



AAGL 2024 Terms and Conditions

As a condition of participation in the AAGL exhibition, each exhibitor, its representatives, and agents must agree to and abide by all rules and regulations set forth in the Application and Contract, Exhibitor Prospectus, Exhibitor Service Manual, and other correspondence of AAGL, its contractors/ agents, and the Ernest N. Morial Convention Center.

Eligibility for Exhibiting

AAGL, at its sole discretion, reserves the right to determine the eligibility of any Exhibitor. All products and services exhibited must be related to use in the operating room suites and/or pre/post-surgical areas, ambulatory surgery settings and surgical clinics, or otherwise related to the practice of perioperative nursing as determined by AAGL. Personal use products may be approved at the discretion of SPARGO, Inc. and AAGL.

Location of Exhibits

The Exposition will be held in Exhibit Halls H of the Ernest N. Morial Convention Center, New Orleans, LA.

Service Contractor & Exhibitor Service Manual

Heritage - Nationwide Exposition Services 620 Shenandoah Avenue, St. Louis, MO 63104.
Ph: 800.360.4323 | Fax: 314.534.8050 | Website: www.heritagesvs.com. Industrial exhibitors will be furnished, without extra charge, a standard display equipment booth, which includes: 8-foot-high draped back wall; 3ft. high draped side rail; and a booth identification sign (7"x44") stating the exhibitor's company name and booth number. A link to the Exhibitor Services Manual will be available on the AAGL website. Please contact Heritage - Nationwide Exposition Services regarding any special needs.

Deposit and Payment Schedule

All exhibit space and sponsorship items must be paid in full prior to move-in. Exhibitors with outstanding balances will not be permitted access to the Exhibit Halls or freight docks or begin the installation of their exhibits. Badges will also be withheld until full payment has been received.

Payment Policy:

- 50 % deposit payment due:
 - February 6, 2024 - 50% due for applications submitted prior to February 6, 2024
 - With application when submitted between February 6, 2024 and July 22, 2024
- 100 % payment due with application after July 22, 2024

AAGL requires payment in full no later than July 23, 2024. Failure to make payments does not release the contracted or financial obligation of Exhibitor.

In the event of cancellation by an exhibitor, AAGL shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following schedule:

Through February 5, 2024 - 0% of total booth rental fee

February 6, 2024 through July 22, 2024 - 50% of total booth rental fee

After July 22, 2024 - 100% of total booth rental space fee

AAGL Exposition Management (SPARGO, Inc.) must receive written notification of the cancellation. Date cancellation notice is received by AAGL will determine above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, AAGL reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

In addition to the above cancellation penalties, should Exhibitor cancel within 60 days prior to the first move-in day Exhibitor may be assessed fees incurred by AAGL to cover the booth area and convert it to a lounge area. Cancellation of exhibit space includes cancellation of registration allotted with exhibit space. Note that any exhibiting company that cancels exhibit space BEFORE it has made full payment is liable for full payment of the original cost of the total exhibit space less any applicable refunds as explained herein. Appropriate payment must be received within 15 days of cancellation.

In the event of failure or inability to fulfill this contract, to furnish the space due to fire, strikes, authority of the law, act of God, or for any other cause of reason, the AAGL shall determine an equitable basis for the refund of such portion of the exhibit fees as is possible, after due consideration of expenditures and commitments already made and thereupon this agreement shall be deemed canceled by mutual consent and the AAGL shall be relieved from responsibility thereunder.

Liability

Any third-party representatives in charge of providing installation and dismantling services hereby assumes entire responsibility and hereby agrees to protect, defend, and indemnify the AAGL and the venue and its owners and its operator and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all third-party claims, losses or damages to persons or property, governmental charges or fines and reasonable attorney's fees arising out of or caused by negligence or willful misconduct in its installation, removal, maintenance, occupancy, or use of the exhibition premises or a part thereof, excluding any such liability caused by any act, omission, or negligence of the Convention Center and its employees and agents.

Insurance

Exhibitor and any third-party representatives in charge of providing installation and dismantling services shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the contractual liability set forth in this Exhibit Agreement, in an amount not less than \$2,000,000 USD combined single limit for personal injury and property damage, worker's compensation insurance and

automobile liability insurance covering all owned, non-owned, and hired vehicles including loading and unloading operators.

AAGL and the venue shall be included in such policies as additional insureds. The Certificate of Insurance shall include that notification of cancellation will be provided to the additional insureds sixty (60) days prior to the event. The Certificate of Insurance must be received in the SPARGO Office by September 16, 2024.

In addition, Exhibitor acknowledges that neither the AAGL, the venue, its owners and its operators maintain insurance covering exhibitor's property and it is the sole responsibility of the exhibitors and their representatives to obtain business interruption and property damage insurance insuring any losses by Exhibitor.

Install/Dismantle

In order to conform to union contract rules and regulations, it will be necessary that all exhibitors use qualified union personnel for the installation and dismantling of exhibits and for material handling within the Show. The handling, placing, or setting out of the merchandise that is to be displayed does not require union labor and may be done by the exhibitor. In addition, the installation or dismantling of an exhibit that does not require the use of hand tools, or more than one person, and can be accomplished within thirty (30) minutes, may be performed by the owner or company representative.

The decorator's Material Handling Department is responsible for maintaining in and out traffic schedules at the show site. Even local exhibitors should clear all movements of exhibit materials through this department as they will have priority at the unloading area at all times.

Union jurisdiction allows hand-carried items only and will not permit exhibitor's use of dollies, hand trucks, or pushcarts. Electrical installation must conform to Union rules and regulations and to all national, state and local codes. All exhibitor's decorating materials, furniture, signs, and equipment must conform to national, state, and local fire and safety codes. The use of open flames or butane gas is strictly prohibited.

The dismantling of exhibits begins on Tuesday, November 19, 2024, at 2:00 pm. Dismantling an exhibit or packing of equipment or literature prior to 2:00 pm on Tuesday, November 19, 2024, is not permitted. To avoid damage to equipment or display materials, exhibitors should remain with the equipment until crates are returned and materials packed. All crates must be packed and labeled for outbound shipment.

Exhibitor Approved Contractor (EAC)

All exhibitors using an EAC must submit to AAGL in writing the name, address, telephone number, and contact person of the contracted company. Please send this information to exhibits@aagl.org no later than October 14, 2024. All EACs must submit to AAGL an original certificate of insurance (see Insurance section above).

Booth Height Regulations

Booths:

A maximum of 4 feet in height on each side of the exhibit booth has been established so that no booth will interfere with or distract from any other exhibit booth. Each exhibitor is entitled to a reasonable sight line from the aisle regardless of the size of their exhibit.

Island Booths:

When an island booth exceeds 8'3" it does not interfere with other exhibitors because it does not back up against another exhibitor's back wall. The extra height is often required in an island booth exhibit to permit the open walk-through approach normally used in this type of location. Ceiling height is 24 feet. Healthcare Convention and Exhibitors Association (HCEA) rules to be followed (see www.hcea.org/hcea_guidelines-and-best-practices/)

Americans with Disability Act (ADA)

To comply with the ADA, exhibitors should make every effort to accommodate attendees who are handicapped. The exhibit should be installed according to HCEA guidelines and may not project beyond the space allotted, obstruct the view of, or interfere with other exhibits. AAGL reserves the right to request modifications, at the exhibitor's expense, of any display that does not comply with these guidelines.

Children

For the protection of your children and to maintain the scientific nature of the exhibit hall, no children under the age of 18 will be allowed during the installation, dismantle, and exhibit hall hours.

Speakers at Booths

The AAGL will allow clinical presentations and prerecorded surgeries (no live surgeries) from exhibit booth locations; however, these presentations will only be allowed for exhibitors presenting at least a 20'x20' exhibit. These presentations may only be held during the refreshment breaks and luncheons. Amplification of the presenter is allowed; however, we request that you keep the volume at a comfortable level for your neighboring exhibitors.

Music and Videos

At no time should music or videos be played at a level that interferes with the activities of exhibit companies in your area. Amplified sound at booths cannot exceed 10 watts. The exhibitor is responsible for any and all fees which may be due to ASCAP or BMI for the use of copyrighted music used in audio presentations. You may contact the AAGL office for further information. Music videos or posters/pictures containing sexually explicit or vulgar language or acts are strictly prohibited. The AAGL reserves the right to determine what is appropriate regarding music, music volume, videos, and posters/pictures.

Badges

All representatives of exhibiting firms must register and wear an official exhibitor's badge for admission to and while in the exhibit hall, as well as for admission to the General Sessions, Plenary Sessions, Posters, and Podium Sessions. Company badges will not be accepted in lieu of the official meeting badge once the show opens. An Exhibitor's Badge Registration form will be available on the AAGL website.

Each exhibiting company will receive 2 complimentary badges for every 100 sq. ft. of booth space purchased. Additional badges are \$30 per person. After November 11, 2024 additional badges will be \$45 per person.

Each exhibiting company will receive two complimentary box lunch tickets per day for every 100 sq. ft. of booth space purchased. Additional box lunch tickets are \$75 each.

Sponsored Symposia & Affiliated Exhibitor Events

For those companies providing a reception or evening symposia, please send a copy of your proposed invitation to the AAGL for approval prior to printing and distribution. You may post signs near the AAGL registration desk and distribute flyers from your exhibition booths. Applications for Sponsored Evening Symposia and Affiliated Exhibitor Events, including evening symposia, receptions, or meeting room space, will be available on the AAGL website.

Attendee Lead System

The AAGL will provide a lead retrieval system for use in the exhibit hall. Information on how to sign-up for the lead retrieval system will be provided in the Exhibitor Manual as distributed by Exposition Management.

Selling of Products & Services

Sales are permitted provided that all transactions are conducted in a manner consistent with the professional nature of the exhibits. AAGL reserves the right to restrict sales activities that it deems inappropriate.

It is the responsibility of the exhibitor to secure any licenses, permits, and/or identification numbers required by the local and state government to sell their products. No organization or its representative may display, demonstrate, or distribute their products and/or services in any location other than their designated exhibit booth.

Companies that have been approved to host exhibitor-sponsored events or who are participating in the Exhibit Hall Buyer's Guide (formerly the Convention Bag Insert) program may use these vehicles to promote their products/services.

Photography and Videotaping

The AAGL contracts its own photographers and videographers for documentation and promotion of its Annual Global Congress and reserves the right to photograph any exhibit booth, sign, program, or sponsorship opportunity at any time; Exhibitor hereby grants to the AAGL a release and license for any such photographs to be used for AAGL's business purposes. Photography or video recording by Exhibitors, including using camera-enabled cell phones, is allowed only if approval is received in advance from the AAGL.

Photographing or videotaping another exhibitor's booth, graphics/display or staff without their permission is strictly prohibited. Exhibitors that wish to use a photographer other than the designated official show photographer and/or mobile camera crews must comply with the following procedures:

1. Exhibitors may request permission from the AAGL to use a non-official photographer to photograph their booth. Requests must be submitted in writing no later than thirty (30) days prior to the opening of the Exhibit Hall.
2. Exhibitors may request permission from the AAGL to use a non-official mobile camera crew to videotape their own booth. Requests must be submitted in writing no later than thirty (30) days prior to the opening of the Exhibit Hall.
3. Non-official photographers and/or mobile camera crews who have received prior approval from the AAGL must obtain an exhibitor registration badge to access the Exhibit Hall prior to, during, and after show close. NOTE: The AAGL does not require schedules or request approval for personnel to enter the hall for the installation and dismantling of stationary cameras and

video equipment which will be used by exhibitors for approved booth presentations or activities.

Survey and Questionnaires

Exhibiting companies wishing to ask meeting attendees to complete a survey/questionnaire for marketing research or analysis purposes must not provide any monetary compensation for completing the survey. A modest gift, in accordance with the AdvaMed Code of Ethics, may be given for completing the survey/ questionnaire. All meeting attendees must be allowed to complete the survey if they so desire and an exhibitor may not deny an attendee from participating in a survey/questionnaire based on age, sex, race, or any other reason.

Usage of the AAGL

Name The use of the AAGL's name, insignia, association logo, annual meeting logo, or other identifying marks of the AAGL may not be used in signs, advertising, or promotions in any media or on descriptive product literature without the express written permission of the AAGL.

Security

As noted under Liability, AAGL and the venue will not be responsible for any damage, theft, or loss of any kind. AAGL will, however, provide general Overnight Perimeter Security Service, beginning on November 14, 2024, and ending on November 19, 2024. Companies requiring additional security at their booth may do so at their own expense by contacting the AAGL office to obtain the name of the official security company for the event.

Food and Beverage Services

The venue is the exclusive provider of all food and beverage services within the facility. Exhibit companies and guests are prohibited from bringing any food and beverage into the Convention Center from outside sources without prior written permission from the Convention Center.

Hotel Reservations

On occasion, company representatives have questioned the housing procedures of most organizations. In selecting the location of our Global Congress, AAGL reserves rooms to include our members, and exhibit company representatives. We commit to the hotel(s) that the rooms we reserve will be utilized.

While our attendees can make their individual room reservations directly with the hotel(s), it is more complicated when blocks of rooms are requested. We realize that as a company you may have many representatives attending the meeting, and that the actual number is difficult to determine in advance.

What we have found in the past is that some companies will block an excess of rooms and cancel them just prior to the meeting. This causes the following problems: 1) our room block fills quickly with physician reservations and exhibitor blocks, leaving other attendees to look for space at other hotels; and 2) excess exhibit blocks are then canceled prior to the meeting and we have not met our obligation to the hotel(s).

AAGL expects your company representatives to book their accommodations at the hotel(s) in our block. We are interested in working with each individual company to ensure that your housing needs are met. We will allocate rooms to each company from our room block as accurately as possible using prior history as our guide. An Exhibitor Housing Form will be

available on the AAGL website. All requests for housing must be sent to the hotel(s) with a copy to AAGL at housing@aagl.org. By working together to monitor the hotel room requests, hopefully, we can alleviate imposing penalties.

Exhibitor Disputes & AAGL

Exhibitors agree that any legal disputes, suits, or actions between AAGL and an exhibitor resulting from the participation in the exhibition or related activities of the AAGL Global Congress will be governed by the laws of the state of California.

Proper Attire

All exhibitors and their agents are expected to dress and conduct themselves in a professional manner at all times.

Product/Service Displays

To maintain the aesthetic appeal of the meeting, exhibit booths must be free of debris. AAGL reserves the right to order porter service at the exhibitor's expense if it creates an unsafe or unprofessional environment, as well as the right to curtail exhibits or parts of exhibits that reflect against the character of the meeting. Non-professional products or services are not to be displayed.

Investigational, Pre-Approved & Off-Label Products

Exhibitors shall comply with all applicable U.S. Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and pre-approved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses. Any product not FDA-approved for a particular use or not commercially available in the U.S. may be exhibited only if accompanied by easily visible signs indicating the status of the product. Exhibitors shall have available at their exhibit space a letter from the FDA that describes the allowable use of any drug or device exhibited.

No Smoking Policy

The AAGL has a no-smoking policy for the AAGL Global Congress. Smoking will not be permitted in any meeting area, common space in the convention center, or Exhibit Hall.

Exhibitor-Sponsored Events

No activities can be scheduled during the official program hours.

Code of Conduct

AAGL is committed to providing a friendly, safe, supportive, and harassment-free environment during the Congress. AAGL expects Congress participants to respect the rights of others and communicate professionally and constructively, whether in person or virtually, handling disagreement with courtesy, dignity, and an open mind. All participants are expected to observe these rules of conduct in all Congress venues. Organizers will actively enforce this code throughout this event. Violations are taken seriously. If an attendee or participant engages in inappropriate, harassing, abusive, or disruptive behavior or language, the AAGL has the right to carry out any action it deems appropriate.

What to Do

If you have any concerns about an individual's conduct, please go to the AAGL Registration Counter for guidance on filing an incident report.

Recording

Video- and audio-recording of sessions by congress attendees is strictly prohibited. Registration, attendance, or participation in AAGL 2024 meetings, Congress, and other activities constitutes an agreement that allows AAGL to use and distribute your image or voice in all media. If you have questions about this policy, please visit the AAGL Registration Counter.

Anti-Harassment Statement

AAGL encourages its members to interact with each other for the purposes of professional development and scholarly interchange so that all members may learn, network, and enjoy the company of colleagues in a professional atmosphere. Consequently, it is the policy of the AAGL to provide an environment free from all forms of discrimination, harassment, and retaliation to its members and guests at all regional educational meetings or courses, the annual Global Congress (i.e., annual meeting), and AAGL-hosted social events (AAGL sponsored activities). Every individual associated with the AAGL has a duty to maintain this environment free of harassment and intimidation.

Reporting an Incident

AAGL encourages reporting all perceived incidents of harassment, discrimination, or retaliation. Any individual covered by this policy who believes that he or she has been subjected to such an inappropriate incident has the following option for reporting:

- By email or phone to: The Executive Director, Linda Michels, at lmichels@aagl.org or 714-503-6204.

All persons who witness potential harassment, discrimination, or other harmful behavior during AAGL sponsored activities are expected to report the incident and be proactive in helping to mitigate or avoid that harm and to alert appropriate authorities if someone is in imminent physical danger. For more information or to view the policy please go to:

<https://www.aagl.org/harassmentpolicy>.