LEARNING THEATER PRESENTATIONS IN THE EXHIBIT HALL

By submitting the attached application for a Learning Theater, the Applicant (also referred to as the “Supporting Company”) agrees to be bound by the following Terms and Conditions

DESCRIPTION

The American College of Chest Physicians is pleased to offer an opportunity to present information on specific disease states or new treatments or technologies to CHEST attendees in a live mini-theater setting. Presentations will be held on Monday, Tuesday, and Wednesday. Take advantage of meeting with key decision-makers to share new research; discuss clinical protocols; conduct product demonstrations; or highlight new products, equipment, and services. All applications are subject to review and approval by CHEST. This application and the Learning Theater opportunities are subject to the attached Learning Theater Terms and Conditions.

CHEST will provide (these items are subject to change):

- A dedicated mini-theater space within the exhibit hall with seating (theater-style). The number of available seats is subject to change.
- Stage riser with standing lectern
- Standard 22”x 28” signage outside the theater indicating this is a non-CME presentation
- One-time complimentary use of preregistration attendee mailing labels via a third party used to promote your event. Final mailer must be approved by CHEST.
- AV setup:
  - Audio system including one (1) lectern microphone and one (1) wireless microphone
  - Video system including one (1) projector, a video switcher, slide advance remote with laser pointer, and one (1) projection screen

The Supporting Company will be responsible for all other marketing and logistical expenses, including:

- Development of the program and/or special activity
- Production and distribution of invitations
- Meal function and/or refreshments (optional)
- Any special setups other than listed above
- Providing the following disclaimer on all marketing materials: “This is a non-CME event and does not qualify for CME, CE, or MOC credit. This event is not part of the official CHEST Annual Meeting 2024 conference sessions. This event is not endorsed by CHEST and does not reflect the views or opinions of CHEST.”
- Ensuring attendance at the Learning Theater is limited to registered CHEST attendees
- Ensuring that participants are aware of any sunshine act reporting requirements for the activity

LEARNING THEATER OPTIONS

Learning Theaters 1 through 3* (45-minute presentation with seating for at least 80 people)
- $28,750/per 45-minute slot

Learning Theater 4* (45-minute presentation with seating for at least 40 people)
- $15,000/per 45-minute slot

For more information about exciting funding opportunities, please contact Josh Coe at: The American College of Chest Physicians (CHEST) • 2595 Patriot Boulevard • Glenview, Illinois 60026 Office +1 (224) 521-9582 • Fax +1 (224) 521-9801 • Email jcoe@chestnet.org
CHEST 2024
Learning Theater Application Form

IMPORTANT INFORMATION:
- Payment is due within 30 days of application submission. If payment is not received within that time, CHEST may release the Learning Theater and sell it to another party.
- June 1 – Final program title, description, and speaker names due
- June 1 – Payment due in full at time of submission

COMPANY INFORMATION

Company Name (as it should appear in sponsorship recognition materials)

Contact Name

Address

City        State        Zip        Country

Telephone        Email

Contact Signature        Date

Applicant agrees to be bound by the attached Learning Theater Terms and Conditions.

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The American College of Chest Physicians (CHEST) • 2595 Patriot Boulevard • Glenview, Illinois 60026
Office +1 (224) 521-9582 • Fax +1 (224) 521-9801 • Email jcoe@chestnet.org
Learning Theater Presentation Time slots – Please indicate below which 45-minute time slot(s) your company would like to sponsor. (45-minute time slot includes Q & A.)

**AVAILABLE TIME SLOTS – ASSIGNED ON A FIRST-COME, FIRST-SERVED BASIS**

<table>
<thead>
<tr>
<th>MONDAY, OCTOBER 7</th>
<th>TUESDAY, OCTOBER 8</th>
<th>WEDNESDAY, OCTOBER 9</th>
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<tr>
<td><strong>Learning Theater 1 ($28,750)</strong></td>
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**CHEST EDUCATION CURRICULUM (PLEASE CHECK ONLY ONE.)**

- Allergy and Airway
- Biotechnology
- Cardiothoracic Surgery
- Cardiovascular Disease
- Chest Infections
- Critical Care
- Cultural Humility
- Diffuse Lung Disease
- Disaster Medicine
- Disorders of the Mediastinum
- Disorders of the Pleura
- Education, Teaching, and Quality Improvement
- Genetic and Developmental Disorders
- Imaging
- Lung Cancer
- Lung Pathology
- Obstructive Lung Diseases
- Occupational and Environmental Lung Diseases
- Palliative Care and End-of-Life Issues
- Pediatrics
- Pharmacotherapeutics
- Practice Management and Administration
- Procedures
- Pulmonary Manifestations of Systemic Disease
- Pulmonary Physiology
- Pulmonary Rehabilitation
- Pulmonary Vascular Disease
- Respiratory Care
- Signs and Symptoms of Chest Diseases
- Sleep Disorders
- Tobacco Cessation and Prevention
- Transplantation
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<td>Brief Description of Session:</td>
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<td>SPEAKERS</td>
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**PLEASE NOTE:**

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LEARNING THEATER TERMS AND CONDITIONS – CHEST 2024

By submitting the attached application for a Learning Theater, the Supporting Company agrees to be bound by the following Terms and Conditions.

1. **Acceptance.** All applications are subject to review and approval by CHEST. CHEST reserves the right to reject any Learning Theater application for any or no reason. Applications are not approved until and unless confirmed in writing by CHEST.

2. **Use of Learning Theater Space.** Supporting Company will have access to the designated space to conduct the Learning Theater described in the application. CHEST will provide the space, setup, and limited support set forth in the application. Anything not listed in the application is the responsibility of Supporting Company. Supporting Company shall use the Learning Theater space only for the activity identified in the application.

3. **Fees.** Supporting Company shall pay CHEST the fees corresponding to the selected Learning Theater within 30 days of submission. Starting June 1, full payment is due with submission. Failure to pay the total fees by the corresponding date will result in cancellation of Supporting Company’s Learning Theater, and CHEST may resell the slot.

4. **Content.** Supporting Company is solely responsible for the topic and content of its Learning Theater. Supporting Company warrants and represents that it, including will comply with all applicable laws in the marketing and conducting of its Learning Theater, including, without limitation, those relating to marketing of products, medical information, and intellectual property. Supporting Company further warrants and represents that it has the legal right to use and reproduce any content used or distributed as part of the Learning Theater and that no such content will violate the intellectual, property, or proprietary rights of any other person or entity.

5. **Prohibited Content.** CHEST does not accept Learning Theaters that display, promote, or sell cosmetics or beauty products, nerve stimulation and/or anti-aging equipment or devices (including infrared, LED, TENS, and/or EMS units), drugs, devices, or therapies that have not been approved by the FDA, as well as any other products or services contrary to the mission of CHEST. CHEST reserves the right to reject any application in its sole discretion, including to cancel a Learning Theater at any time, up to and including the date of the Learning Theater and provide a refund.

6. **Disclaimers.** Supporting Company shall not state or imply that the Learning Theater, its content, or any statements or claims made during the Learning Theater, represent the views of, or are endorsed by, CHEST. Supporting Company shall include the disclaimers in all written materials as set forth in the application.

7. **Attendees.** Supporting Company shall limit attendance at its Learning Theater to registered attendees of CHEST 2024. Any exception must be approved in writing in advance by CHEST.

8. **Health and Safety.** The Supporting Company shall comply with all health and safety requirements, guidelines, and directives of CHEST or the facility. CHEST reserves the right to add additional requirements at any time by written notice.

**By Supporting Company.**
Prior to June 1, 2024: 50% refund.
After June 1, 2024: no refunds.

**By CHEST.** In the event CHEST cancels the in-person portion of the CHEST 2024 Annual Meeting, the Supporting Company will have the following options, which represent its exclusive rights regarding such cancellation: to apply the fee toward any online portion of CHEST 2024, to apply the fee as a deposit for a 2025 Learning Theater, or to receive a refund. Refunds will be payable within 90 days of written election by the Supporting Company.

10. Substitutions. CHEST may make reasonable substitutions to the space of the Learning Theater. CHEST will consult Supporting Company in advance before making any such substitution to the extent practical.

11. Insurance. Supporting Company shall maintain in effect for the duration of the marketing and conducting of the Learning Theater comprehensive general liability insurance coverage with a minimum limit of $1,000,000 per occurrence. Supporting Company shall provide CHEST with written evidence of such insurance coverage upon request.

12. Indemnification. Supporting Company shall defend and indemnify CHEST, CHEST Foundation, and their respective officers, directors, employees, and agents from and against all claims, demands, damages, judgments, losses, fines, liabilities, and expenses (including legal fees) arising out of or related to the acts or omissions of Supporting Company in conjunction with the Learning Theater; all marketing, communications, content, and discussions for the Learning Theater; and all acts and damage occurring during or as a result of the Learning Theater, whether caused by Supporting Company personnel or attendees.

13. Exclusion Of Certain Damages. Neither CHEST nor Supporting Company, including their respective officers, directors, employees, or agents, will be liable to the other party for any consequential, indirect, special, punitive, or incidental damages arising out of or related to the Learning Theater.

14. Entire Agreement; Amendment; Waiver. These Terms and Conditions constitute the entire understanding of the parties with respect to the Learning Theater. Any other agreement between the parties purporting to apply to the Learning Theater will be in addition, and will not supersede, nullify, or have primary effect over these terms and conditions regardless of whether such agreement claims such effect or was executed before or after the Learning Theater application. In the event of a conflict between these Terms and Conditions and such other agreement, these Terms and Conditions will be primary. No amendment to these Terms and Conditions will be effective unless it is in writing and signed by the parties.

15. Assignment; Governing Law. Neither party may assign its rights or obligations under these terms and conditions without the other party’s advance written consent. Illinois law governs these terms and conditions and all disputes or issues arising out of or related to the Learning Theater.