

2012 AAO-HNSF ANNUAL MEETING & OTO EXPO

RULES AND REGULATIONS



These rules and regulations may be supplemented by additional rules included in the Exhibitor Service Manual and Exhibitor Prospectus, as well as any updates or clarifications communicated to all exhibitors via fax, mail, email, or orally.

Age Restriction

No one under the age of 16 is allowed on the exhibit floor. No exceptions.

Americans with Disabilities Act (ADA)

All exhibiting companies are required to be in compliance with the Americans with Disabilities Act (ADA), and are encouraged to be sensitive, and as reasonably accommodating as possible, to attendees with disabilities. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line, (800) 514-0301, and from the ADA website at www.usdoj.gov/crt/ada/adahom1.htm.

Access to Exhibits

During show days, exhibitors who are properly badged may enter the exhibit hall one hour prior to the opening of the exhibit hall and may remain in the hall one hour after the close of exhibits. Meetings in the exhibit hall with medical attendees and other non-exhibit individuals may only take place during official exhibit hours. These individuals must be properly badged and cannot gain access to the exhibit hall except during official exhibit hours. Exhibitors may not enter another exhibitor's booth without the other exhibitor's approval. The AAO-HNSF, its representatives, and employees shall have free access to any exhibit at all times in the performance of their assigned duties.

ACCME Guidelines

No commercial promotional materials shall be displayed or distributed in the same room immediately before, during, or immediately after an educational activity certified for credit. Representatives of commercial supporters may attend an educational activity, but they may not engage in sales activities while in the room where the educational activity takes place. Support of Academy CME activities does not influence booth space assignment decisions.

Advertising

Exhibitors' advertising and marketing of their participation in the AAO-HNSF Annual Meeting & OTO EXPO, including such activities on its website and elsewhere on the internet, shall comply with all contracts and shall not infringe or otherwise misuse the AAO-HNSF marks and other intellectual property. Exhibitor may, on its website or elsewhere, list the official name and date of an AAO-HNSF event and may indicate, upon approval of its application, that Exhibitor is an authorized exhibitor at such event, but Exhibitor may not state or imply that its goods or services are endorsed by AAO-HNSF and may not otherwise use AAO-HNSF intellectual property without the prior written consent of AAO-HNSF. If, in the reasonable belief of the AAO-HNSF, (i) Exhibitor's activities infringe any of the AAO-HNSF's federally registered trademarks ("Foundation Marks"), or (ii) Exhibitor's activities, including Exhibitor's using, without permission, Foundation marks on websites or in domain names, metatags, hypertext links, or any search engine sponsored links or search engine advertising programs (e.g., Google AdWords), are likely to cause confusion, mislead, or deceive, as to the affiliation, connection, or association of the AAO-HNSF with the exhibitor or its goods, services or other commercial activities, the AAO-HNSF reserves the right to cancel the Exhibitor's space and revoke priority points for future meetings. The AAO-HNSF decision on all such matters shall be final. In addition, exhibitors may not leave merchandise or printed matter in the registration area, lounges, meeting rooms, or other facilities of the Convention Center. Exhibitors may distribute materials only from the assigned booth.

Assignment of Booth Space

Exhibit space is assigned according to a priority point system:

- One point for the current year of exhibition;
- One point for each 10' x 10' booth; and
- Loyalty Points - five points each show cycle for five years of consecutive participation.

The point system is based on the previous three years, however, the Loyalty Points are based on the past five consecutive years of participation. During the Priority Space Selection process, if two or more companies accumulate the same number of points, space assignments are based on the total number of points accumulated for the 2011 OTO EXPO. After the Priority Space Selection process, if two or more companies accumulate the same number of points, space assignments are based on the date the contract and the 50% deposit is received. Payment in full will be due with the contract after May 18, 2012. First-time exhibitors are assigned space based on the date the application and deposit are received. In the event of a change in company status (such as a merger, name change, or sale of the company to a new owner), please notify the AAO-HNSF as soon as possible so that AAO-HNSF may determine whether points can be transferred. The AAO-HNSF reserves the right to modify the designated exhibit space if a change in the original assignment is necessary.

Booth Carpet

All booth spaces must be carpeted. Carpeting of the exhibit booth is the responsibility of the exhibitor occupying that booth space. Carpet must be clean and in reasonable shape and appearance as judged by the AAO-HNSF Show Management. If booth space is not carpeted by the posted deadline carpet will be laid by the general services contractor and the cost will be the responsibility of the exhibitor occupying that booth space.

Booth Construction

Standard 10-foot deep and 10-foot wide booths with a back wall sign bearing the exhibiting company name and booth number will be furnished to each exhibitor. The booth background drape is 8 foot high with 3-foot high sidewall dividers. The aisles in the exhibit hall are carpeted, so the Exhibitor must supply the required booth carpeting. Booth furniture, carpeting, special drapery, and other special services are NOT supplied and may be obtained at the prevailing rates through the General Service Contractor using forms found in the Exhibitor Service Manual. All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring exhibitors, hall laborers, or installation/dismantling equipment, such as forklifts. Displays should also be able to withstand moderate wind effects that may occur in the exhibit hall when freight doors are open. Exhibitors should ensure that any display fixtures such as tables, racks, or shelves are designed and installed properly to support the product or marketing materials to be displayed.

Booth Cancellation & Reductions

Exhibitors are required to submit written notification of cancellation to the Meetings Department of the AAO-HNSF. Exhibitors also are requested to telephone the Program Manager, Exhibits, with cancellations. The date the exhibitor's written notice of cancellation is received in the Meetings Department will be the official cancellation date. Cancellation of space on or before May 18, 2012, will result in a charge equal to 50% of the total cost of the space assigned. Cancellation of space after May 18, 2012, will not be refunded. In either event, the exhibitor agrees that the AAO-HNSF will have the right to use the booth space as it sees fit, including renting the space to another exhibitor without any refund or credit to the cancelling company. Reductions in booth space are treated the same as cancellations. No exceptions.

Booth Types

Linear/Corner/Perimeter

- Defined as a 10' x 10' (3.05m x 3.05m), or a series of 10' x 10's, in a straight line and will generally have neighboring exhibitors on their immediate right and left, leaving only one side exposed to the aisle. A corner booth is a type of linear booth at the end of a series of in-line booths with exposure to intersecting aisles on two sides. Corner booths can be a series of multiple linear booths but will be listed as one corner booth with one booth number. A Perimeter booth is a type of linear booth that backs to an outside wall of the exhibit hall or to a non-exhibit area, not to another exhibit booth. All guidelines of a linear booth apply with the exception of the back wall height which is a maximum of 12' (3.66m).
- Display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8' (2.44m) high is allowed only in the rear half of the booth space with a 4' (1.22m) height restriction imposed on all materials in the remaining space forward to the aisle.
- Linear booths may extend to 8' (2.44m) high only half-way, 5' (1.52m) from the back-wall drape line—out towards the aisle. The front 5' (1.52m) from the middle of the booth to the front aisle has a height restriction of 4' (1.22m).
- Hanging signage is not permitted in linear booths.

Peninsula Booth:

- Defined as a booth space exposed to aisles on three sides and is a 20' x 20' (6.10m x 6.10m) or larger.
- Peninsula booths normally will have one other peninsula booth or a linear booth on the other side of the back-wall or side-wall drape line. Approval from each of the exhibitors involved needs to be received before booth space assignment can become official.
- A fifty percent (50%) see-through effect on the portion of the booth from the floor up to a minimum of 8' in height is required. Compliance will be determined from a minimum of two angles. No exhibit structure may span an aisle by roofing or floor covering.
- A twenty-five percent (25%) see-through effect on the portion of the booth from 8' up to the maximum height of 20' is required. Compliance will be determined from at a minimum of two angles.
- Display components from the floor to 8' in height may NOT be closer than 1' to any external boundary of the exhibit space. This applies only to displays that are 20' x 30' or larger.
- Display components from 8' to 20' in height may extend to the edge of the exhibit space.
- Complete scale drawings, both concept and construction, indicating applicable set back, exhibit height, live demonstration areas and supplemental/back out lighting requests must be submitted to AAO-HNSF for approval no later than 45 days prior to the Annual Meeting & OTO EXPO.
- Exhibit and/or display components exceeding 12' in height must be approved by a licensed structural engineer prior to installation. A copy of the engineer's certificate or stamped floor plans must be available for onsite inspection.
- Move-in/setup may not begin without written preliminary approval of plans by AAO-HNSF Exhibit Management. Final determination will be made during installation of exhibit. Any changes required to bring an exhibit into compliance with the peninsula and multistory display rules shall be made at the exhibitor's expense.

Island Booth:

- An island booth is a booth exposed to aisles on all four sides. An island booth is 20' x 20' (6.10m x 6.10m) or larger.
- The entire cubic content of the space may be used up to the maximum allowable height of 20' (6.10m) while adhering to the see-through effect percentages.
- All island and multistory displays must have access from all four sides, unless the exhibitor wanting limited access received permission from AAO-HNSF (at AAO-HNSF's sole discretion).
- A fifty percent (50%) see-through effect on the portion of the booth from the floor up to a minimum of 8' in height is required. Compliance will be determined from a minimum of two angles. No exhibit structure may span an aisle by roofing or floor covering.
- A twenty-five percent (25%) see-through effect on the portion of the booth from 8' up to the maximum height of 20' is required. Compliance will be determined from at a minimum of two angles.
- Display components from the floor to 8' in height may NOT be closer than 1' to any external boundary of the exhibit space. This applies only to displays that are 20' x 30' or larger.
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- Move-in/setup may not begin without written preliminary approval of plans by AAO-HNSF Exhibit Management. Final determination will be made during installation of exhibit. Any changes required to bring an exhibit into compliance with the island and multistory display rules shall be made at the exhibitor's expense.

Branding

If your company would like to have multiple listings of several divisions, then each division must have their own booth.

Cancellation of Event

If an emergency arises prior to the opening date of the event, or during the event, which prevents its scheduled opening and/or operation, including but not limited to strikes, destruction or damage of the exhibit hall, acts of God, terrorism or the threat of terrorism, disease or epidemic, a declaration of national emergency by the President, or any other event beyond the control of AAO-HNSF, it is expressly understood and agreed that the AAO-HNSF will return such portion of the amount paid for space as may be determined to be equitable by the AAO-HNSF in conjunction with the event. If for any reason, the AAO-HNSF determines that the location of the exhibition should be changed, no refund will be made, but the AAO-HNSF shall assign to the exhibitor, in lieu of the original space, such other space as the AAO-HNSF deems appropriate and the exhibitor agrees to use such space under applicable rules and regulations. The AAO-HNSF shall not be financially liable or otherwise obligated to the Exhibitor in the event the exhibition is canceled, postponed, or relocated, except as provided herein.

Canopies and Ceilings

Canopies, including ceilings, umbrellas and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or to allow for hanging products). Canopies for Linear or Perimeter Booths should comply with Line-of-Sight requirements. (See "Booth Types" for Linear or Perimeter Booths). The bottom of the canopy should not be lower than 7ft (2.13m) from the floor within 5ft (1.52m) of any aisle. Canopy supports should be no wider than three inches 3in (.08m). This applies to any booth configuration that has a sight line restriction, such as a Linear Booth. Fire and safety regulations in many facilities strictly govern the use of canopies, ceilings, and other similar coverings. Check with the appropriate local agencies prior to determining specific exhibition rules.

Care of Exhibit Space

Exhibitors must, at their expense, maintain and keep their booths and exhibits in clean and good order as determined in the sole discretion of the AAO-HNSF. Exhibitors and their designated agents shall be responsible for the cost of removing any excess waste, as deemed by the Convention Center and/or the AAO-HNSF.

Contracted Services and Information

The AAO-HNSF, in the best interest of the exhibitors, has selected Freeman to serve as the official General Service Contractor. The contractor will provide to the exhibitors, for a fee, all labor, equipment and supervision. Complete information, instructions, and schedules of prices for services and rentals will be included in the online Exhibitor Service Manual.

Damage

Exhibitors are responsible for all damage to the building or to the booth space and property of other exhibitors, including damage by employees, representatives, or agents. No nails, tacks, or screws shall be put into walls, woodwork, or flooring of the building. Exhibitor is also responsible for all personal injury caused by its employees, representatives, and agents.

Demonstrations

Exhibitors need to conduct sales presentations and product demonstrations in a manner which assures all exhibitor personnel and attendees are within the contracted exhibit space and not encroaching on the aisle or neighboring exhibits. It is the responsibility of each exhibitor to arrange displays, product presentation, audio visual presentations, and demonstration areas to ensure compliance. Exhibitors need to be aware of the local regulations regarding fire/safety and environment which must be adhered to. Special caution should be taken when demonstrating machinery or equipment that has moving parts or potentially dangerous. A minimum setback of 3' (91m) needs to be established to aid in preventing accidental injury to spectators. Demonstrations should be conducted by qualified personnel only.

Electrical Connections and Charges

All electrical wiring must be approved and installed in accordance with local regulations. An electrical order form can be found in the Exhibitor Service Manual.

Eligibility for Exhibiting

The exhibits are an extension of the continuing education program of the AAO-HNSF. For an application to be accepted, the exhibitor's products and/or services must be related to the otology/audiology/medical field. Applications from companies that have not previously exhibited at the Annual Meeting & OTO EXPO will be reviewed for eligibility before assignment is made. The materials required for review are:

- Background information about the company;
- Promotional brochures/literature for all products and services to be exhibited;
- A list of three medical meetings where the company has recently exhibited.

The AAO-HNSF reserves the right to accept, reject, or conditionally accept, based on the AAO-HNSF's sole discretion, for any reason, which need not be disclosed to the applicant. All outstanding obligations to the AAO-HNSF by the potential exhibitor, including payment of debts, must be fulfilled prior to the exhibitor occupying booth space.

Enforcement of Laws, Rules, Regulations, and Policies

As a condition of exhibiting under this contract, each exhibitor agrees to observe all applicable AAO-HNSF rules, regulations, and policies, as well as all applicable federal, state, and local laws, rules, regulations and policies. This shall include, but not be limited to, the Americans with Disabilities Act; FDA laws, regulations, rules and policies; union regulations; state and local laws, rules and regulations; and the Walter E. Washington Convention Center guidelines. As a general rule:

- The first violation will result in the company not accruing the exhibit priority points for the year.
- The second violation will result in the company losing one-half of its accrued exhibit priority points.
- The third violation will result in the company losing all of its accrued exhibit priority points.
- The fourth violation will result in the company not being eligible to exhibit in future AAO-HNSF meetings.

Notwithstanding the foregoing, the AAO-HNSF reserves the right to levy a more severe penalty at any time, i.e., without successive progression through the preceding regulations. No failure by the AAO-HNSF to enforce, or any delay in the enforcement of, any rules, regulations, laws or any right, power or remedy that the AAO-HNSF may have under this Agreement, shall impair any right, power or remedy that the AAO-HNSF may have under this Agreement.

Exhibitor Appointed Contractors

Exhibitor Appointed Contractors (EACs) may enter the exhibit hall one hour prior to the opening of the show each day. They must have company identification to be allowed in the hall. The exhibiting company is responsible for the actions of its EAC and is subject to violations incurred by the EAC. The EAC is considered an agent of the exhibiting company and will be held bound by AAO-HNSF policies and procedures. The AAO-HNSF reserves the right to remove EACs whose actions jeopardize the on-time opening of the exposition or whose employees fail to observe the regulations and procedures contained in the Exhibit Prospectus and Exhibitor Service Manual. The contractors appointed by the AAO-HNSF must be used for services such as electrical, plumbing, telephone, material handling, rigging, booth cleaning, floral, and photography work. EACs, non-official or independent contractors are allowed to install and dismantle at the AAO-HNSF meeting as long as there is compliance with the following rules:

- AAO-HNSF must be notified in writing by the dates specified in the Exhibitor Service Manual. The EAC Request Form will be provided in the Exhibitor Service Manual. Notification by the EAC is NOT acceptable.
- The EAC must furnish AAO-HNSF with a certificate of liability insurance no later than the date on the form. The liability insurance must have a limit of not less than \$1,000,000 per occurrence; \$3,000,000 aggregate.
- The EAC must have current contracts with appropriate unions and provide stewards in the required ratio.
- The EAC may not solicit or accept new business for future AAO-HNSF shows on the show floor.

Continued

2012 AAO-HNSF Annual Meeting & OTO EXPO Rules and Regulations Continued

- The EAC must have all appropriate Federal, State, and local licenses, permits, etc.

NOTE: An EAC will not be permitted on the show floor unless the above rules are observed. NO EXCEPTIONS. The exhibiting company must still furnish the AAO-HNSF with the proof of insurance listed below, even if using an EAC.

Equipment Passes

Exhibitors who wish to remove equipment from the exhibit hall while the show is open must obtain an equipment pass from the security office. Passes must be shown to the security officers when leaving the hall.

Exhibitor Service Manual

An online Exhibitor Service Manual will be available to exhibiting companies in July 2012. In case of conflict with the stated Rules & Regulations herein, the rules included in the Exhibitor Service Manual will prevail.

Floor Plan

The floor plan for this exhibit hall will be maintained as originally presented whenever possible; however the AAO-HNSF reserves the right to modify such plan to the extent necessary for the best interests of the market, exhibitors, industry, and changing needs of the OTO EXPO.

Food and Beverages

Nonalcoholic beverages and food products are permitted in the exhibit if ordered through the center's official caterer. Menus will be available in the Exhibitor Service Manual.

Food and Drug Administration (FDA) Regulations

All medical devices or pharmaceuticals exhibited must have fulfilled all applicable FDA laws, regulations, rules, and policies, and all exhibit activities must comply with such laws, regulations, rules, and policies as well. It is the exhibitor's responsibility to familiarize themselves with FDA regulations. For more information on FDA compliance, please visit their website at www.fda.gov.

Hanging Signs & Graphics

Most exhibition rules allow for hanging signs and graphics in all standard Peninsula and Island Booths, usually to a maximum height range of 16ft to 20ft (4.88m to 6.10m) from the top of the sign. End-cap Booths do not qualify for hanging signs and graphics. The distance is measured from the floor to the top of the sign. Whether suspended from above, or supported from below, they should comply with all ordinary use-of-space requirements. For example, the highest point of any sign should not exceed the maximum allowable height for the booth type. Hanging Signs and Graphics should be set back 10ft (3.05m) from adjacent booths and be directly over contracted space only. Approval for the use of Hanging Signs and Graphics, at any height, should be received from the exhibition organizer at least 60 days prior to installation. Variances may be issued at the exhibition management's discretion. Drawings should be available for inspection.

Helium Balloons

Helium balloons are not permitted in the exhibit hall or as part of an exhibitor's display.

Hospitality Suites

Hospitality Suites are only available to exhibitors and may be conducted only during non-program hours. Suites will be approved on a first-come, first-served basis, in order of receipt of hospitality suite request form and based on availability. A hospitality suite request form will be included in the Exhibitor Service Manual.

Hotel Accommodations Policies and Procedures

All exhibiting companies must utilize the official housing company, Wyndham Jade, to book hotel rooms. Wyndham Jade will personally contact each exhibiting company to provide assistance with all housing arrangements. Housing policies and procedures will be outlined at the time of booking hotel accommodations.

Installation and Dismantle

Installation may begin on Thursday, September 6, 2012, at 10:00 am. Set-up must be completed, and exhibits must be "show-ready" by 8:00 am on Sunday, September 9, 2012. All display material, packages, etc., not attended to by 8:00 am Sunday, September 9, 2012, will be removed by the service contractor on a charge basis. All crated material must be off the floor by 5:00 pm, Saturday, September 8, 2012. Any space not claimed and occupied one (1) hour prior to the opening time of the exhibition may be resold or reassigned without refund. Dismantling may begin promptly at 1:00 pm on Wednesday, September 12, 2012. Dismantling exhibits before the official closing without just cause and/or permission from the AAO-HNSF exhibits staff will violate the rules and regulations and may jeopardize the right to exhibit at future events. Please be aware that union regulations apply to all commercial and allied exhibitors.

Laser Policy

Exhibiting companies planning to demonstrate laser equipment and other potential hazardous light sources must complete the Laser Safety Guidelines, which will be included in the online Exhibitor Service Manual.

Liability & Insurance

Space is leased with the understanding that the AAO-HNSF, Freeman, and the Walter E. Washington Convention Center will act for the exhibitor and his representatives only in the capacity of agent, and not as principal, and assume no liability for damages for any acts of omission in connection with the said agency. Neither AAO-HNSF nor its contractors, nor either of their directors, officers, employees, agents and members, or other representatives shall be held liable for, and they are hereby released from any damage, loss, harm, or injury (including any lost profits, sales or business opportunities, or any other type of direct or consequential damages alleged to be due from a breach of this contract) to the person or property of the exhibitor or any of its visitors, business invitees, officers, agents, employees or other representatives, resulting from exhibitor's participation in the event or and/or use of exhibition space hereunder, whether resulting from terrorism or any other cause. Exhibitor's sole remedy for a breach of this contract will be for a partial or full refund of all amounts paid by the exhibitor pursuant to this contract.

The Exhibitor shall indemnify, defend, and hold harmless AAO-HNSF and its contractors and their respective owners, directors, officers, employees, agents and representatives, from any and all claims, liabilities, losses, damages, costs or expenses, including reasonable attorney's fees and costs of litigation, of any kind relating to or arising out of Exhibitor's participation in this event, provided that the foregoing shall not apply to actions caused by the sole negligence of either AAO-HNSF or its contractors. It is the responsibility of the exhibitor to maintain adequate insurance coverage for its property and liability and to provide evidence thereof to AAO-HNSF. To comply, it is mandatory that a Certificate of Liability Insurance or documents that show proof of insurance coverage be presented to AAO-HNSF Show Management before the first day of the show. Failure to comply will result in the exhibitor not being able to set up or enter the show until these documents are provided.

- AAO-HNSF shall not be responsible for any loss of or damage to any property of the Exhibitor for any reason, including theft, unless such loss or damage is caused solely by the gross negligence of AAO-HNSF or any of its employees. Exhibitor is required to follow and use all of the security arrangements made by AAO-HNSF for property and valuables when the show is not open. In addition, Exhibitor is required to provide and keep in force during the show period, including move-in and move-out periods, the following insurance coverage:

- Worker's compensation and employer's liability insurance covering its employees in the state in which the show is being held, in accordance with applicable state statutes, rules and regulations.
 - Comprehensive general liability insurance, including blanket contractual liability insurance naming AAO-HNSF as an additional insured, with limits of \$1,000,000 combined single limit for bodily injury and property damage or commercial general liability insurance naming AAO-HNSF as an additional insured with limits not less than \$2,000,000 general aggregate, \$1,000,000 products-completed operations aggregate, \$1,000,000 personal and advertising injury limit and \$1,000,000 each occurrence limit.
 - All-risk property insurance covering all of Exhibitor's property brought into or used in connection with the show, including the move-in and move-out periods, with insurance coverage to be set forth in an insurance policy that includes (A) a waiver of subrogation against AAO-HNSF, its members, officers, employees and agents, and (B) limits of liability providing minimum coverage (with no deduction or participation provisions) of not less than the full replacement cost of the property lost or damaged.
- Each of Exhibitor's insurance policies required herein must contain an express waiver by the Exhibitor's insurance company of any right of subrogation as to any claims against AAO-HNSF. AAO-HNSF shall be named as additional insured on Exhibitor's insurance policies and Exhibitor shall provide to AAO-HNSF Certificates of Insurance indicating this status. Exhibitor shall also provide the AAO-HNSF with copies of its policies upon request.
 - The Exhibitor understands that neither AAO-HNSF nor the Walter E. Washington Convention Center maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

The above-mentioned insurance is mandatory for all exhibitors and no sort of waiver will be accepted in its place. Exhibitors using EACs or other hired workers or labor must still provide the proof of insurance listed above. Not providing the AAO-HNSF with this proof of insurance may result in the exhibitor not being allowed on the exhibit floor, the exhibitor not being allowed to pick up badges on site, the exhibitor's freight not being delivered to their booth, cancellation of the exhibitor's reserved booth space, or any other sanction the AAO-HNSF deems necessary.

Meeting Room Requests

All meeting space must be approved and reserved through the AAO-HNSF Meetings Department. It is a violation of the AAO-HNSF regulations to reserve space directly at any facility. Exhibitors interested in holding a meeting/function during the Annual Meeting & OTO EXPO must complete an application and abide by the AAO-HNSF guidelines. Visit our website for additional information and to submit an online application.

Music and Other Copyrighted Material

Each exhibitor is responsible for obtaining all necessary licenses and permits to use live or recorded music, photographs, and other copyrighted material in exhibitor's booth or display. No exhibitor will be permitted to play, broadcast, or have performed any live or recorded music or use any other copyrighted material, such as photographs or other artistic works, without first presenting proof satisfactory to AAO-HNSF that the exhibitor has, or does not need, a license to use such live or recorded music or copyrighted material. AAO-HNSF reserves the right to remove or prohibit from the exhibit hall all or any part of any booth or display which incorporates live or recorded music, photographs, or other copyrighted material and for which the exhibitor fails to produce proof that the exhibitor holds all required licenses. The exhibitor shall remain liable for and shall indemnify, defend, and hold AAO-HNSF, its directors, officers, agents, and employees harmless from all loss, costs, claims, causes of action, suits, damages, liability, expenses, and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) by exhibitor, exhibitor's agents, or employees of any patent, copyright, or trade secret rights or privileges.

Non-profit Organizations

Non-profit organizations, 501(c)(3), 501(c)(4), or 501(c)(6), may request the discounted nonprofit rate listed on the front of this application. These reduced rate booths are not for recruiting paid staff or for presentation of scientific information and data. The exhibit cannot display or promote any material or opportunity which will result in revenue to the exhibitor. If the booth is being used to recruit paid staff, the booth will be rented at full price. A letter of determination must be submitted to the AAO-HNSF confirming the company's non-profit status and a detailed description of the products and services to be displayed before the non-profit fee is approved. Only one discounted booth will be rented to a nonprofit organization. Additional booths are full price. Discounted booths will be on a space-available basis after all full-price booths have been assigned.

Photography/Videotaping and Camera Crews

Photographing (including using camera-enabled cell phones), videotaping, or otherwise examining another exhibitor's equipment or display without permission is forbidden. Live public/media broadcasts by exhibitors are strictly prohibited. Exhibitors that wish to use a photographer other than the designated official show photographer and/or mobile camera crew must comply with the rules developed by the AAO-HNSF. Contact otexpo@entnet.org for additional information.

Professional Codes

AdvaMed Code

All exhibiting companies must comply with the AdvaMed Code of Ethics on interactions with health professionals, as listed on www.advamed.org.

PhRMA Code

All exhibiting companies must comply with the PhRMA Code on interaction with healthcare professionals, as listed on www.phrma.org, and/or AdvaMed codes, as listed on www.advamed.org.

Restrictions

The AAO-HNSF reserves the right to establish additional restrictions for exhibits in order to enhance the success of the exposition. These restrictions may cover persons, animals, conduct, printed materials, or anything which, in the sole discretion of AAO-HNSF, may be objectionable to or disrupt the exposition as a whole. If the AAO-HNSF finds an exhibit in violation of any rule or restriction, the AAO-HNSF may order the violation removed or may evict the exhibit. Upon such violation or eviction, the AAO-HNSF shall not provide any refund, and is expressly not liable for any damage or injury resulting from such eviction. Exhibitors are expected to conduct themselves in a professional manner at all times and in a manner that will not disturb other exhibitors or detract from the decorum of the event, as determined in the sole discretion of AAO-HNSF. Any complaints will be resolved by the AAO-HNSF or an agent of the AAO-HNSF.

Rules and Regulations

The AAO-HNSF reserves the right to amend these Rules and Regulations and other terms and conditions at any time. Breaches or infractions in the letter or spirit of the policies, terms, rules and regulations in this contract, the Exhibitor Prospectus, or in the Exhibitor Service Manual by a current or prospective exhibitor at any time may be considered by the AAO-HNSF, in its sole discretion, in determining whether to close an exhibit onsite or to refuse application for exhibit space or provide a less desirable location for any future year. Such action may also be taken against any current or prospective exhibitor that engages in practices in connection with the exhibition that are deemed unfair or

deceptive by the AAO-HNSF, in its sole discretion, including but not limited to past violation of any policies, rules, or regulations of the AAO-HNSF.

Safety

All exhibits must be constructed and operated safely. Construction shall be substantial and fixed in position for the duration of the exposition. No exhibit that violates any municipal or state law, rule or regulation, including safety codes, will be permitted. All materials used for decorative purposes shall be flameproof. Crepe paper, corrugated paper, cardboard, smoke machines, or other combustible materials are prohibited. Explosive materials and inflammable materials which conflict with the Underwriters Fire Prevention or Fire Department rules are prohibited. Exhibitor must, when installing a display with a ceiling or a second level, check with the local Fire Department to ensure that their display meets with the necessary fire safety precautions involving smoke alarms, fire extinguishers, sprinkler systems, etc.

Security

Solely as a courtesy and accommodation to exhibitors, watchman service for the perimeter of the exhibit area will be furnished by the AAO-HNSF during the show. The furnishing of such services does not serve as a guarantee against any loss or theft of any kind.

Selling Regulations

All exhibitors selling items on the show floor need to complete a **Form FR-500B** (Special Event Registration Application) and submit it to the Washington, DC Office of Tax and Revenue before the first day of the OTO EXPO. It is recommended that this form be submitted at least 30 days in advance. As stated online, *An activity that constitutes a "qualified convention or trade show activity" as defined in section 513(d) of the Internal Revenue Code of 1986 is not a special event. However, participants are liable for sales tax on taxable sales and must file a Form FR-500B.* For additional information on the District's special events tax filing requirements, please contact Revenue Officers Vincent Slihe at (202) 442-6868 or Maxine Thomas at (202) 442-6593, Monday through Friday, between the hours of 8:15 am and 4:30 pm EST. You may also contact the AAO-HNSF Exhibits Manager to obtain this form or download it from the Online Exhibitors Manual available approximately 90 days before the first day of the OTO EXPO. A temporary Seller's Permit **must be obtained**. The form and additional information is available at the Washington DC Office of Tax and Revenue. The form to complete is **Form FR-800SE** and can be found by searching the following link: <http://cfo.dc.gov/otr/cwp>. You may also contact the AAO-HNSF Exhibits Manager to obtain this form or download it from the Online Exhibitors Manual available approximately 90 days before the first day of the OTO EXPO. For additional questions please call the DC Office of Tax and Revenue at (202) 727-4829.

Sharing Space

No subletting, transferring, or sharing of exhibit space is permitted.

Solicitation

Solicitation by exhibiting companies, including those who represent magazines or publications, of other exhibiting companies is not permitted. Violators will be asked to dismantle their displays at their own expense and will not be permitted to exhibit in the future. All authorized solicitation, promotion, give-aways, exhibiting, sales, distribution of literature, etc. must be done within the allotted booth space and nowhere else within the Walter E. Washington Convention Center unless approved in advance by AAO-HNSF.

Sound

Exhibitors may use sound equipment in their booths as long as the noise level is not disruptive to the neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Sound and noise levels should not exceed 85 decibels when measured from the aisle immediately in front of a booth. Please refer to OSHA at www.osha.gov for additional information.

Storage

Fire regulations generally prohibit storing product, literature, empty packing containers, or packing materials behind back drapes or under draped tables. This type of storage needs to be approved by the AAO-HNSF Exhibits Manager. If not approved, the exhibitor needs to make alternative storage plans. Please contact the General Services Contractor onsite to make these arrangements. Exhibitors may store a limited supply of literature or product appropriately within the booth area as long as these items don't impede access to utility services, create a safety problem, or look unsightly.

Suitcasing

Our Suitcasing Policy Statement is derived from IAEE. As we continue to do our best to see that your company has a successful show, Show Management has mandated increased measures to protect exhibitors from suitcasing at the OTO EXPO. Please note that while all meeting attendees are invited to the showcase, any attendee who is observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the Exhibition Policy, will be asked to leave immediately. Additional penalties may be applied. Please report any violations you may observe to Show Management. Show Management recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite; a restaurant, club, or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than the exhibition floor and at other events. Show Management must be informed of any hospitality suites, and expressed consent must be received prior to the event.

Terms of Payment

A 50% deposit must accompany the completed application/contract for booth space. No applications will be processed without remittance of the deposit. Full payment for all booth space assigned is due on or before May 18, 2012. If payment is not received by this date, booth space may be reassigned and deposit may be returned less an administrative fee, equal to 50% of the total cost of the space assigned. All applications received after the May 18, 2012 deadline must be accompanied by full payment. No application will be processed without full payment after the deadline.

Use of Exhibit Space

The AAO-HNSF reserves the right to approve the character of the display and to prohibit any display which, because of noise or other objectionable features, detracts from the general character of the event. No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to him. Each exhibitor must keep an attendant in the display during open hours of the exhibition. All attendants must wear AAO-HNSF exhibitor badges and be registered as exhibitors. In the event that an exhibiting company finds it necessary to expand the size of its booth, all attempts will be made to accommodate the exhibiting company's existing location, however the AAO-HNSF will not relocate those companies that may interfere with your expansion if they do not wish to move. Downsizing will result in loss of previously assigned exhibit space location and company will be moved where AAO-HNSF sees fit.

Agreement

I have read and accept the rules and regulations governing the exhibition, which are incorporated by reference into this exhibit application, which we accept as part of the agreement.

Signature of Authorized Company Representative