#### **Exhibit Space Application**

- Complete the Exhibit Application/ Contract in its entirety. The Exhibit Application/Contract must be signed and dated by an authorized representative of the applicant.
- Submission of the application for exhibit space constitutes the exhibitor's agreement to abide by these regulations.
- Submit product description(s) along with supporting information regarding the efficacy of your product to <u>acogexhibits@spargoinc.com</u> by March 25, 2022.

### **Payments**

All exhibit space must be paid in full prior to move-in. Exhibitors with outstanding balances will not be permitted access to the exhibit halls. Badges will also be withheld until full payment has been received.

### Payment Policy:

- September 10, 2021 ...50% due with applications submitted prior to September 10, 2021.
- September 10 January 6, 2022...50% due with application.
- After January 6, 2022...100% due with application. ACOG requires payment in full no later than January 7, 2022.
- Failure to make payments does not release the contracted or financial obligation of Exhibitor.
- An invoice with instructions to submit credit card payment will be sent via email.
- All checks and money orders must be sent with a copy of your invoice in U.S. funds and made payable to the American College of Obstetricians and Gynecologists (ACOG).

Mail checks and money orders to: ACOG Exposition Management c/o SPARGO, Inc. 11208 Waples Mill Road, Suite 112 Fairfax, VA 22030 Checks sent without the invoice, in combination with other payments, or not properly addressed may have a delay in processing. The ACOG tax ID number is 90- 0489809. See the exhibitor portal for ACOG's W-9.

## Booth Reservation Inclusions and Rates

The floor plans on the exhibitor websites for ACOG 2022 show the exhibit areas with numbered spaces. Assignment of booths will be made only when ACOG Exhibits Management receives the signed contract. Internet and electrical requirements are additional. There may also be an additional charge to attend social functions.

#### **Contract**

By signing (physically or electronically) the Exhibit Application/ Contract, the exhibitor agrees to abide by all of the requirements contained in this exhibitor prospectus, the Exhibitor Service Manual, and any correspondence from ACOG to the exhibitor/ exhibiting company, their staff, officers or agents. Together, these documents comprise the contract between ACOG and the exhibitor.

#### **Eligibility to Exhibit**

To exhibit at the 2022 Annual Clinical and Scientific Meeting, all organizations must be approved by ACOG. Allorganizations participating in the exhibition must have a product or service that is related to the field of obstetrics or gynecology or that may otherwise benefit the attendees. ACOG reserves the right to modify the eligibility criteria or to revoke its approval at any time and for any reason. If ACOG revokes its approval, ACOG will refund the exhibitor's payment.

#### **Violations**

ACOG reserves the right to remove any exhibit or bar future exhibition participation if, in ACOG's opinion, the exhibitor disregards or refuses to observe ACOG's or the San Diego. Convention Center rules, policies, or written or verbal instructions or if ACOG determines that the exhibit is offensive or not in keeping with the professionalism or standards of the practice of obstetricsand gynecology. If an exhibitor removal does occur, we will neither refund the exhibit fee paid nor pay for exhibitor losses such as exhibitor housing, travel, wages, or other fees associated with exhibiting.

If, in ACOG's opinion, an exhibitor flagrantly disregards ACOG's guideline(s), policies, or directives, ACOG reserves the right to impose an appropriate penalty which may not be stated above.

# Cancellation/Reduction of Exhibit Space

Organizations participating in the exhibition may cancel the lease of exhibit space or reduce the exhibit space reserved at any time with written notice to ACOG Exhibits Management by email to <a href="mailto:acogexhibits">acogexhibits</a>
<a href="mailto:acogexhibits">@spargoinc.com</a>. The following schedule will be used when acknowledging refunds for cancellation or reduction:

- Cancellation or exhibit space reduction requests received through September 9, 2021 will be assessed a 10% cancellation penalty.
- Cancellations or exhibits space reductions received after September 10, 2021 – January 6, 2022 will be assessed a 50% cancellation penalty.
- Cancellations or exhibit space reductions received after January 7, 2022 will be assessed a 100% cancellation penalty.
- Regardless of payment tender, all funds will be returned via check.

#### **No-Shows**

Exhibiting companies that reserve exhibit space and do not provide ACOG with written notice of their inability to exhibit by May 4, 2022 will automatically be charged an additional lounge fee of \$500, and are still responsible for paying any unpaid balance due for any outstanding exhibit fees, and may not be allowed to participate in future exhibitions sponsored by ACOG.

#### After-Hours Admission to Exhibit Hall

Exhibitors wearing badges may enter the Exhibit Hall one hour before the opening of the exhibition on each day and may remain in the Exhibit Hall one hour after the close of the exhibition each day to reorganize their booths. After-hours demonstrations are not allowed.

### Photography and Videography

Only ACOG's official photographer or videographer may take photos and videos in the Exhibit Hall.

Exhibitors are prohibited from taking photographs or videos in the Exhibit Hall. Exhibitor agrees that ACOG and ACOG's official photographer or videographer may take photographs and videos and ACOG has irrevocable ownership of these photographs and videos with the right to use, edit, alter, reproduce, prepare derivative works, distribute copies of and display in any manner or medium for any purpose.

#### **Indemnification and Waiver**

Exhibitor shall indemnify and hold harmless the San Diego Convention Center, SPARGO, Inc., andThe Freeman Company, LLC to the same extent that ACOG is required to do so pursuant to ACOG's agreement with the San Diego Convention Center: Exhibitor shall indemnify, hold harmless, and defend the San Diego Convention Center, SPARGO, Inc., and Freeman, the city in which the meeting is held, and their respective members, officers, directors, agents, contractors, and employees

from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorney's fees) arising out of, caused by, or resulting from, in whole or in part, any act, omission, negligence, fault, or violation of law or ordinance associated with the use or occupancy of the facilities by Exhibitor, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees, or any other person entering the facilities with the implied or express permission of Exhibitor.

Exhibitor shall also indemnify, defend with counsel of ACOG's choice, and hold harmless ACOG, ACOG Land Holding Corporation, the ACOG Foundation, and their respective officers, directors, agents, employees, and members (the "Indemnified Parties") from and against any and all claims, losses, demands, actions, suits, proceedings, judgments, settlement expenses, liens, liability (including but not limited to liability assumed in contractual agreements with third parties), injuries, death, physical damage to property, and environmental damage and the defense thereof, including reasonable attorney's fees and costs (collectively the "Claim(s)") incurred by the Indemnified parties based upon, related to, caused by, or arising from, in whole or in part, any act or omission including but not limited to the negligence, gross negligence, intentional misconduct, fault or violation of law of Exhibitor, its employees, agents, subcontractors, assignees, or delegates. In defending all Claim(s), Exhibitor shall use counsel reasonably satisfactory to ACOG and shall proceed

with diligence, timeliness, and good faith in such defense. Exhibitor's duty to indemnify shall apply to an Indemnified Party except to the extent such Claim(s) results from the sole negligence, gross negligence, or willful misconduct of that Indemnified Party but said duty to indemnify shall continue as to other Indemnified Parties. Except as may be otherwise provided by applicable law, the Indemnified Parties right of indemnification shall not be impaired, reduced or diminished by any act, omission, misconduct, negligence or default of any Indemnified Party or of any employee or agent of any Indemnified Party who may have contributed there to. To the extent any law may prohibit any application of all or any part of the indemnity obligations in this Agreement, it is the intent of the Parties that any such prohibited provisions are severable and the indemnity obligations in this Agreement shall be construed to impose the indemnity obligation in all circumstances, applications and situations to the fullest extent permitted by law.

Neither the conference/exhibition sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to exhibitor or to exhibitor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the conference or exposition event. By signing this Agreement, exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend, and hold harmless the conference/exhibition sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of exhibitor, exhibitor's agents, employees or representatives.

#### **Insurance**

Exhibitor shall purchase and maintain insurance of the types, in the amounts, and with all the required stipulations required by the San Diego Convention Center and shall also comply with all the insurance provisions required of ACOG pursuant to ACOG's agreement with the San Diego Convention Center.

Exhibitor shall promptly advise ACOG of any changes or lapses of the requisite insurance coverage.

- a) Exhibitor shall also purchase and maintain at a minimum during the term of this agreement the following insurance coverage:
  - Workers' compensation coverage for its employees valid in the District of Columbia.
  - ii. Commercial general liability policy on an Occurrence form with a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate, including bodily injury, property damage, personal injury, and contractual liability.
  - iii. Business automobile liability policy covering all owned, nonowned, and hired automobiles with minimum limits of \$1,000,000 combined single limit.
- b) Exhibitor shall provide Certificates of Insurance to ACOG at least 30 days prior to the exhibit hall move-in date evidencing the insurance required including policy numbers, dates of expiration, and limits of liability thereunder.
- c) All insurance should be provided by insurance companies with a Best's Rating of A or XII or better. Policies shall provide for a 30-day material change in favor of ACOG and the San Diego Convention Center.
- d) The required policies shall be endorsed to name ACOG, ACOG

Land Holding Corporation, the ACOG Foundation, and their officers, directors, employees as additional insureds and shall also be endorsed to name the official service contractor for the meeting, SPARGO, Inc. and other additional insureds as required by the San Diego Convention Center; the city in which the meeting is held; and the members, officers, directors, agents, and employees of each of these three entities.

# Cancellation and Postponement of the ACOG 2022 Annual Clinical and Scientific Meeting

In the event that the ACOG 2022 Annual Clinical and Scientific Meeting is postponed due to any occurrence not occasioned by the conduct of ACOG or the exhibitor, whether such occurrence be an act of God; the common enemy; the result of terrorism, war, riot, civil commotion, sovereign conduct; widespread dissemination of an infectious disease; curtailment of transportation facilities; or the act or conduct of any third party (individually and collectively referred to as the "Occurrence"), then the performance of the parties of their respective meeting obligations shall be excused for such period of time as is reasonably necessary after the Occurrence to remedy the effects thereof. If the Occurrence results in cancellation of the ACOG 2022 Annual Clinical and Scientific Meeting, the obligations of and the performance by the parties under applicable agreements shall automatically be terminated and all booth payments shall be refunded to Exhibitor, less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by ACOG through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

#### **Exhibitor Disputes and ACOG**

Exhibiting companies, their employees, agents, and vendors agree that any legal disputes, suits, or actions between ACOG and an exhibitor resulting from the participation in the exhibition or related activities of the ACOG 2022 Annual Clinical and Scientific Meeting will be governed by the laws of the District of Columbia without regard to conflicts of law principles and shall be adjudicated exclusively in the courts located within the District of Columbia. Exhibitor hereby consents to personal jurisdiction and venue in the District of Columbia.

## **Proper Attire**

All exhibitors and their agents are expected to dress and conduct themselves in a professional manner at all times and to comply with the rules, regulations, and policies enforced by ACOG during the ACOG 2022 Annual Clinical and Scientific Meeting. Exhibitor representatives are required to staff their exhibit space(s) at all times when the Exhibit Hall is officially open. If your company is using models to demonstrate your product or service, such as examining tables, they should wear a loose sweat suit and sneakers. No leotards, shorts, bikinis, or stretch pants are permitted.

### **No-Smoking Policy**

No smoking is allowed at the ACOG 2022 Annual Clinical and Scientific Meeting. Smoking will not be permitted in any meeting area or common space in the convention center or Exhibit Hall.

#### Registration/Badges

All individuals representing an exhibiting company must register as an exhibitor and wear the appropriate badge. Exhibitor Badges are non-

transferable. This policy applies to personnel staffing a particular exhibit for the duration of the exhibition as well as those who will be visiting for a short period of time. It is against ACOG's policy for exhibitors to lend their badges to anyone. In addition, it is against ACOG's policy for an exhibitor to assist an ineligible individual in obtaining a badge or gaining access to the Exhibit Hall. Anyone who violates this policy will be barred from further participation in this and future meetings. An exhibitor's badge is valid admission to the Exhibit Hall only. All other sessions are restricted to registered meeting attendees with a full-access badge. Paid exhibitors will receive emailed information regarding their exhibitor badge registration and pickup for the ACOG 2022 Annual Clinical and Scientific Meeting.

#### **Work Badges**

Unregistered exhibitor agents, vendors, and exhibitor-appointed contractors (EAC) who wish to access the exhibit floor during installation and dismantlement hours will be required to show proof of affiliation with the exhibiting company or EAC to receive a work badge. Work badges will be distributed on-site from the official service contractor's desk or the exhibitor registration desk.

#### Official Contractors and Services

The ACOG 2022 Annual Clinical and Scientific Meeting has an official service contractor and will provide an official exhibitor service manual to each paid exhibitor before the meeting. The service manual will enable the exhibitor to order services and equipment for their exhibit space. The following services must be performed exclusively by ACOG, our vendors or contractors, or our hotel- appointed contractors and vendors:

- · Booth cleaning services
- Convention security
- · Material-handling services
- Audiovisual and computer rental services
- Electrical services
- · Plumbing services
- · Telephone services

It is the responsibility of the exhibiting company to forward all pertinent information to their contractors (e.g., exhibitor service manual, move-in and move-out instructions, shipping).

### **Temporary Personnel**

If it is necessary for your company to employ temporary personnel, be sure to provide them with the exhibiting company's name, booth number,

and the name of the contact at the exhibit. They must bring proof of affiliation with the temporary agency (e.g., name tag or timecard), and a positive ID (e.g., driver's license). All temporary personnel must wear a badge while on the exhibit floor and be informed that the attire for the ACOG 2022 Annual Clinical and Scientific Meeting is business attire. Temporary staff badges are counted toward your complimentary badge allotment.

#### Official Exhibits

All exhibits will be assigned by ACOG and will be located in the designated Exhibit Hall(s). No company or their representatives may display, demonstrate, or distribute their products or services in any location other than their designated exhibit space(s).

Subletting or sharing of exhibit space is not permitted. There may only be one approved exhibitor or company represented in an assigned exhibit space.

## Space Assignment, Relocation of Exhibits, and Floor Plan Revisions

Space will be assigned on a firstcome-first-serve basis. Whenever possible, space will be assigned per the exhibitor's choice, but the final arrangements will be determined by ACOG Exhibits Management. Once your exhibit space has been confirmed you will receive your automated receipt and access to the ACOG 2022 Annual Clinical and Scientific Meeting exhibitor portal. Visit the Annual Meeting exhibits web page for the most current floor plan and exhibit information. ACOG retains the right to change or edit the floor plan how it sees fit for the betterment of the show. ACOG will notify the primary contact for the booth of such changes.

ACOG retains the exclusive right to revise the Exhibit Hall floor plan(s) or relocate any assigned exhibitors as necessary for the betterment of the event as determined solely by ACOG Exhibitors who change the size of their exhibit space are not guaranteed the originally assigned location and may be subject to relocation.

#### Children

It is important to ACOG that our Annual Clinical and Scientific Meeting (ACSM) is inclusive and responsive to the needs of our members, including those who are parents to young children. The following guidelines will be in place for the 2022 ACSM:

- Newborns and breastfeeding infants will be allowed in any ACSM venue when accompanied by an ACSMregistered parent/guardian
- Children with an ACSM-registered parent/guardian must also be registered if they are attending any part of the meeting, including educational and business sessions, the opening ceremony, the convocation, and the exhibit hall

- Children over 18 months old, and under 18 years old must be banded at all times in Convention Center
- Children will be allowed in the Exhibit Hall during regular exhibit and reception hours
- All children in the Exhibit Hall must be accompanied by, and in direct control by a parent/guardian at all times.
  - Parent/guardian must be a registered ACSM attendee and display their badge
  - Parent/guardian takes full responsibility for child's well-being and for their behavior
- Single-width strollers will be allowed in Exhibit Hall, stroller parking will be available
- Commercial solicitation to children by exhibitors in the form of gifts, toys, or consumable food/drink items is prohibited
- No children under the age of 18 will be permitted in the Exhibit Hall during installation or dismantle.

#### **CME**

Granting participants any category of CME credits from an exhibit space is prohibited.

### **Nonexhibiting Companies**

Nonexhibiting companies and their personnel, agents, and contractors will not be permitted in the Exhibit Hall at any time. In addition, nonexhibiting companies will not be allowed to register for the meeting and will be denied entrance to any of the exhibitor-approved Annual Meeting functions for meeting attendees and approved exhibitors. Nonexhibiting companies will not be allowed to

display or demonstrate any services or products in the convention center or any hotel within ACOG's Annual Meeting housing block. We do not offer a walk-through of the Exhibit Hall to nonexhibiting companies.

#### **Product/Service Displays**

The exhibitor is permitted to demonstrate devices, instruments, equipment, or services; to make presentations; and to distribute printed materials related to those products or services that the exhibitor lists on its application, provided that such products or services have been approved by ACOG. If other products or services are displayed, ACOG will require exhibitors to remove the unrelated product or service from the exhibit. We reserve the right to decide the appropriateness of any service, product, device, videotape, or audiotape. Products or services that are not acceptable for exhibition at the ACOG 2022 Annual Clinical and Scientific Meeting include but are not limited to products that are

- Designed to assist physicians in preparing for board certified examinations
- Not FDA approved
- Manufactured and sold only through physicians' offices or the internet
- Not available throughout North and Central America and the Caribbean
- Multilevel marketing or profit enhancement opportunities or any variation

Exhibitors shall not offer, and the attendees cannot receive, any type of monetary compensation for the use of a product or service, referrals, or any similar activities. Information or panels for pharmaceuticals that are coming soon or FDA-controlled devices that have not been FDA approved may neither be distributed nor displayed.

#### **Selling**

To assist companies with maximizing their exhibiting opportunity, exhibitors will be allowed to sell their products or services in the Exhibit Hall. The exchange of checks and credit cards for a product or service is allowed. Every transaction must be accompanied by a receipt for the purchaser. For security reasons, cash transactions are discouraged. It is the exhibitor's responsibility to acquire any necessary licenses, permits, or identification numbers required by the local government to sell their products or services and to collect and remit applicable city and state sales taxes.

### **Live Scanning**

Scanning of human models or animals is not permitted in the Exhibit Hall except for bone-density or ultrasound scanning of meeting participants, which may be approved on a case-by-case basis. Equipment for demonstrations must not pose a safety hazard. Please refer to FDA guidelines for the use of devices, such as Ultrasound devices, for demonstration purposes. Please email your written request to acogexhibits@spargoinc.com.

Make sure to provide a detailed letter with the specifications of the equipment you will be using, how it will be used, and a sample of a liability waiver that participants will sign holding ACOG harmless. This waiver must be approved by ACOG.

### **Food and Beverages**

Aramark is the exclusive provider of food and beverage at the San Diego Convention Center. Requestsfor approval to use an outside food and beverage provider must be approved in writing by the Centerplate Catering Sales Manager.

Alcohol is not allowed in the Exhibit Hall unless part of a reception or event inside of Exhibit Hall.

#### **Audio/Visual Equipment**

Exhibitors are prohibited from using the following devices in the Exhibit Hall:

- Microphones
- · Flashing lights
- Audio or visual devices that display anything other than exhibiting company products and services; prohibited displays include, but are not limited to, sporting events and news broadcasting

Excessive audio or visual devices and offensive displays are not permitted, and sound effects are discouraged because of the potential to interfere with other exhibitors and detract from the professional atmosphere of the Exhibit Hall. Exhibitors may use sound equipment in their booths if the noise level does not disrupt the activities of the neighboring exhibitors. No microphones may be used during presentations. Electrical or other mechanical apparatus must be muffled so that the noise does not interfere with other exhibitors and speakers; other sound devices must be positioned to direct sound into the booth rather than into the aisle. At the request of ACOG, objectionable sound levels must be remedied or use of the sound-producing device will be forbidden for the remainder of the show. Those exhibitors violating noise regulations will be warned only once before the removal of the equipment at exhibitor's expense.

#### **Surveys and Questionnaires**

These guidelines are for exhibiting companies that are asking conventionregistrants to complete a survey/questionnaire for marketing researchor analysis purposes.

Exhibitor is solely responsible for complying with all applicable laws and regulations regarding privacy and human subject research and must obtainany required consents from participants.

- Written approval from the Meetings and Exhibits Department is necessary if an exhibitor wishes to have meeting attendees complete surveys or questionnaires.
   Submission of sample survey or questionnaire must be received by April 5, 2022. Submit surveys and questionnaires to ACOG Exhibits Management via the online Exhibitor Resource Center for approval.
- A copy of the survey or questionnaire must be submitted with a written statement of the purpose, specific identification of who will have access to the information provided by the survey questionnaire, and whether the information will be used in ads, publications, or statements to any news or media source.
- All meeting participants must be allowed to complete a survey if they so desire.
- An exhibitor may not deny an attendee from participating in a survey or questionnaire based on age, sex, race, or any other reason.
- Exhibitor must share the results of any survey with ACOG.

# ACOG Meetings Anti-Harassment Policy

Background

ACOG promotes an environment of respect, fairness, integrity, and inclusiveness. (See ACOG Diversity Statement for Volunteer and

Leadership Positions). These values are reflected in the ACOG Code of Profession-al Ethics, the Statement of Values, and the ACOG Diversity Statement for Volunteerand Leadership Positions.

ACOG's commitment to its values is also reflected in its Harassment- Free Workplace policy, which prohibits sexual and discriminatory harassment against ACOG employees, whether the harassment is committed by an employee, member, volunteer, vendor, exhibitor, or other party.

This ACOG Meetings Anti- Harassment Policy further promotes ACOG's values by defining the expectations for all participants at any ACOG meeting and related social events. When used in this policy, "participant" refers to anyone present at any ACOG meeting, including all attendees, members, speakers, staff, contractors, vendors and exhibitors. This policy applies to all meetings hosted by ACOG at all venues and events, including all ancillary or unofficial social events heldin conjunction with any ACOG meeting.

### 1. Expected Behavior

ACOG expects all participants at every ACOG Meeting to behave responsibly and professionally and to abide by this Anti-Harassment Policy. In addition, ACOG expects participants to comply with the following:

- Responsible alcohol consumption:
   At many ACOG networking events
   both alcoholic and non-alcoholic
   beverages are served. ACOG expects
   participants at our events to drink
   alcoholic beverages responsibly.
   ACOG and event staff have the right
   to deny service to participants for any
   reason and may require a participant
   to leave the event.
- Safety and security: Participants should alert ACOG staff if they notice a dangerous situation or someone in distress.
- · Treatment of others: Participants
- must exercise professionalism, consideration, and respect in their speech and actions and must refrain from demeaning, discriminatory, or harassing behavior and speech.
   Participants who experience or

witness harassment are encouraged to report it as provided in Paragraph 5.

#### 2. Unacceptable Behavior

ACOG will not tolerate harassment, including sexual harassment, by any participant at any ACOG meeting.

Sexual harassment is defined as unwelcome sexual advances or touching; requests for sexual favors; or other unwelcome physical, verbal, visual, or other conduct of a sexual nature. Unacceptable behaviors include, but are not limited to

- Unwelcome and uninvited attention or contact with another participant
- Verbal or written comments or visual images that are sexually suggestiveor that denigrate or show hostility or aversion toward an individual or group of individuals and create an intimidating, hostile, or offensive environment or that unreasonably interfere with an individual's ability to participate in an ACOG meeting or event.
- Inappropriate, unnecessary, or irrelevant use of nudity or sexual images in public spaces, including presentation slides
- Intimidating, harassing, abusive, discriminatory, derogatory, or demeaning speech or actions by any participant in any ACOG meeting, at all related events, and in one-on-one communications carried out in the context of any ACOG meeting.
- Harmful or prejudicial verbal or written comments or visual images related to gender, sexual orientation, race, religion, disability, age, appearance, or other personal characteristics
- Deliberate intimidation, stalking, or following
- · Harassing photography or recording
- Sustained disruption of talks or other events
- Physical assault (including unwelcome touch/groping).

- Real or implied threat of physical harm
- Real or implied threat of professional or financial damage or harm

## 3. Consequences of Unacceptable Behavior

Unacceptable behavior from any participant at any ACOG meeting will not be tolerated. If a participant engages in unacceptable behavior, ACOG may take any action that it deems appropriate, including exclusion from particular events or removal from the meeting (without refund) at which the harassment occurred. Egregious violations may be referred to the ACOG

Grievance Committee or may result in exclusion from future meetings.

#### 4. Reporting Unacceptable Behavior

If you are being harassed, notice that someone else is being harassed, or have any other concerns, please call (844) 460-6615 or make a report online.

### **Island Exhibits**

An island booth is a 400-square-foot (20'x20') or larger exhibit space exposed to the aisles on all 4 sides with a height restriction of 20 feet. Solid walls must be set back two feet from the aisles.

Island booths must be constructed to allow access from all sides. Island booths should have open sight lines around and through the design (including hanging signs/structures), so that the surrounding area can be viewed through the booth and that neighboring booths are not inappropriately obstructed. The top of the booth's sign must not extend more than 20 feet from the Exhibit Hall floor and cannot block visibility of ACOG signs. Variances will not be granted. Exhibitors who wish to construct an island booth that will be 400 square feet or larger, are required to submit a digital drawing, rendering, or architectural plans to ACOG Exhibits Management by March 25, 2022. Any changes that occur after initial submission must be resubmitted to ACOG Exhibits Management for approval prior to the meeting. Should booth construction at the meeting deviate from the actual submitted and approved floor plans, ACOG Exhibits Management reserve the right to ask the exhibitor to make modifications at the exhibitor's expense. When scheduling activities that may draw crowds, exhibitors must make available (in contracted floor area) adequate space for lines.

## Standard/Inline/Linear Exhibits

Inline booths are generally arranged in a straight line and have neighboring exhibitors on their immediate right and left, leaving only one side exposed to the aisle. ACOG will provide a standard draped booth, consisting of an 8' high backdrop, 36" draped side rails, and a 7"x44" Company ID sign which will include the "exhibiting as" company name from the exhibit space application and the booth number.

Regardless of the number of inline booths utilized, display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors.

The maximum height of 8ft is allowed only on the rear half of the booth space, with a 4ft height restriction imposed on all materials in the remaining space forward to the aisle. No objects or decorations that obstruct visibility, including hanging signs, will be permitted. Note: When three or more inline booths are used in combination as a single exhibit space, the 4ft height limitation is applied only to that portion of exhibit space which is within 10ft of an adjoining booth.

#### **Corner Booths**

A corner booth is an inline booth at the end of a series of inline booths with exposure to intersecting aisles on two sides. Corner booths do not include 36" draped side rails on the open corner(s) unless special arrangements have been made in advance. For special arrangements, please contact <a href="mailto:acogexhibits@spargoinc.com">acogexhibits@spargoinc.com</a>. All other guidelines for inline booths apply.

#### **Booth Construction**

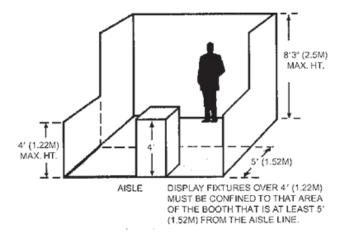
To maintain a uniform appearance, ACOG has adopted some guidelines for exhibit construction as suggested by the International Association of Expositions and Events and Healthcare Convention & Exhibitors Association.

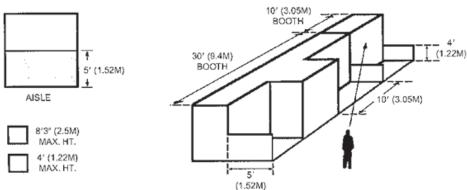
When designing your exhibit please keep in mind the following overall regulations:

- No two-story exhibits will be allowed.
- No exhibitor will be allowed to merge two corner exhibits (peninsula exhibits).
- No exhibit may include, or overflow into, an aisle or an exhibit occupied by another organization.
- No balloons are allowed in the Exhibit Hall.
- All exhibit spaces must be carpeted at the exhibitor's expense.

#### Signage and Lighting

Exhibitor's signs or lights may not bear the ACOG or Annual Meeting name or its logo. Lighting must be directly over or in the exhibitor's booth and may not extend into the aisles or neighboring booths. Exhibitor lighting cannot affect other exhibitors or aisles.





#### **Exhibit Hours**

Exhibit Hall hours are subject to change. At least one company representative must be present at the booth throughout the designated Exhibit Hall open hours. If your representative is not available during the exhibit hall hours and without prior notice given to or approval from Exhibits Management, ACOG may remove points from the company's Annual Meeting Priority Points or no longer invite them to attend future ACOG Meeting events.

# Material Handling, Storage, and Hauling

The official material handling contractor will move all freight from the docks to the company's exhibit space. This service includes

- Storage prior to the show (30 days)
- Transportation from warehouse to exhibit
- · Removal and storage of empty crates
- Reloading at show site
   The official service contractor
   (OSC) has the responsibility of receiving and handling all exhibit materials and empty crates. It is their responsibility to manage the docks and schedule vehicles for a smooth and efficient

move-in and move-out of the exhibition. The OSC will not be responsible for any material it does not manage.

Full-time employees of the exhibiting company may move their own materials to their booth space with two-wheel dollies only.

Vehicles being unloaded must be owned or leased and operated by a full-time employee of the exhibiting company. No

pallet jacks nor motorized forklifts can be operated by anyone other than the official freight service contractor.

Hotel bellhops, porters, taxi drivers, day laborers, etc. are not allowed on the show floor and cannot move any materials to and from the exhibitor's booth. Exhibitors wishing to move their own materials in or out of the show will be provided a space in the dock area to load or unload their vehicles on a first-come basis.

Empty crates, boxes, and cartons must be removed from the exhibit area by the end of exhibits setup for the Annual Meeting. These materials should be nested as much as possible. Crates, boxes, and cartons may not be stored behind booth backgrounds. Do not store anything of value in crates that will be placed in storage.

#### **Accessible Storage**

Accessible storage for sample materials and other items will be available. Prior to the opening of each day's show, you may order deliveries, as necessary. Labor charges are the responsibility of the exhibiting company. No four-wheeled carts are allowed on the Exhibit Hall floor once the show has opened.

# Personal Unloading and Reloading of Exhibits

All exhibit materials personally delivered by vehicle to the convention center must be unloaded and reloaded at the loading dock. Exhibitors may unload and reload their own personal vehicles only,provided they are full-time employees of the exhibiting company and do not usemechanized equipment such as dollies,hand trucks, pallets, or jack. No deliveries are allowed through the main entrance of the convention center.

## **Unpacking and Porter Service**

To maintain the aesthetic appeal of the meeting, any exhibitor unpacking products or giveaways must request porter service to remove refuse. ACOG reserves the right to order porter service, at the exhibitor's expense, for any exhibitor that does not properly discard refuse in a timely manner or creates an unsafe environment.

#### **Miscellaneous Deliveries**

Deliveries of items other than exhibit freight, such as equipment rentals, must be sent through the convention center loading dock and distributed through the OSC service desk. Delivery personnel will not be badged and cannot gain access to the exhibit floor. No deliveries may be made through the lobby of the convention center.

#### **EAC**

Exhibitors may use EACs for other services than those mentioned under Annual Meeting Official Vendors. Exhibitors who decide to use an EAC must require their contractor to adhere to all the ACOG's rules and regulations. Exhibit companies will be held responsible for any violations of our policies or the inappropriate actions of their EAC. Unauthorized EACs will not be granted access to the exhibit hall.

An exhibitor using a contractor/vendor who is not an Annual Meeting Official Vendor will be required to submit a Notification of intent to USE an EAC Form through the online Exhibitor Resource Center. This form must be submitted, along with the EAC's Certificate of Liability Insurance, no less than 30 days prior to the first day of move-in.

All EACs must submit to ACOG Exhibits Management an original certificate of insurance that providesfor not less than \$1,000,000 of general liability insurance including property damage and workman's compensation coverage that meets the State of California

requirements. No faxes or copies will be accepted. This certificate must name the American College of Obstetricians and Gynecologists (the College) as the certificate holder and additionally insured and must be valid through the Annual Meeting dates. San Diego Convention Center, SPARGO, Inc., and Freeman must also be listed as additionally insured. A list of clients that the EAC will be servicing during the 2022 Annual Meeting must also be attached. EACs that fail to send in an insurance certificate will not be allowed to provide their services. No exceptions will be made.

- EACs must have licenses, permits, or bonding required by federal, state, county, municipal governments, and the San Diego Convention Center prior to commencing work and shall provide the ACOG with evidence of compliance upon request.
- 2. Upon arrival at the hotel, EACs must check in at the registration desk to receive permits to work in the Exhibit Hall. Daily passes will be issued to the labor supervisor only. The first representative will be responsible for distributing the passes to their coworkers. ACOG can assume no responsibility for the distribution of work passes.
- ACOG reserves the right to remove any exhibitor or designated contractor whose actions jeopardize the on-time opening of the exhibition or whose employees fail to observe the regulations and procedures

contained in this exhibitor prospectus, other official documentation, and/or exhibitor service manual.

- 4. An EAC must cooperate with the official contractors or vendors, especially by not interfering with the efficient use of an official contractor's employees. EACs must be signatory to a current local labor agreement with the union claiming jurisdiction over the work to be performed by the EAC and must not commit any acts that lead to work stoppages, strikes, or labor problems.
- An EAC must work from their client's booth space. An EAC who is supplying personnel to an exhibitor may not set up a service desk in aisles, common areas, or the nofreight aisles.
- 6. Solicitation of business by EACs in the exhibit hall is strictly prohibited. This includes, but is not limited to, the posting of signs, distribution of literature, business cards, or other forms of advertising or marketing.
- 7. No EAC employee or agent is allowed on the exhibit floor during exhibition hours unless it is at the specific request of the exhibitor. This request must be made in writing to ACOG Exhibits Management via the online **Exhibitor Resource Center and** includethe name of those individuals needing access as well as an explanation as to why such access is necessary. ACOG will treat these individuals as exhibitor personnel and attribute their registration to the overall booth registration total. If the badges prepared for these individuals exceedthe allocated number of complimentary badges, the appropriate fees will be charged.
- 8. The EAC must adhere to the movein and move-out schedules. If an EAC desires earlier access to the exhibition than the approved Annual Meeting schedule, a request must be submitted in writing from the

- exhibiting company to ACOG Exhibits Management via the online Exhibitor Resource Center.
- All employees must be dressed inappropriate business attire during the times when the exhibit hall is open (shirt and tie or polo shirt andslacks, no company logos, no shorts, or sweatpants).
- 10. Exhibitors and their EACs will be responsible for any additional expenseincurred by ACOG or the official service contractor should any occur. Exhibitorsor the EAC agree to reimbursement of any expenses incurred by ACOG because of the activities of the EAC.

### **Shipping Instructions**

Materials shipped in advance should be sent directly to the official contractor and addressed exactly as shown in the servicemanual. You will be provided a service manual from the OSC when available afteryour application and payment have been received by ACOG.

Shipment must include all the information indicated in the service manual. If it is not included and excessive handling is called for, an additional fee will be assessed to include time and labor involved in placing the shipment.

Do not ship exhibit materials directly to the designated hotels. The facilities and ACOG will assume no responsibility for your shipments if lost, damaged, or stolen.

## Security

ACOG shall not be responsible for any theft, damage, or loss of any kind. Exhibitors desiring security specifically for their exhibit(s) may order guards for an additional fee by contacting the official contracted security firm. Security forms will be contained in the exhibitor service manual. As a precaution, only the official security firm will be allowed to provide security for your exhibit.

### **Possible Demonstration**

Please make ACOG aware if your organization may be the subject of a demonstration or protest group. This is necessary so that the appropriate measures may be taken to lessen the impact such demonstrations may have on the Annual Meeting attendees. This will not have any bearing on your ability to exhibit at Annual Meetings.

### **Fire Regulations**

All exhibiting companies and their personnel must comply with the local, state, and federal fire regulations. All decorating materials, furniture, signs, and equipment must meet the local, city, and state fire and public safety regulations.

In accordance with the city fire marshal, no empty crates or boxes may be stored in the exhibit area, under draped tables, orbehind the pipe and drape. Fire regulations require that any enclosed exhibit must be equipped with smoke detectors.

ACOG requires that any exhibitor using or generating hazardous waste or potentially dangerous materials must obtain the written permission of the ACOG's Exhibits Management and the convention center prior to the opening of the exhibition. Hazardous waste is any liquid, material, or substance that may cause fire or injury ormake the air unsafe to breathe.

The following are prohibited unless approved by ACOG prior to the date of exhibition:

- Flammable liquids
- Combustibles
- Hazardous materials, waste, and equipment
- Cooking devices (e.g., microwaves, hot plates, radiant ovens)
- · Anything producing an open flame

Questions about fire department regulations should be directed to the San Diego Convention Center.