

TERMS AND CONDITIONS

LOCATION: Hynes Convention Center, Boston, MA

APPLICATION: The Exhibitor agrees that this agreement including the Terms & Conditions set forth in a separate document by ARRS with or without appropriate or timely payment of any and all fees; this agreement shall become binding and enforceable in accordance with its terms. Although ARRS will attempt to accommodate exhibitor requests for specific booths, no guarantees can be made that the Exhibitor will be assigned the specific booth(s) requested. Exhibitor acknowledges that it is not contracting for a specific booth(s), but rather for the right to participate as an Exhibitor in the 2024 ARRS Annual Meeting. The signed exhibit booth application and subsequent notice of space assignment constitutes a contract between the American Roentgen Ray Society (ARRS) and the exhibitor. The following rules, as well as others listed in on the event website, are part of the contract. Any point not specifically covered in these rules is subject to the decision of the ARRS, and that decision is final.

PAYMENT: Payment for space: Payments may be made by check made payable to ARRS and mailed to: 44211 Slatestone Ct, Leesburg, VA 20176. Full payment is due with the application. Please note: Any contracted item will be released and made available to others should full payment not be received. That includes any booth spaces.

CANCELLATION POLICY: Notification of an exhibitor's decision to cancel or reduce space must be made in writing to mbeckner@arrs.org. If space is canceled or reduced by March 11, 2024, 50% of the cost of the space will be retained. No refunds will be given for any cancellations or reductions after March 11, 2024, and the Exhibitor will be responsible for the full cost of space.

EXHIBIT HOURS:

Show dates, location and hours are subject to change.

Exhibit Dates & Hours

Sunday, May 5	9:00 am—3:30 pm
Monday, May 6.	9:00 am—3:30 pm
Tuesday, May 7	9:00 am—3:30 pm
Wednesday, May 8	9:00 am—1:00 pm

SPACE: The exhibit space diagram shows the floor arrangement of space. Dimensions and location of each booth are believed to be accurate but only warranted to be approximate.

EXHIBIT INSTALLATION & DISMANTLING:

Installation hours are Saturday, May 4 from 9 am – 3:00 pm. Dismantle hours are Wednesday, May 8 from 1 pm – 5:00 pm. By signing the exhibit space application, the exhibitor agrees not to begin dismantling until the exhibit hall is officially closed. All exhibit material must be packed and ready for shipment by 5:00 pm on May 8, 2024. If exhibits cannot be removed, special arrangements must be made. All material not removed by that time will be shipped at the exhibitor's expense by a carrier selected by ALLIANCE.

FORCE BOOTH SETUP: In the event that no representative of an exhibiting organization has claimed its space by 8:00 am, Sunday, May 5, 2024, ARRS has the right to relocate the exhibit space. ARRS has authority to allow site decorator to assemble booth space. The Exhibitor agrees to pay for

reasonable assembly charges in said event, and will be invoiced accordingly. Exhibitors not planning on exhibit move-in must contract for booth installation or incur an assembly charge

OFFICIAL CONTRACTOR/EAC: Alliance is the official exhibition service contractor for the 2024 ARRS Annual Meeting. Any booth furnishings and equipment must be contracted through the official exhibition service contractor as indicated in the exhibitor service kit. Registered exhibiting companies will receive an email from ALLIANCE with a secured login username and password to access the online exhibitor kit three months prior to the meeting.

ARRANGEMENT OF EXHIBITS: Standard booth background and side rails, decorated with background drape and uniform ID signs are provided without charge. Exhibitor will provide all other furnishings, equipment, facilities, etc., at their own expense and responsibility.

Standard booth backgrounds are eight feet in height, and divider rails are three feet in height. In the area five feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding eight feet from the building floor. If any portion of the booth beyond five feet from the rear background of the booth, all parts of the exhibit shall be paced not to exceed the height of four feet.

The regulations listed herein are not intended to unduly restrict exhibits as to either design or utility. The spirit in which the rules are presented is to create and maintain an open atmosphere on the exhibit floor. In designing exhibits, good judgment and consideration for neighboring exhibitors and attendees should be primary objectives. All exhibits/tabletops must fit within the confines of their assigned space so as not to impede traffic flow, infringe on the space of other exhibitors, or violate the emergency exit routes set forth by the fire marshal. Exposed parts of any display must be finished so as not to be objectionable to other exhibitors. All components of the space should be placed so they do not block the view of or impede the sight lines of surrounding exhibitors, including solid walls. Exhibits must render a safe assembly during installation, dismantling, and exhibition periods. Every effort has been made to ensure the accuracy of all information distributed by ARRS, however, due to the ever-changing needs and maintenance schedules of facilities, up-to-the minute information is not always available.

ARRS reserves the right to rearrange the final floor plan based on unsold or unoccupied exhibit space, and confirmed exhibiting company will be given a comparable booth location. In said event, all exhibitors will be notified. **All exhibit booths must be carpeted.** Any deviation must be submitted to ARRS for prior approval. Exhibits not conforming to these specifications or which in design, operation, or otherwise, are objectionable in the opinion of the management will be prohibited. All demonstrations and exhibits must be confined to the exhibit booths. No exhibitor shall assign, sublet, or share the whole or any part of the booth space allotted

GENERAL RESTRICTIONS:

- Exhibitors are not permitted to display products or conduct demonstrations regarding products outside the exhibit hall. Any distribution of samples shall be limited to the exhibitor's booth.
- Exhibitors may not interfere with any exhibitor displays or materials that are not produced by said exhibitor. Violation of this will result in cancellation of exhibit space during show without refund.
- ARRS reserves the right to impose limitation on noise levels and any other methods of operation which become objectionable.
- The exhibitor must, at his/her expense, maintain and keep the booth and exhibit in clean and good order.
- All food and beverage must be provided by the Hynes Convention Center and must be distributed only within the Exhibitor's booth.
- **NO EQUIPMENT OPERATED IN THE EXHIBIT HALL MAY PRODUCE RADIATION AT ANY TIME DURING MOVE-IN, THE EXHIBIT PERIOD OR MOVE-OUT.**
- Exhibitors must confine their activities to their contracted space.
- Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own booths.
- Draping materials and other decorative materials must be flameproof and comply with all Province and local regulations
- ARRS reserves the right to require modification of questionable exhibits
- Exhibitors are prohibited from serving alcoholic beverages. Any other food and beverages must be purchased through the official food vendor.
- Exhibitors must comply with all safety provisions as noted in the Exhibitor Service Manual and as required by the Facility and Fire Marshal.
- The laws of the state of Massachusetts shall govern the construction, interpretation and enforcement of this agreement
- Exhibitors may not begin dismantling their exhibit until the close of the show. Dismantling your exhibit prior to show close will result in loss of priority points for that show year
- Exhibitors must display only products/services manufactured or distributed by their company. Photography is not allowed without the permission of the show manager.
- Children younger than age 18 are not allowed in the exhibit hall unless accompanied by an adult. No children will be allowed in the exhibit hall during set up and tear down times.
- Smoking is not permitted at the ARRS meeting, including the exhibit hall. The Hynes Convention Center is a smoke free facility.

PROTECTION OF EXHIBIT FACILITY: Exhibitors shall not deface any part of the exhibit facility. The cost of repairing any damage done to the exhibit facility by the exhibitor, his/her employees, representatives, or agents will be billed to and paid by the exhibitor. Nothing shall be taped, affixed, nailed, pinned, or attached in any manner to any surface in the facility. Banners, posters, signs, etc., are not allowed to be hung from any portion of the exhibit hall without prior written approval. All setup and dismantling of exhibit booths and equipment must be conducted within the exhibit hall. No storage of exhibit materials or personal items will be permitted between or behind booth draping.

INDEMNIFICATION: Exhibitor agrees to defend, indemnify and hold harmless, Hynes Convention Center, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from, out of, or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof. Neither the management of the host facility nor ARRS shall be liable for the damage, loss, or destruction to the exhibits by reason of fire, theft, accident, or other destructive causes. Exhibitor shall lease booth(s) at its sole risk. Neither the management of the host facility, ARRS, nor any of their agents, servants, or employees will be liable for accidents to exhibitors, their agents, or employees, except in the event of negligence or willful conduct by the host facility, the society/meeting, or any of their officers, employees or agents.

INSURANCE: Exhibitor acknowledges that ARRS does not maintain and is not responsible for obtaining insurance covering exhibitor's property. Exhibitors are advised to obtain business interruption and property damage and loss insurance to cover such occurrences. Each exhibitor is responsible for maintaining such property and casualty insurance for its exhibit and display materials as the exhibitor shall deem adequate. Any policy providing such insurance must contain a waiver of any right of subrogation as to any claims against ARRS, its officers, directors, agents or employees.

Each exhibitor must maintain general public liability insurance, in an amount of not less Insurance must include Commercial General Liability, such insurance shall cover claims by any person for bodily or personal injury, death or property damage occurring in connection with or arising out of the Licensed Event, with combined single limit coverage per occurrence of not less than \$1,000,000 (\$2,000,000 general aggregate), and which coverage shall name the Hynes, ARRS and Alliance as an additional insured. for any one occurrence, against claims for personal injury, death or property damage connected in any way with the exhibitor's participation in the exhibition. In addition, the insurance policy must provide that coverage cannot be canceled or reduced without at least ten (10) days prior written notice to ARRS. The exhibitor shall provide ARRS with an original certificate of insurance evidencing the maintenance of liability insurance complying with all requirements of this paragraph.

AMERICANS WITH DISABILITIES ACT: Exhibitors must comply with all applicable provisions of the ADA for their booth space, including but not limited to, wheelchair access provisions. Exhibitors shall indemnify, hold harmless, and defend ARRS its officers, directors, agents, members, and employees and the Hynes Convention Center from and against any claims, liabilities, losses, damages, and expenses (including attorney's fees and expenses) resulting from or arising out of the exhibitor's failure or allegations of the exhibitor's failure to comply with the provisions of the ADA.

HANDLING AND STORAGE: The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. These services are available from the official general contractor. Fire regulations prohibit the storage of empty crates and cartons within the exhibitor's booth area. Crates and cartons will be stored by the

official general contractor and returned to the booth promptly at the end of the show as part of the handling contract.

BOOTH FURNITURE, LABOR, AND DRAYAGE:

When notified, exhibitors are encouraged to forward prepaid shipments directly to the warehouse of the official general contractor at the address given in the Exhibitor Service Manual with the name of show, name of exhibitor, and booth number. A copy of the bill of lading should also be forwarded to the official general contractor. Schedule of prices and applications for furniture rental and labor services will be emailed a link to the Exhibitor Portal with the access information to the specified exhibitor contact well in advance of show time. Orders for utility services may have advance order deadline requirements that must be adhered to by exhibitors in order to ensure installation prior to show opening. Order forms, showing rates of other basis of charges will be included in the exhibitor portal.

ADMISSIONS: All persons visiting exhibits will be admitted according to the rules and regulations of the Exhibits as issued or amended by ALLIANCE and ARRS. The official ARRS Badge must be worn in the exhibit hall at all times. All setup and dismantling personnel must wear special work badges while in the hall. They may be obtained at the ARRS Registration Desk. Each individual exhibitor and/or exhibit representative will be responsible for procuring his/her badge at the ARRS Registration Desk. Exhibitor company badges or company cards are not to be substituted for official ARRS badges. ARRS badges are not to be defaced in any manner or distributed to non-exhibitor employees or agents. False certification of any individual as an exhibitor representative, misuse of exhibitor badges, or any other method or device used to assist unauthorized personnel to gain admittance to the exhibit floor will be cause for expelling the exhibitor and its representatives from the exhibit hall and/or removing the exhibitor's exhibit from the floor without obligation on the part of ARRS for refund of any fees. The exhibitor and anyone claiming a right to be on the exhibit hall through the exhibitor waive any rights or claims for damages arising out of the enforcement of this rule. No one will be admitted into the Exhibit Hall without the proper badge. Upon request, exhibiting companies will be issued up to two one-day guest badges.

RULES AND REGULATIONS:

Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by ARRS are hereby made an integral part of the Contract and of the agreement between Applicant and ALLIANCE for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract. For additional reference, please read and understand the facility rules that will be included in the exhibitor portal.

UNION RESTRICTIONS: Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

GIVEAWAYS

Prize drawings in booths are permitted, consistent with applicable state and local laws that govern drawings. Exhibitors may distribute small, tasteful token gifts such as pens, notepads, etc. from their booth. Giveaways must meet the appropriate guidelines and have minimal monetary value.

All items are subject to the approval of ARRS management

prior to the opening of the exhibit hall and must be distributed from the confines of the exhibitor's booth. The following items are NOT approved: pen or pocket knives, pocket tools, badge holders, badge lanyards, and cameras. All products exhibited must be presented and marketed in strict compliance with all federal, state/province, and local laws pertaining to the labeling and marketing of medical devices and/or drugs. Devices/drugs awaiting FDA approval (i.e., those qualifying for an Investigational Device Exemption), including but not limited to PMA and 510(k) devices, must be identified to ARRS as such at the time of application for exhibit space. Documentation of compliance with all applicable FDA guidelines relating to the marketing and promotion of investigational devices must be submitted to ARRS with the space application. Failure to meet marketing and labeling standards will result in removal of the device/drug in question from the exhibit hall or forfeiture of exhibition space.

FAILURE TO HOLD EXPOSITION: In the event the exhibition is canceled or the exhibitor does not exhibit due to circumstances within the control of ARRS, the liability of ARRS will be limited to a refund of all moneys paid by the exhibitor for exhibit booth rental and registration fees. If ARRS should be prevented from holding the exhibition for any reason beyond its control (such as, but not limited to, damage to the building, riots, strikes, acts of government, or acts of God) or if an exhibitor cannot occupy the assigned exhibit space due to reasons beyond ARRS' control, then ARRS has the right to cancel the exhibition or any part thereof, with no liability to the exhibitor.

EXHIBITOR APPOINTED CONTRACTORS (EACs):

Exhibitors using companies other than the Official Service Contractor must advise ALLIANCE in writing of their intent no later than 30 days prior to the first day of installation. Exhibitors utilizing EACs agree to indemnify and hold harmless ARRS, ALLIANCE, and the Facility from any and all liability, including attorney's fees, which may arise due to the third-party contractor's (EACs) presence or actions. EACs agree to, when necessary, share with Official Service Contractor relevant fees, including but not limited to union steward fees. Exhibitor accepts final responsibility for any EAC employed on their behalf and agrees to educate EAC on all show rules and regulations. EACs must supply proof of insurance to ALLIANCE no less than 30 days in advance of installation. Insurance must include Commercial General Liability, such insurance shall cover claims by any person for bodily or personal injury, death or property damage occurring in connection with or arising out of the Licensed Event, with combined single limit coverage per occurrence of not less than \$1,000,000 (\$2,000,000 general aggregate), and which coverage shall name the MCCA as an additional insured. The Licensee shall also maintain workers' compensation insurance as required by law, including employer's liability coverage in the amount of \$100,000 by accident and \$100,000/\$500,000 by disease. The Contractor shall also maintain admitted insurance satisfactory to the MCCA under compulsory insurance laws of Massachusetts for vehicles licensed herein. For all other vehicles, the Contractor shall maintain Comprehensive Business Automobile Liability insurance naming the MCCA as an additional insured, insuring any owned, non-owned and hired vehicles to be used in and out of the Facility, such policy to insure loading or unloading hazards with limits of liability of at least a combined single limit of \$1,000,000, subject to umbrella excess requirements. The Contractor shall also provide and maintain occurrence forms of concurrent umbrella excess liability insurance with a minimum occurrence limit of \$10,000,000. The Contractor uses the Hynes at its own risk, and the MCCA

shall not be liable to the Contractor or to any person on the premises or at the Hynes under arrangements made with the Contractor for any damage, injury or claim, including without limitation such matters resulting from the acts or omissions of third parties, excepting solely any damage or injury attributable to the negligence, gross negligence or willful misconduct of the MCCA or any other liability imposed on the MCCA by law. The Contractor shall hold the MCCA harmless and indemnify the MCCA and release the MCCA from any claims, losses or damage to any property removed from the Hynes by the Contractor, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Contractor in any way in the occupancy and use of the Hynes.

SECURITY: Overall guard service will be provided by ARRS for the exhibit period, but neither the guard service nor ARRS nor the Hynes Convention Center will be responsible for loss or damage to any property for any cause. No one will be allowed in the Exhibit Hall before or after the published hours without written permission from ARRS. Exhibitors must comply fully with pre- and post-exhibit hours regulations as set out in the Exhibitor Manual. Please remember that protection of your exhibit and property is your own responsibility. Each exhibitor must make provisions for the safeguarding of his/her goods, materials, equipment.

FUNCTION SPACE REQUESTS: No hospitality functions or user meetings may be held during the program portion of the conference. Exhibitors who wish to use the meeting facility for meetings must submit a written request directly to ARRS.

VIOLATION AND PENALTIES: Substantial violation of any of these rules and regulations by the exhibitor or its employees or agents may, at the option of ARRS, forfeit the exhibitor's right to occupy exhibit space, and such exhibitor shall forfeit to ARRS all moneys paid or due. Upon evidence of substantial violation, ARRS may take possession of the space occupied by the exhibitor and remove all persons and goods. The exhibitor shall pay all expenses and damages that ARRS may incur through the enforcement of this rule.

AMENDMENTS/GENERAL SUPERVISION: All exhibit matters and questions not covered in these rules and regulations are subject to the decision of ARRS management. These rules and regulations may be amended at any time by ARRS, and all amendments shall be equally binding on all parties. In the event of any amendment or addition to these rules and regulations, written notice will be given to such exhibitors as may be affected.