

AAO-HNSF 2010 ANNUAL MEETING & OTO EXPO
APPLICATION AND CONTRACT FOR EXHIBIT SPACE



CONTACT INFORMATION

Please type company name and information as it should be published in promotional pieces.

Company: _____

Address: _____

(NO P.O. BOX ADDRESSES PLEASE)

City/State/Zip: _____

Country: _____ Website: _____

Company Telephone: _____ Company Fax: _____

Exhibitor Contact: _____ FIRST LAST Exhibitor Contact Email: _____

Exhibitor Contact Telephone: _____ Exhibitor Contact Fax: _____

Exhibit description and product category listing will be published in the Annual Meeting & OTO EXPO promotional materials. Check the category of products to be displayed: (5 choices maximum)

- | | | | | |
|--|---|--|--|--|
| <input type="checkbox"/> Audiometric Equipment | <input type="checkbox"/> Hearing Devices: Aids | <input type="checkbox"/> Instrumentation: Lasers | <input type="checkbox"/> Office Equipment: Furniture Accessories | <input type="checkbox"/> Sleep/Snoring Products |
| <input type="checkbox"/> Business Service | <input type="checkbox"/> Hearing Devices: Cochlear Rehabilitation | <input type="checkbox"/> Instrumentation: Liposuction | <input type="checkbox"/> Pharmaceuticals: Allergy | <input type="checkbox"/> Surgical Accessories |
| <input type="checkbox"/> Computers: Electronic Patient Records | <input type="checkbox"/> Hearing Devices: General | <input type="checkbox"/> Instrumentation: Other Surgical | <input type="checkbox"/> Pharmaceuticals: Antimicrobial | <input type="checkbox"/> Tinnitus Treatment |
| <input type="checkbox"/> Computers: General | <input type="checkbox"/> Imaging Equipment | <input type="checkbox"/> Leisure | <input type="checkbox"/> Pharmaceuticals: General | <input type="checkbox"/> Tubes: General |
| <input type="checkbox"/> Computers: Software | <input type="checkbox"/> Instrumentation: Diagnostic | <input type="checkbox"/> Medical Disposable Equipment | <input type="checkbox"/> Practice Management | <input type="checkbox"/> Tubes: Tracheostomy |
| <input type="checkbox"/> Ear Molds | <input type="checkbox"/> Instrumentation: Endoscopes | <input type="checkbox"/> Microscopes | <input type="checkbox"/> Recruitment | <input type="checkbox"/> Video/Photography |
| <input type="checkbox"/> Ear Surgery | <input type="checkbox"/> Instrumentation: General | <input type="checkbox"/> Nasal Surgery Products | <input type="checkbox"/> Refurbished Equipment | <input type="checkbox"/> Voice Restoration Protheses |
| <input type="checkbox"/> Education | <input type="checkbox"/> Instrumentation: Headlights | <input type="checkbox"/> Non-profit Association | <input type="checkbox"/> Scientific Publications/Publishers | |

Exhibit Description (Limited to 35 words. We reserve the right to edit, at our discretion, any description over the allotted word count.)

We, the undersigned, hereby apply for space at the 2010 Annual Meeting & OTO EXPO of the American Academy of Otolaryngology—Head and Neck Surgery Foundation, Inc., subject to the rules and regulations governing the exhibition, which are incorporated by reference into this exhibit application, which we accept as part of the agreement. We understand that booth assignments will be made by the Foundation in an impartial effort to best serve the interest of all meeting participants. If our selections are not available at the time our application is received, we agree to accept space according to the judgment of the Foundation. The acceptance of our application by the Foundation and the deposit for rental charges constitute a contract. **The Foundation reserves the right to restrict or deny any booth assignment that would compromise the integrity or desirability of the exhibition.**

Booth Size: (i.e., 10' x 10', 20' x 20') _____

Booth selections:

1st _____ 2nd _____ 3rd _____ 4th _____ 5th _____

Please indicate if you will be displaying laser equipment. Yes No

Exhibitors not preferred in proximity. (Recommendation only)

(Please note: Identifying companies may make it difficult for the Foundation to assign space in accordance with your preferences). _____

BOOTH RENTAL FEES	
Linear/Corner Booth	\$2,700/100 sq. ft. (\$27 per sq. ft.)
Island Booth	\$2,800/100 sq. ft. (\$28 per sq. ft.)
Non-profit Booth	\$600

TERMS OF PAYMENT:

A deposit in the amount of 50% of the total space cost MUST accompany this application for space. No application will be processed without remittance of the deposit. Deadline for initial booth assignments is March 31, 2010.

FULL PAYMENT is due May 14, 2010:

If payment is not received by this date, booth space may be reassigned and deposit may be returned less 50% of the total cost of the space assigned. All applications received after May 14, 2010 must be accompanied by full payment. No application will be processed without full payment after this date.

CANCELLATION:

Cancellation of space on or before May 14, 2010, will result in a charge equal to 50% of the total cost of the space assigned.

REFUNDS:

Refunds will not be granted after May 14, 2010 for any reason. No exceptions.

Applications must be completed and signed by exhibiting company.

Signature of Authorized Company Representative

Name of Authorized Company Representative (please print)

Title of Authorized Company Representative (please print)

Payment Information

50% Deposit Full Payment Amount Enclosed: \$ _____

Check enclosed: Make Check Payable to AAO-HNS.
 Checks must be in U.S. dollars drawn on a U.S. bank. Return application with deposit to:
AAO-HNS, Attn: OTO EXPO, 1650 Diagonal Rd, Alexandria, VA 22314-2857

Fax application to: 1-703-519-1546 for credit card charges only

<input type="checkbox"/> American Express	<input type="checkbox"/> MasterCard	<input type="checkbox"/> VISA
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Card Number

Expiration Date

Signature Date

*Deposit amount will be charged upon receipt of application.

AAO-HNSF 2010 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.

Assignment of Booth Space

Exhibit space is assigned according to a priority point system. Points are accumulated in the following manner, and may have changed since the previous year:

- One point for the current year of exhibition;
- One point for each 10' x 10' booth;
- One point for every \$100 of advertising (AAO-HNSF's journal and the Bulletin);
- Two points for staying in the AAO-HNSF hotel room block (required); and
- One point for every \$100 of corporate support/development.

If two or more companies accumulate the same number of points, space assignments are based on the date the contract with 50% deposit is received. 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.

Branding

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

Access to Exhibitors

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 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 include, 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 areas, lounges, meeting rooms, or other facilities of the Convention Center. Exhibitors may distribute materials only from the assigned booth.

Americans with Disabilities Act

Exhibitors will be responsible for compliance with the Americans with Disabilities Act within their booths and assigned exhibit space.

Booth Carpet

All booths must be carpeted. Carpeting of the exhibit booth is the responsibility of the exhibitor occupying that booth. Carpet must be clean and in reasonable shape and appearance as judged by the AAO-HNSF.

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 14, 2010, will result in a charge equal to 50% of the total cost of the space assigned. Cancellation of space after May 14, 2010, will not be refunded. In either event, the exhibitor agrees to waive the right to use the booth space as a display space, i.e., 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 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 drape, 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.

Booth Types

•Linear/Corner Booth:

- Defined as a 10' x 10', or series of 10' x 10', in a straight line. A corner booth is a type of linear booth.
- Linear booths normally will have other linear booths on the other side of the back-wall drape line.
- No linear booth should extend above 8' high in any portion of the space.
- Linear booths may extend to 8' high only half-way, 5' from the back-wall drape line—out towards the aisle. The front 5' from the middle of the booth to the front aisle has a height restriction of 4'.
- Hanging signage is not permitted in linear booths.

•Island Booth:

- An island booth is a booth exposed to aisles on all four sides. An island booth is 20' x 20' or larger.
- The entire cubic content of the space may be used to the maximum allowable height, which is twenty (20') feet.
- Hanging signage is permitted in island booths.

Note that the display and banner height restriction remains at 20 feet. Multistory displays require prior written approval from the AAO-HNSF and the fire marshal. If an exhibitor creates debris during the construction and installation of the display, they must immediately restore a clean environment for neighboring booths.

Notification 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.

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 the woodwork or walls of the building. Exhibitor is also responsible for all personal injury caused by its employees, representatives, and agents.

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 otolaryngology/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, any reason, which is not 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; and rules and regulations of the city of Boston, Massachusetts, and the Boston Convention & Exhibition Center. 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 EACs and is subject to violations incurred by the EAC. The EAC is considered an agent of the exhibiting company and will be held and 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 Exhibitor 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 must have all appropriate Federal, state, and local licenses, permits, etc.
- 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 2010. 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.

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 must be approved as a first-come, first-served basis on the basis of request and based on availability. A hospitality suite request form will be included in the Exhibitor Service Manual.

Hotel Accommodations

To ensure that the AAO-HNSF hotel block is full in Boston, MA, and that we receive the exhibit floor space needed to accommodate all EXHIBITORS book their reservations 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, damages, or injury (including any lost profits, sales or business opportunities) of any 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 visitors, officers, employees or other representatives, resulting from exhibitor's participation in the event 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.

Installation and Dismantle

Installation may begin on Thursday, September 23, 2010, at 8:00 am. Set-up must be completed, and exhibits must be "show-ready" by 8:00 am on Sunday, September 26, 2010. All display material, packages, etc., not attended to by 8:00 am Sunday, September 26, 2010, 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 25, 2010. 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 29, 2010. 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 Boston Convention & Exhibition Center will act for the exhibitors and their 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, damages, or injury (including any lost profits, sales or business opportunities) of any 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 visitors, officers, employees or other representatives, resulting from exhibitor's participation in the event 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.

a) AAO-HNSF shall not be responsible for any loss of or damage to any property of the Exhibitor for that 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 and one million 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.
- b) 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.

c) The Exhibitor understands that neither AAO-HNSF nor the Boston Convention & Exhibition 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 at official hotels must be reserved through the AAO-HNSF. It is a violation of the AAO-HNSF regulations to reserve space directly at any official hotel. 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, damages 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 any employees of any patent, copyright, or trademark 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 cover of this Prospectus. These reduced rates do not for recruiting paid staff or for presentation of scientific information and the exhibitor 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 placed 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 otoexp@centnet.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.advamem.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.advamem.org.

Restrictions

The AAO-HNSF reserves the right to establish additional restrictions for exhibitors 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, 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 against any exhibitor that engages in such conduct, including any exhibitor that engages 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, solder 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 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.

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. Visitors 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, product samples, displays, and other promotional activities must be conducted in booth space wherever else within the Boston Convention & Exhibition Center unless approved in advance by AAO-HNSF.

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 14, 2010. 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 14, 2010, 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 a part of the space allotted to him. Each exhibitor must keep its stand in the display during open hours of the exhibition. All attendees 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.