

General Rules and Regulations

These Rules and Regulations are a bona fide part of the contract for exhibit space with the American College of Allergy, Asthma & Immunology (ACAAI) hereinafter referred to as Show Management. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well-being of the event. Each exhibitor, for himself, his employees, and his contractors agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these Rules and Regulations and extends to persons, things, printed matter, products and conduct. Show Management reserves the right to refuse applications of any exhibitor for any reason, as well as the right to curtail exhibits or parts of exhibits. Show Management's decision and interpretation shall be accepted as final in all cases.

PAYMENT OF SPACE

Applications must be accompanied by a 50% deposit of the total booth cost. 100% of payment is due no later than August 31, 2023. Applications received after August 31, 2023, must include full payment of the total booth cost (payable in US Funds and drawn on a US Bank).

CANCELLATION AND REFUNDS

All cancellations of booth space must be received in writing by Show Management. If space is reduced, the net reduction of space will be treated as a cancellation of that space and Show Management reserves the right to reassign the exhibitor's confirmed booth location at its sole discretion. If Show Management receives a written request for cancellation of space on or before August 31, 2023, the exhibitor will be eligible for a full refund minus \$500 for each 10' x 10' space; between September 1 – 30, 2023, eligible for a 50% refund of the total booth cost. No refunds will be made after September 30, 2023. It is expressly agreed by the exhibitor that upon failure to pay the space rental charge at the times specified, or failure 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 confirmed

booth location shown 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 Show Management enters into a further lease for the space involved. In case the exhibition shall not be held for any reason whatsoever, then and thereupon, the rental and lease of space to the exhibitor shall be terminated. In such case the limit claim for damage and/or compensation by the exhibitor shall be the return to the exhibitor of the pro rata amount already paid for space for this specific event.

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 EVENT.

ACCME SEPARATION OF EDUCATION AND PROMOTION

A strict firewall must always be maintained between educational activities and promotional opportunities. Compliance will be monitored by ACAAI Staff and committee members throughout the meeting.

Representatives and agents of an ACCME-defined commercial interest may not engage in promotional activities in the educational space before, during or after a CME activity. Observation (without participation) is allowed at any non-ticketed, general audience sessions (e.g. plenaries, symposia, etc.). Purchase of exhibit space will not be a condition of commercial support for any CME session or activity. Any ACCME-defined commercial interest cannot control and/or influence the content of a CME activity.

ALCOHOLIC BEVERAGES

Exhibitors may not serve alcoholic beverages in the exhibit hall except with the written permission of Show Management.

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 the exhibitor's failure to comply with the Act.

ARRANGEMENT OF EXHIBITS

Each exhibitor is provided access to 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 event. Exhibits not conforming may be dismantled or modified, at cost to the exhibitor, at the sole judgment and discretion of Show Management. Booth decorations are to be professional, standard booth design. No gimmicks or attention-getting decorations are permitted. Nothing may be taped, posted, nailed, screwed or otherwise attached to columns, walls, drape, floor or any interior or exterior surface of the center. Exhibits are not permitted to span an aisle by ceiling

or floorcovering. Signs, parts of exhibits, supplemental lighting or any other exhibit material suspended from or attached to the ceiling of the exhibit hall must be approved by Show Management. Exposed or unfinished sides and/or backs of exhibits and displays must be draped or finished so as to present an attractive appearance when viewed from aisles or adjoining exhibits. All exhibits will be inspected during set-up and, at the direction of Show Management, the decorator will install draping at the exhibitor's expense to any part of the exhibit deemed objectionable by other exhibitors or Show Management.

ATTORNEYS' FEES

Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement, or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges and expenses including attorneys' fees.

BOOTH REPRESENTATIVES

Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire

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is prohibited. Exhibitor badges are not to be issued to registrants who should pay the registration fee or to representatives of leasing companies, financial institutions, suppliers, vendors or others who wish to gain admittance for the purpose of making contacts.

CONTESTS, DRAWINGS, LOTTERIES

All unusual promotional activities must be approved in writing by Show Management no later than thirty (30) days prior to the opening of the event.

CONTROVERSIAL PROCEDURES

Diagnostic and therapeutic modalities advocated by exhibitors should be in compliance with the standards of practice endorsed by the Board of Regents of the American College of Allergy, Asthma & Immunology. Should a potential exhibitor have a question in this regard, that exhibitor should contact Show Management before the event opens.

COPYRIGHT LICENSING

Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform or display any copyrighted materials including but not limited to music, video and software. The exhibitor shall indemnify and hold harmless Show Management and facility against cost, expense, or liability which may be incident to, arise out of or be caused by the exhibitor's failure to obtain requisite license.

DIRECT SALES

Only those products listed on the exhibit application may be exhibited. Additional products for display must have Show Management approval prior to the event. Exhibitors are responsible for collection of any and all taxes required by the state, county and city governments.

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 exhibition periods and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, persons under the age of twenty-one (21) will not be admitted to the exhibit halls during move-in and move-out.

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 thirty (30) days prior to the opening of the event.

EXHIBITS & PUBLIC POLICY

Each exhibitor is charged with knowledge of all state, county and city laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this event. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the building. Any and all damages, losses, expenses and/or costs resulting from failure to observe this notice shall be payable by the exhibitor. The exhibitor must, at his expense, maintain and keep in good order his exhibit and the space for which he has contracted. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as an 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. Exhibitors must comply with city and state fire regulations. All booth decorations including carpeting must be flame proofed and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Electrical equipment and wiring must conform to 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. 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. Cylinders containing oxygen, compressed air or other medical gas must be secured by strap, stand or cart in an upright position to prevent tip-over. X-ray equipment may be displayed but not operated. Combustible materials used in the exhibit hall must be flame-proof in accordance

with the City Fire Department Codes. Use or storage of flammable liquids, gasses or solids is strictly prohibited.

FDA REGULATIONS

Exhibitors shall comply with all applicable Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and preapproved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses.

FOOD PRODUCTS

Food products may not be distributed unless they are the products being promoted at the event or they are used to demonstrate the company's product(s). Food products must be approved by the exhibit hall food and beverage department (special fees may apply) and Show Management. Food must be wrapped or in a container and not cause litter in the exhibit area. Exhibitors are responsible for keeping their booths litter free.

GIVEAWAYS

The American Medical Association has adopted guidelines governing gifts to physicians from industry. These guidelines have been endorsed by Show Management and other medical organizations and by the Pharmaceutical Manufacturers Association. Novelty gifts or souvenirs not manufactured by the exhibiting company must be submitted to Show Management for review. These premiums should be items that can be used during the meeting or in the professional activities of the attendee. The "Notification of Intent to Distribute Premium or Novelty Items" form will be included in the Exhibitor Kit and must be returned to Show Management for approval no later than sixty (60) days prior to the opening of the event. Show Management may withhold or withdraw permission to distribute souvenirs, advertising or other material it considers objectionable. Exhibitors may not distribute unofficial badges or company nameplates. No helium balloons may be used as booth decoration or inflated to distribute to visitors. All exhibitors distributing approved "stick-ons" may not place the "stick-ons" on the attendees' badges.

INDEMNIFICATION

Exhibitor agrees that he will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or

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misconduct on the part of the exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of the exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by the exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by the exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by the exhibitor shall be effective unless such damage or injury may result from the gross negligence or willful misconduct of Show Management, as the case may be. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against the exhibitor or relating to this lease or the Premises leased hereunder, then the exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

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. Any space not claimed and occupied by three (3) hours prior to the published Show opening time may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the event. If an exhibitor is late in removing its exhibit and causes Show Management to incur overtime or other costs, then the exhibitor will be responsible for those costs. Exhibits must be staffed during all event hours and may not, to any extent, be dismantled before the event closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

ISLAND BOOTHS

An island booth is exhibit space with aisles on all four sides. Full use of the space is permitted, but the design of the booth must allow for see-through visibility and accessibility from all four aisles. No drapery is provided for island booths. Island booth displays (including decorations) may not exceed 16' in height unless approved by Show Management. An exhibitor whose booth is adjacent to island booths should expect the same reasonable sight line from the aisle as

they would expect as if they were adjacent to an exhibitor with a standard booth.

Hanging signs are permitted, they must clear at least 2' from the ceiling and the bottom of the sign must clear at least 16' from the floor.

LIABILITY AND INSURANCE

All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. None of Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor. It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

LITERATURE DISTRIBUTION

All demonstrations or other activities must be confined to the limits of the exhibitor's booth. 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 unless approved by Show Management. Trade publishers are prohibited from soliciting advertising during the event. Trade publications may be distributed from their booth, but automatic distribution is prohibited unless approved by Show Management. Distribution of exhibitor materials is not permitted to attendee sleeping room doors, meeting rooms or anywhere else in the hotel and/or exhibit facility except in the specified booth space unless approved and coordinated by Show Management. Show Management will offer an official door drop bag, to have your materials considered please contact Show Management.

NO SMOKING

Show Management has established a policy of no smoking. This applies to the exhibit hall, lounge and meeting rooms.

OPERATION OF EXHIBITS

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 exhibition 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, is determined by Show Management

to be objectionable to the successful conduct of the exhibition 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. The use of celebrity spokespersons, magicians, fortune-tellers, dancers, mimes, puppet shows, other entertainment or special promotional activities is prohibited unless exhibitor has written permission from Show Management.

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 REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREE 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 EVENT AREA WITHOUT REFUND OR OTHER APPEAL.

PHOTOGRAPHY

An exhibit booth may not be photographed or videotaped without the permission of the legitimate occupants of that booth. This prohibition extends to the members of the medical or lay press. Show Management may take photographs and may use them freely in any media for Show Management purposes.

PROPERTY DAMAGE

Neither Show Management nor the 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 Show Management and the exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. In the event that such occurrence results in cancellation of the event, each party hereby releases the other from obligations under this contract. Accordingly, it shall be the

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responsibility of Show Management and the exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

SIGNAGE

Signs for Show Management approved sponsored functions are permitted but limited to two (2) per hotel and must have prior written approval from Show Management. Signage for product or activity promotion is not permitted outside the space contracted unless specifically authorized by Show Management.

SOCIAL ACTIVITIES

Any social function or special event planned by an exhibiting company to take place during the event must be pre-approved by Show Management. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and exhibition activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management. Social and hospitality functions should be held on an invitation-only basis. Host companies must make it clear to their guests that the event is not an official ACAAI function. Host companies agree to assume all liability, arising out of or in conjunction with such functions and agree to indemnify Show Management against any and all liability and claims and demands arising out of or in connection with the foregoing undertakings and responsibilities of the exhibitor. Hospitality functions within the hotel may only be advertised via the hotel activities board and must be cleared through hotel management. No lobby signs are permitted.

SOUND

Exhibits that include the operation of musical instruments, radios, sound projection equipment or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not 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 event opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

STANDARD BOOTH

All linear booths are 100 sq ft (10' x 10') unless otherwise noted. Booths have a back wall drape that is 8' high, with sidewall drapes that are 3' high. Total height of exhibits (including decorations) may not exceed 8'3" in height. All display fixtures over 4' in height and placed within 10 lineal feet of an adjoining exhibit must be confined to that area of the exhibitor's space that is at least 5' from the

aisle line. No solid exhibit construction may exceed 3'6" in height, except in the rear one-half of the booth. The intent of the height and depth restrictions is that each exhibitor is entitled to a reasonable sight line from the aisle regardless of the size of exhibit.

STORAGE OF PACKING CRATES AND BOXES

Unattended freight in any display space as of one (1) hour prior to event opening will be removed and stored at the exhibitor's sole risk and expense. 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 and boxes. Crates and boxes 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, boxes and exhibit materials 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 for at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the exhibitor after the event will be removed at the exhibitor's expense. Exhibitors will be billed by the service contractor for removal time and materials at prevailing rates. None of Show Management, the service contractor, nor the exhibit facility shall assume any liability whatsoever for loss or damage.

USE OF CERTAIN PROPERTY

Exhibitor will assume all costs arising from the use of patented, trademarked or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless Show Management, the service contractor, the exhibit facility and the city and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

USE OF INDEPENDENT CONTRACTORS

Exhibitors who plan to use the services of anyone other than the official service contractor must notify Show Management at least thirty (30) days in advance of event dates by completing the "Request for Use

of Exhibitor-Appointed Contractor" form included in the Exhibitor Kit. This includes exhibit designers and builders, audiovisual and computer suppliers, florists, security firms, photographers, etc. Independent contractors must: perform all services in a professional manner in accordance with the Exhibiting Rules and Regulations; not engage in solicitation of business on the exhibit floor for present or future conventions; order decorator labor in advance, either with the official service contractor or directly from the union or from exhibitor appointed contractor; and have all licenses, permits or bonding required by the federal, state, county or municipal governments and the Convention Center or Hotel Management prior to commencing work; and shall provide Show Management with an original Certificate of Insurance at least two (2) weeks prior to the Show dates. The insurance certificate must prove the policy will be in effect during the published installation and dismantling dates. Comprehensive general liability insurance against claims for bodily injury or death and property damage of not less than \$1,000,000 for each occurrence and an active worker's compensation insurance policy covering all permanent employees and temporary labor hired to perform work on this event are required.

USE OF SPACE

No exhibitor shall assign, sublet or share their allotted space 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 with by them in the regular course of business. Should an article of a 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 area.

WAIVER

Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of such rights in writing on one occasion shall not be construed as consent to or a waiver of any right or remedy on any future occasion.