

# CHSS Annual Meeting Exhibit Space Application

## October 22-24, 2020 Four Seasons Boston, Boston, MA



Please complete all sections of this application and either type or print in each section. Sign and return both sides via email [industry@chss.org](mailto:industry@chss.org). **DO NOT EMAIL credit card information.** We will send online payment instructions once we receive the application by email. Applications received prior to July 17, 2020 must include at least a 50% deposit. On or after July 17, 2020, payment in full of the total commitment is due. Confirmations and space assignments will be sent after July 17, 2020. 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 \$3,500 = \$ \_\_\_\_\_

#### Location preferences: (List Table numbers)

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

2<sup>nd</sup> Choice \_\_\_\_\_ 4<sup>th</sup> Choice \_\_\_\_\_

**COMPANY DESCRIPTION:** Please email a 50 word product description to [industry@chss.org](mailto:industry@chss.org) along with your exhibit space application. Description will be handed out onsite to attendees. When emailed description please include the following:

1. "CHSS" in the subject line of your email
  2. Company name
  3. Mailing address
  4. Company web address
  5. 50 word description
- \_\_\_\_\_

**PAYMENT METHOD:** In response to COVID-19 precautions we request that all incoming 2020 exhibitor fees and sponsor fees be paid by credit card or bank wire. Please contact [industry@chss.org](mailto:industry@chss.org) with any immediate concerns.

**BANK WIRE** – email [industry@chss.org](mailto:industry@chss.org) for instructions

**DO NOT EMAIL CREDIT CARD INFORMATION.** We will send online payment instructions once completed application is received by email to [industry@chss.org](mailto:industry@chss.org)

**CREDIT CARD**  American Express  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.

\_\_\_\_\_

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 JULY 17, 2020.

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**TITLE**

**ANNUAL MEETING EXHIBIT SPACE APPLICATION (Page 2)**  
**CHSS ANNUAL MEETING ♦ October 22 – 24, 2020 ♦ Four Seasons Boston, Boston, MA**

The Congenital Heart Surgeons Society and its authorized representatives are hereinafter referred to as "Show Management."

**1. PAYMENT AND REFUNDS.** Applications submitted prior to July 17, 2020 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 July 17, 2020. Applications submitted after July 17, 2020 must be accompanied by payment IN FULL. Applications received without such payment will not be processed nor will space assignments be made.

If Show Management receives a written request for cancellation of space in whole or in part on or before July 17, 2020, the exhibitor will be liable for a 25% processing fee. For cancellations in whole or in part received after July 17, 2020, 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.

**Gaseous and Cryogenic Materials.** Exhibitor must work directly with the Westin O'Hare on proper delivery and storage of dewars or other containers and proper transfer of gases for cryogenic and/or other purposes. CHSS must also be notified of such materials before October 10, 2014.

**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. LIABILITY AND INSURANCE.** The Exhibitor, Hotel and CHSS each agrees to carry adequate personal property, liability and other insurance protecting itself against any claims arising from any activities conducted in the Hotel during the CHSS Annual Meeting. Upon request, the Exhibitor shall provide a certificate evidencing such insurance to the Hotel and CHSS. The Hotel and CHSS shall not be responsible for the security of exhibits, presentation materials or other personal property of the exhibitor. The Exhibitor acknowledges that CHSS and the Hotel, its owner and operator do not maintain insurance covering such exhibits, materials or personal property.

**Property Damage.** Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Exhibitor expressly waives any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage

**12. INDEMNIFICATION.** The exhibitor hereby agrees to indemnify and hold harmless CHSS and Hotel from and against loss, liability, costs or damages resulting from claims arising out of or resulting from the gross negligence or willful misconduct of the exhibitor or any of its members or participants, unless such claim has resulted, in whole or in part, from the acts or omissions of CHSS, Hotel, or its employees acting within the scope of their employment. CHSS and Hotel hereby agree to indemnify and hold harmless the exhibitor from and against loss, liability, costs or damages resulting from claims arising out of or resulting from the gross negligence or willful misconduct of CHSS, Hotel or any of its employees acting within the scope of their employment, unless such claim has resulted, in whole or in part, from the acts or omissions of the exhibitor or any of its members or participants.

**13. CARE OF BUILDING AND EQUIPMENT.** Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and décor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

**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