

The AOSSM 2025 Annual Meeting • July 10-12 • Nashville, TN

General Rules & Regulations

These rules and regulations (“Regulations”) are part of the Exhibit Space Application and Contract (“Application”) for exhibit space with the American Orthopaedic Society for Sports Medicine (“AOSSM”), for the exhibition (“Show”) during AOSSM’s Annual Meeting, which is managed by SPARGO, Inc. (“Show Management”), on behalf of AOSSM, the Show’s owner and sponsor. 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 ensure the general success and well-being of the Show.

Each exhibitor, for itself, its employees, and its contractors, (collectively “Exhibitor”) agrees to abide by these Regulations and by any amendments or additions to those Regulations 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 of rights includes, but is not limited to, any violation of any public policy or these Regulations and extends to persons, things, printed matter, products, and conduct. AOSSM reserves the right to refuse Applications due to concerns that the Exhibitor does not meet the standards required or expected to exhibit at the Show, as well as the right to curtail exhibits or parts of exhibits which AOSSM deems to be contrary to its mission or the nature and purpose of the Show. Show Management’s decision and interpretation shall be accepted as final in all cases. If the Application is approved by AOSSM, these Regulations and accompanying documents shall constitute a contract between AOSSM and Exhibitor.

- 1. PAYMENT POLICY.** AOSSM’s Federal ID# is 23-7182780. Exhibitor shall pay the required deposit and additional payments for the Booth Rental Fee as outlined in these Regulations. Payments must be made payable to American Orthopaedic Society for Sports Medicine (AOSSM) and forwarded to AOSSM-Exhibits, 9400 Higgins Road, Suite 300, Rosemont, IL 60018.

- **Deposit and Payment Schedule:**

- September 11, 2024 - 50% due for applications submitted prior to September 11, 2024
- September 11, 2024 – March 11, 2025 – 50% due with application
- After March 11, 2025 – 100% due with application

AOSSM requires payment in full no later than March 12, 2025. Failure to make payments does not release the contracted financial obligation of the Exhibitor.

- 2. CANCELLATION TERMS.** Show Management must receive written notification of the cancellation. The date cancellation notice is received by Show Management will determine assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, Show Management reserves the right to reassign cancelled booth space, regardless of the cancellation assessment. Subsequent reassignment of cancelled space does not relieve the cancelling exhibitor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

- **Cancellation Penalties:**

- Through September 10, 2024 – 0%
- September 11, 2024 – March 11, 2025 - 50%
- After March 11, 2025 - 100%

It is expressly agreed by Exhibitor that in the event Exhibitor fails to pay the Booth Rental Fee at the times specified or fails to comply with any provisions contained in these Regulations concerning its use of the Booth, Show Management shall have the right to reassign the confirmed location of the booth as previously shown or to take possession of said Booth and lease same, or any part thereof, to such other parties upon such terms and conditions as it may deem proper. In the event of a default by Exhibitor, as set forth in the previous sentence, then in addition to the AOSSM’s and

Show Management's other rights and remedies hereunder, Exhibitor shall forfeit the Booth Rental Fee paid by Exhibitor, regardless of whether Show Management enters into a further lease for the Booth involved.

In the event that the AOSSM Annual Meeting is postponed due to any occurrence not occasioned by the conduct of the AOSSM or Exhibitor, whether such occurrence be an act of God or the common enemy or the result of terrorism, war, riot, civil commotion, sovereign conduct or widespread dissemination of an infectious disease, declaration or continuation of a pandemic, curtailment of transportation facilities, 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 AOSSM 2025 Annual Meeting, the obligations of 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 AOSSM through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

Force Majeure

- a. Definition of Force Majeure:** For the purposes of this Agreement, "Force Majeure" shall mean any act, event, or condition that is beyond the reasonable control of the party invoking it, and that the party could not have prevented or overcome through the exercise of reasonable diligence. Force Majeure events may include, but are not limited to, acts of God, war, riots, civil disorder, fire, flood, explosion, earthquake, pandemic, epidemic, quarantine restrictions, strikes, lockouts, or other labor disputes, freight embargoes, and severe weather conditions.
 - b. Non-Performance:** Neither AOSSM, Show Management, nor the Exhibitor shall be considered in default of this Agreement, nor shall either be responsible for any delay, interruption, or failure in the performance of any of their respective obligations under this Agreement, if such delay, interruption, or failure is caused by a Force Majeure event.
 - c. Notification and Mitigation:** The party affected by a Force Majeure event shall promptly notify the other party in writing of the occurrence of the Force Majeure event and its expected duration. The affected party shall use reasonable efforts to mitigate the effects of the Force Majeure event and resume performance of its obligations under this Agreement.
 - d. Termination and Refunds:** If a Force Majeure event renders it impossible for Show Management to hold the event as scheduled, Show Management shall have the right to terminate this Agreement. In the event of such termination, Show Management shall refund to the Exhibitor any prepaid fees for exhibit space, less any reasonable expenses incurred by Show Management in connection with the event up to the date of termination, up to 50% of total fees for exhibit space.
 - e. Limitation of Liability:** Neither Show Management nor the Exhibitor shall be liable to the other for any loss, damage, or delay due to a Force Majeure event. The parties' obligations under this Agreement shall be suspended for the duration of the Force Majeure event, and neither party shall be liable to the other for any damages resulting from such suspension.
 - f. Applicable Law and Jurisdiction:** This Force Majeure clause shall be governed by and construed in accordance with the laws of the State of Illinois, and any disputes arising out of or relating to this clause shall be resolved in the courts of the State of Illinois.
- 3. USE OF SPACE, SUBLETTING SPACE.** The subletting, assignment, or appointment of the whole or any part of space by any Exhibitor is prohibited. No Exhibitor may permit any other party to exhibit in its Booth Space any goods other than those manufactured or handled by the Exhibitor, nor permit the solicitation of business by others within its booth space.
 - 4. OPERATION OF DISPLAYS.** 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 Show as a whole. This includes,

but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, or display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the Show 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 Booth Space. Sufficient space must be provided within the Booth Space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its Booth Space free of congestion caused by demonstrations or other promotions.

- a. **Food and Beverages.** With the exception of small bowls and candy, exhibitors may not serve food or beverages in the exhibit hall except with the written permission of Show Management.
 - b. **Literature Distribution.** All demonstrations or other activities must be confined to the limits of the Booth Space. Distribution of circulars may be made only within Booth Space assigned to the Exhibitor distributing such materials. Exhibitors may not distribute advertising circulars, catalogs, folders, or devices in the aisles, meeting rooms, registration areas, lounges, or grounds of the Show or the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.
 - c. **Booth Representatives.** Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited. Individuals under the age of 18 are not permitted on the show floor anytime during Exhibitor move-in and move-out because of high liability. During the Show open hours partners and children ages 14 and up are permitted on the floor when properly badged and accompanied by an adult.
 - d. **Music Licensing.** Any Exhibitor using music for demonstration purposes must ensure that the proper licensing fees have been paid to the appropriate agency, i.e., ASCAP, BMI, etc., by said Exhibitor. AOSSM is not responsible for any licensing fees for music played in Exhibitor’s booth.
 - e. **Sound.** Exhibits which 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 annoy or 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 Show opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.
 - f. **Sales.** The purpose of the exhibits is to further the education of meeting attendees through product and service displays and demonstrations. Sales and order taking are permitted provided all transactions are conducted in a manner consistent with the professional nature of the meeting. Products for sale must be the exhibitors’ own unaltered products and the products or services must be pertinent to the attendees’ professional interest. AOSSM reserves the right to restrict sales activities that it deems inappropriate or unprofessional. It is the responsibility of the exhibitor to research and comply with all local sales tax requirements. Exhibitors selling or taking orders at AOSSM must adhere to certain business license and sales and use tax regulations, which vary from state to state. Exhibitors are responsible for making the necessary arrangements to adhere to the Nashville, TN regulations.
5. **ARRANGEMENT OF EXHIBITS.** Each Exhibitor is provided an Official Exhibitor Kit, which will be available electronically in March or April 2025. The Exhibitor Kit describes the type and arrangement of Booth 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 Show. Exhibits not conforming may be dismantled or modified, at cost to the Exhibitor and without a refund of the Booth Rental Fee, at the sole judgment and discretion of Show Management.

Exhibiting Benefits. Exhibit space includes the pre and post-show attendee mailing list, three (3) Exhibitor badges per 10’ x 10’, an exhibitor listing of company name and description in the Final Program, online floor plan, and AOSSM app, a 7” x 44” identification sign, and 8’ high back wall drape and 3’ high side rail drape for **inline booths**. Additional items can be purchased through the Official Exhibitor Kit.

Island booths are exposed to aisles on all four sides. An island booth is typically 400 square feet (20 foot by 20 foot) or larger, although an island booth may be configured differently. Exhibitors who wish to construct an island booth are required to submit a rendering of the booth with elevation plans and all necessary measurements clearly indicated, as well as any hanging signage, truss/lighting, suspended product, etc., for AOSSM Show Management's final approval, by the submission date as stated in the Exhibitor Resource Center.

Island booths must be constructed to allow access on all four sides. Solid walls cannot span more than 30 percent of the booth dimensions from front to back and side to side. Island booths must provide clear sight lines so that the surrounding area can be viewed around and through the booth and that neighboring booths are not obstructed. *Please note that opaque and/or frosted walls are not considered see-through.*

All kiosks, podium, help desks, etc. must be set back 2 feet into the booth from the aisles to allow attendees to view booth items within the confines of the booth. Any theater presentation or demonstration areas should be set back a minimum of 5 feet from the booth edge and allow adequate room for seating or standing without obstructing any aisles.

Island booths may not exceed 24 feet in height from the floor to the top of any structure or from the floor to the top of any signage, unless approved in writing in advance by AOSSM Show Management. Any structure or signage exceeding the 24 feet height rule will be adjusted by AOSSM Show Management to conform with this regulation at the expense of the Exhibitor.

Hanging Signs Hanging signs will only be permitted for island booths that are 20 foot by 20 foot or larger. Hanging signs may not block the visibility of ASSOM signs or other booths. Hanging digital signs are permitted provided that the images are static in nature and do not flash or move.

The top of an Exhibitor's booth sign may not extend more than 24 feet from the floor to the top of the sign. Hanging signs also require a minimum clearance of 16 feet from the bottom of the sign to the Exhibit Hall floor. Therefore, the bottom of any hanging sign cannot be hung lower than 16 feet.

Hanging signs must be hung directly over the island booth and not in the aisles.

All hanging signs must be approved in advance by AOSSM Show Management by the date stated in the Exhibitor Resource Center. All hanging signs must be shipped in advance to the advance warehouse. Signs not received at the advance warehouse will not be installed.

All exhibitors who plan to hang a sign are required to submit detailed floor plans with placement measurements to AOSSM Show Management for approval by the date stated in the Exhibitor Service Resource Center.

Hanging sign renderings must be submitted in a digital format (i.e., PDF or JPEG file) via the rigging rendering submission process in the Exhibitor Resource Center.

Exhibitor Plan Review. Booth Space construction plans and layout arrangements for island booth spaces, or involving other unusual construction features, must be submitted to Show Management for approval at least sixty (60) days prior to the opening of the Show.

Display of Investigational Products. To remain within the expectations and limitations of the Food and Drug Administration's Guidelines on Notices of Availability, any investigational product that is graphically depicted on a commercial exhibit should: 1. Contain only objective statements about the product 2. Contain no claims of safety, effectiveness or reliability 3. Contain no comparative claims to other marketed products 4. Exist solely for the purpose of obtaining investigators 5. Be accompanied by directions for becoming an investigator and a list of investigator responsibilities 6. Contain a statement: "Caution – Investigational Device – Limited to Investigational Use" (or similar statement) in prominent size and placement. These signs must be placed next to the product

display. Exhibitors must also have available at the booth a letter from the FDA, which describes the allowable use and status the product.

Mobile Labs. Mobile labs are not allowed at all as part of the exhibition, other than those provided by AOSSM. Mobile labs cannot be located on AOSSM designated hotel or convention center property or street that borders the hotel or convention center.

- 6. EXHIBITS AND 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 the Show. 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. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as 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. All booth decorations must meet flame-proofing codes.

All exits, hallways, aisles, and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform with National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Exhibitors will not be permitted to store behind their Booth Space background any excess material such as cardboard cartons, literature, etc. Designated "No Smoking" areas must be observed. 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.

Exhibitors must comply with City and State fire regulations. Independent contractors must conform to IAEE, ESCA and ED&PA guidelines and must be signatory to a current local collective bargaining agreement. An exhibitor who makes any claim or advertises at the AOSSM Annual Meeting or Show in any way, which in the sole opinion of Show Management, is false, misleading, or otherwise against public policy, may, in the sole discretion of Show Management, be required to discontinue such claim or advertising.

FDA Regulations. Exhibitors of products that are not FDA approved are permitted to exhibit only when accompanied by the appropriate signage that indicates the device's FDA clearance status. The following are signs that should be displayed: This device is not cleared by the FDA for distribution in the United States. This device is a Class III device which is limited by federal law for investigational use only. This device is a Class II device which is cleared for marketing use only.

- 7. INSTALLATION AND REMOVAL.** Show Management reserves the right to fix the time for installation of Booth Space prior to the Show opening and for its removal after the conclusion of the Show. Any Booth Space not claimed and occupied two hours prior to the Show opening may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the Show. Exhibits must be staffed during all Show hours and may not, to any extent, be dismantled before the Show closing. Any early dismantling or packing shall be considered a breach of these Regulations and may affect future applications.
- 8. STORAGE OF PACKING CRATES AND BOXES.** Proper identification and tags will be available at the Exhibitor Service Desk. Storage of crates and boxes can be arranged with show decorator, as outlined in the Exhibitor Service Kit. All cartons, crates, containers, packing materials, etc. which are necessary for repackaging must be labeled with "empty" stickers and they will be removed from the floor and stored by show decorator. Access to storage will be available through show decorator. Arrangements may be made at the Exhibitor Service Desk. Crates and boxes cannot be stored behind booth displays due to fire regulations.
- 9. EXHIBITOR'S AUTHORIZED REPRESENTATIVE.** Exhibitor assumes responsibility for its authorized representatives to follow these Regulations and all Show Management decisions.

10. PHOTOGRAPHY. Only the official photographer may take photographs in the exhibit hall. Details about the official photographer will be included in the Exhibitor Service Kit. Exhibitors may photograph, or have their own booth photographed. Cameras, camera phones, or other advanced technology devices used to photograph or film anything other than your own exhibit booth are strictly prohibited. Exhibitor, on behalf of its employees, agents, and contractors, grant to AOSSM and Show Management the right to use and to distribute (both now and in the future) the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of the Show, the Annual Meeting, and related activities.

11. LIABILITY AND INSURANCE. All property of the Exhibitor remains under its custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither AOSSM, 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 it 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.

12. INDEMNIFICATION. Exhibitor agrees that it will indemnify, defend and hold and save AOSSM and Show Management, their respective officers, directors, employees, agents and each of them, (“Indemnitees”) in whole and harmless of, from, and against all claims, demands, actions, damages, loss, cost, liabilities, expenses, and judgments recovered from or averted against any of the Indemnitees on account of injury or damage to person or property to the extent that any such damage of 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 misconduct on the part of 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 Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by 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 Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees, or invitees of the premises leased hereunder. Such indemnification of AOSSM and Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence, or willful misconduct of AOSSM and Show Management. Exhibitor covenants and agrees that in case AOSSM and Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney’s fees and court costs, incurred by or imposed upon AOSSM and Show Management by virtue of any such litigation. The terms of this provision shall survive the termination or expiration of these Regulations and the Show.

- **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 AOSSM, Show Management, the Music City Center and their respective 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.

13. 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 rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

14. DATA SECURITY. Exhibitors shall treat all personal data of meeting attendees as confidential and shall not disclose or share such data with any third parties, except as required by law or with the express consent of the attendee. Exhibitors shall comply with all applicable data protection laws and regulations in the collection, use, and storage of personal data of meeting attendees. Exhibitors shall ensure that they have a lawful basis for processing the

personal data of meeting attendees, such as obtaining the attendee's consent or relying on a legitimate interest. Exhibitors shall only collect and process the minimum amount of personal data necessary to achieve the purposes of their participation in the event. Exhibitors shall implement appropriate technical and organizational measures to ensure the security of the personal data of meeting attendees, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage. Exhibitors shall provide meeting attendees with clear and comprehensive information about the processing of their personal data, and shall respect the rights of attendees, such as the right to access, rectify, or delete their personal data. Exhibitors shall ensure that any sub-processors engaged to process the personal data of meeting attendees comply with the requirements of this clause.

15. WAIVER, ASSUMPTION OF RISK & RELEASE. Important notice regarding COVID-19: Show Management cannot prevent Exhibitors from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while attending the Show. It is not possible to prevent against the presence of the disease. Therefore, if you choose to exhibit at the Show, Exhibitor acknowledges that such participation may expose Exhibitor, its employees, agents, contractors, and booth space personnel to and/or increasing the risk of contracting or spreading COVID-19 or another communicable disease.

Exhibitor hereby chooses to accept the risk of contracting COVID-19 for themselves and/or its agents and employees in order to exhibit at and attend the exhibition. These services are of such value to them that they accept the risk of being exposed to, contracting, and/or spreading COVID-19 or other communicable disease in order to exhibit at and attend the exposition. **Exhibitor hereby forever releases and waives their right to bring suit against Show Management and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 or other communicable disease related attendance at the exhibition.** Exhibitor understands that this waiver means they give up their right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim they may have to seek damages, whether known or unknown, foreseen or unforeseen.

16. DISPUTE RESOLUTION

- 1. Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. Any disputes arising out of or in connection with this Agreement shall be resolved exclusively in the state or federal courts located in Illinois, and the Parties hereby irrevocably consent to the jurisdiction of such courts.
- 2. Mediation:** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the Parties shall first attempt to resolve the dispute through good-faith negotiations. If the Parties are unable to resolve the dispute through negotiation within thirty (30) days, the Parties shall submit the dispute to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association. The mediation shall take place in Illinois, and the Parties shall share equally the costs of the mediation.
- 3. Arbitration:** If the Parties are unable to resolve the dispute through mediation, the dispute shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Illinois, and the arbitrator's decision shall be final and binding on the Parties. The prevailing Party in the arbitration shall be entitled to recover its reasonable attorneys' fees and costs.
- 4. Confidentiality:** All proceedings and communications related to the dispute resolution process, including any negotiations, mediation, or arbitration, shall be kept strictly confidential by the Parties and shall not be disclosed to any third party, except as required by law or with the prior written consent of the other Party.
- 5. Continued Performance:** Pending the resolution of any dispute, the Parties shall continue to perform their respective obligations under this Agreement, unless otherwise agreed in writing.
- 6.** Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of these Regulations or to protect in any manner its interest or interests under these Regulations, 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.

17. AMERICANS WITH DISABILITIES ACT. Exhibitors acknowledge their responsibilities under the Americans with

Disabilities Act ("Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify, defend and hold harmless AOSSM, Show Management, and the Show facility, their respective officers, directors, employees, agents, and each of them, against cost, expense, liability, or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act. The terms of this provision shall survive the termination or expiration of these Regulations and the Show.

18. NON-AOSSM SPONSORED SOCIAL AND EDUCATIONAL EVENTS. All Exhibitor events during the Annual Meeting and Show dates must be preapproved by AOSSM. Exhibitors are allowed to offer social and/or educational activities with the stipulation that they not take place during official AOSSM Annual Meeting educational or social activities.

AOSSM will make every effort to assist with the placement of pre-approved events; space will be assigned on a first come, first served basis. AOSSM does not promote or endorse these events.

19. OTHER REGULATIONS. Any and all matters not specifically covered by the preceding 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 agrees to abide by the foregoing regulations and by any amendments or additions thereto in conformance with the preceding sentence. Exhibitors or their representatives who fail to observe these regulations or who, in the opinion of Show Management, conduct themselves unethically may immediately be dismissed from the exhibit area without refund or other appeal.**