 2 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: Sunday, August 26, 2018, from 4 to 8 pm. Dismantling exhibits before the close at 4 pm on Sunday, August 26, 2018, 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. Exhibit dismantling must conclude no later than 8 pm on Sunday, August 26, 2018.

**9. Additional Exhibitor Services.** All other services are available to exhibitors at normal charges through the official convention contractor (hereinafter "Official Contractor"). An exhibitor's service kit will be mailed to all exhibitors approximately 90 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 Official Contractor 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 Official Contractor 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 Official Contractor are used for setup and dismantling. If an outside contractor is used, the following steps must be taken:

A. The Society and the Official Contractor 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 Official Contractor.

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 request form must be completed to request hosting a hospitality or technology suite; events of any nature must be approved by the Society. No entertainment may be scheduled to conflict with any Society programs, activity hours, or exhibit hours. Firms not exhibiting are not permitted to host any independent functions.

**12. Exhibit Staff Registration.** Registration of representatives, identified under Exhibit Booth Price, will be complimentary, provided that registrations are received by the Society before August 1, 2018. After August 1, 2018, an onsite \$25 service fee will be incurred for the following:

A. Each name change, and

B. Each lost badge or name substitution

Each exhibitor who registered in advance will have a printed exhibitor badge available at the exhibitor registration area at the convention center. This badge will entitle registered exhibitors admission to the exhibit area 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 the Society or the Official Contractor. Exhibitor badges do not give admission to other conference functions, nor are they transferable.

**13. General Conference Registration.** Any exhibitor who desires to attend the program sessions or any optional activities must register through regular channels. Advance registration forms will be mailed to exhibitors as soon as they are available.

**14. Special Visual and Sound Effects.** Audiovisual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as in the sole opinion of the Society does not interfere with the activities of neighboring exhibitors. Operation of equipment being demonstrated may not create noise levels objectionable to neighboring exhibitors.

**15. Unacceptable Exhibits.** The exhibitor agrees not to use any displays that the Society 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 the Society to criticism or legal liability, are inconsistent with the stated purposes of the Society and the interest and welfare of its members, are inimical to the property rights of the Society, or violate the booth regulations or any other provision of this contract. In the event the Society 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, the Society 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 booth 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 the Society.

**16. Insuring Exhibits.** Exhibitors are encouraged to insure their exhibits, merchandise, and display materials against theft, fire, etc., at their own expense. It is suggested by the Society 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 exhibit facility, the Society, nor the Official Contractor will be responsible for loss or damage to any property in storage, in transit to or from the exhibit building, or while in the exhibit building for 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 the Society or the Official Contractor.

**17. Music Licensing.** The exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to exhibitors including, but not limited to, any music performance agreement between the Society and ASCAP or BMI. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and present the Society with a copy of such license or grant no less than 30 days prior to the start of the show.

**18. Liability for Damages or Loss of Property.** Guard service is provided by the Society on a 24-hour basis from move in through move out. Notwithstanding the guard service provided by the Society for purposes of general security in the exposition premises, the exhibitor shall protect, indemnify, and hold harmless the Society, the exhibiting facility, and the Official Contractor 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 there from occurring in or about the exposition premises or entrances thereto or exits there from, including that caused by or resulting from the negligence of the Society. The exhibiting 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.

**19. Shipping Instructions.** Information on shipping methods and rates will be sent to each exhibitor by the Official Contractor. The exhibitor will ship, at his own risk and expense, all articles to be exhibited. The Official Contractor will provide storage for incoming freight, delivery to the booth, and removal, storage and return of empty crates, and removal and shipment of outbound freight. All charges are based on inbound weights. All shipments must be prepaid. The address on all crated shipments shall include the exhibitor's name and booth number(s). Exhibit material cannot be received at the convention center prior to the show setup dates. Such freight will be directed to and stored at the Society's designated freight handling and storage firm at the exhibitor's expense. The exhibitor expressly agrees that any exhibit material remaining in the exhibit hall after the contracted move-out time has terminated or any damaged exhibits left behind may be removed and disposed of at the expense of the exhibitor and without liability to the Society or the Official Contractor.

**20. Failure to Occupy Space.** Any space not occupied at the convention center at 6 pm Thursday, January 11, 2018, shall be forfeited by the exhibitor, and space may be resold, reassigned, or used by the Society without refund, unless a request for delayed occupancy has received prior approval by the Society.

**21. Fire Regulations.** No exhibitor shall use any flammable decorations or coverings, and all fabrics or other materials used shall be flameproof.

**22. Advertising Material.** The use or distribution of any souvenirs during the convention shall be subject to prior written approval by the Society. Such material shall be submitted to the Society for approval 60 days prior to the convention. Except as otherwise provided, the Society 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, or suggest such endorsement or support. All handouts must be distributed within the exhibit booths.

**23. 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.

**24. Conference Program Book.** One (1) copy of the conference program book will be available to each exhibiting company at the exhibitors' registration area.

**25. Exhibit Space Floor Plan.** Every effort will be made to maintain the general configuration of the floor plan for this convention. However, the Society reserves the right to modify the plan, if necessary, as determined solely by the Society.

**26. Miscellaneous.** The Society 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 decision by the Society. These terms and conditions may be amended at any time by the Society 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 the Society from time to time. This contract shall be interpreted under the laws of the United States and of the state of Illinois.