

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
- Four exhibit registrations for learning theaters 1-3 and two exhibit registrations for learning theater 4. These registrations are to be used for speakers and support staff who will be on-site for your learning theater. Any additional badges outside of this allotment will be \$75 per badge.

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 2023 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

HEALTH & SAFETY

The Supporting Company shall comply with all safety requirements, guidelines, and directives by CHEST or the facility, including those related to COVID-19. CHEST reserves the right to add additional requirements at any time by written notice, including without limitation vaccine or other public health requirements.

CANCELLATION POLICY

By the Company

Supporting Company must notify CHEST in writing of the company's cancellation of an approved Learning Theater. Cancellations prior to June 1, 2023, will receive a 50% refund. After June 1, 2023, no refunds will be given for cancellation.

By CHEST

In the event CHEST cancels the in-person portion of the CHEST 2023 Annual Meeting, the Supporting Company will have the following options:

1. Apply the Learning Theater fee toward a to-be-determined fee for hosting the Learning Theater in conjunction with the online portion of CHEST 2023 (and a refund of any difference in cost).
2. Apply the fee as a deposit for a Learning Theater at the CHEST 2024 Annual Meeting.
3. Request a refund of the fee. Refunds will be payable within 90 days of the date of cancellation by CHEST.

CHEST 2023

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

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

MONDAY, OCTOBER 9

Learning Theater 1

- ☐ 9:45 AM – 10:30 AM
- ☐ 12:00 PM – 12:45 PM **SOLD**
- ☐ 2:15 PM – 3:00 PM

Learning Theater 2

- ☐ 9:45 AM – 10:30 AM
- ☐ 12:00 PM – 12:45 PM **SOLD**
- ☐ 2:15 PM – 3:00 PM

Learning Theater 3

- ☐ 9:45 AM – 10:30 AM
- ☐ 12:00 PM – 12:45 PM **SOLD**
- ☐ 2:15 PM – 3:00 PM

Learning Theater 4

(Half of the size of theaters 1-3)

- ☐ 9:45 AM – 10:30 AM
- ☐ 12:00 PM – 12:45 PM **SOLD**
- ☐ 2:15 PM – 3:00 PM

TUESDAY, OCTOBER 10

Learning Theater 1

- ☐ 9:45 AM – 10:30 AM
- ☐ 11:45 AM – 12:30 PM **SOLD**
- ☐ 1:00 PM – 1:45 PM

Learning Theater 2

- ☐ 9:45 AM – 10:30 AM
- ☐ 11:45 AM – 12:30 PM **SOLD**
- ☐ 1:00 PM – 1:45 PM

Learning Theater 3

- ☐ 9:45 AM – 10:30 AM
- ☐ 11:45 AM – 12:30 PM **SOLD**
- ☐ 1:00 PM – 1:45 PM

Learning Theater 4

(Half of the size of theaters 1-3)

- ☐ 9:45 AM – 10:30 AM
- ☐ 11:45 AM – 12:30 PM **SOLD**
- ☐ 1:00 PM – 1:45 PM

WEDNESDAY, OCTOBER 11

Learning Theater 1

- ☐ 9:45 AM – 10:30 AM **SOLD**
- ☐ 11:45 AM – 12:30 PM

Learning Theater 2

- ☐ 9:45 AM – 10:30 AM **SOLD**
- ☐ 11:45 AM – 12:30 PM

Learning Theater 3

- ☐ 9:45 AM – 10:30 AM
- ☐ 11:45 AM – 12:30 PM

Learning Theater 4

(Half of the size of theaters 1-3)

- ☐ 9:45 AM – 10:30 AM
- ☐ 11:45 AM – 12:30 PM **SOLD**

CHEST EDUCATION CURRICULUM (PLEASE CHECK ONLY ONE.)

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

Title of Session: _____

Brief Description of Session: _____

SPEAKERS

Speaker Name: _____

Address: _____

City/State/Zip/Country: _____

Telephone: _____

Email: _____

Subtopic: _____

Speaker Name: _____

Address: _____

City/State/Zip/Country: _____

Telephone: _____

Email: _____

Subtopic: _____

Speaker Name: _____

Address: _____

City/State/Zip/Country: _____

Telephone: _____

Email: _____

Subtopic: _____

PLEASE NOTE:

The Supporting Company must provide the following disclaimer on all CHEST 2023 non-CME 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 2023 conference sessions. This event is not an endorsement by CHEST and does not reflect the views or opinions of CHEST."

LEARNING THEATER TERMS AND CONDITIONS - CHEST 2023

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.** Upon written acceptance of an application by CHEST, 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 above 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 and for no other purpose without CHEST's advance written consent.
- 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 the Learning Theater will comply with all applicable laws and regulations, 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 as part of the Learning Theater and that no such content violates 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.
- 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 or CHEST Foundation. 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 2023. Any exception must be approved in writing in advance by CHEST.
- 8. COVID-19 Safety.** Supporting Company warrants and represents that the attestations regarding COVID-19 safety made in the application are true and correct and will be true and correct as of the date of the Learning Theater.
- 9. Cancellation.** Cancellations are subject to the Cancellation Policy set forth in the application.
- 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; all marketing, communications, content, and discussions for the Learning Theater; and all acts and damage occurring during 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.** This agreement constitutes the entire understanding of the parties with respect to the Learning Theater, and supersedes all prior agreements and understandings regarding the same subject matter. No amendment to these Terms and Conditions will be effective unless it is in writing and signed by the parties. No waiver of any rights under these Terms and Conditions will be effective unless provided in writing by the party waiving such rights, and any such waiver will apply only to the specific circumstances identified.
- 15. Assignment; Governing Law.** Neither party may assign its rights or obligations under these terms and conditions. Illinois law governs these terms and conditions and all disputes related thereto.