

## EXHIBITOR TERMS AND CONDITIONS

- 1. Acceptance and Designation of Exhibit Space.** All applications are subject to review and acceptance by CHEST. CHEST reserves the right to reject any exhibitor application for any or no reason. Upon written acceptance of an Exhibit Space Application (“**Application**”) by CHEST, CHEST will grant Exhibitor access to, and Exhibitor will occupy, the exhibit space identified in the confirmation email from CHEST (the “**Exhibit Space**”) during the designated time frame.
- 2. PROHIBITED CONTENT.** CHEST does not accept exhibitors 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, as well as display for any other products or services contrary to the mission of CHEST. Any Exhibitor found to be selling or promoting these products in connection with the Meeting will have their booth closed and personnel banned from the Meeting, without refund.
- 3. Description of Exhibited Content.** Exhibitor will use the Exhibit Space to exhibit the specific products, equipment, services, and/or facilities described in the Application unless otherwise approved in writing by CHEST.
- 4. Payment.** Exhibitor shall pay 50% of the total Exhibit Space fees (the “**Exhibitor Fee**”) with submission of the Application. In the event that the Application is not accepted, CHEST will refund this payment within 30 days of notice of rejection. Exhibitor shall pay the balance of the Exhibitor Fee within 30 days of written notice of acceptance of the Application by CHEST. Beginning July 1, 2022, full payment is required at the time of application. If Exhibitor does not make payment(s) to CHEST when required, CHEST will have no further commitment to Exhibitor and will have the right to offer the Exhibit Space to others immediately.
- 5. Compliance with CHEST Policies.** Exhibitor agrees to fully comply with the requirements listed in the CHEST Exhibitor Rules and Regulations—located at <https://www.chestnet.org/Industry-Resources/Exhibits-and-Sponsorships> —and any other written guidelines or rules provided to Exhibitor. In addition, Exhibitor, including its employees, contractors, agents, and other representatives, shall maintain the highest level of integrity and courtesy at the Meeting and in all interactions with Meeting attendees and CHEST staff. All Exhibitor staff attending the Meeting will be required to register in advance.

*Failure by Exhibitor to comply with this agreement, CHEST’s Exhibitor Rules and Regulations, CHEST directives or other reasonable requests by CHEST may result in cancellation of Exhibitor’s space.*

- 6. Cancellation; Downsizing.**

- (a) By Exhibitor:**

- (i) Any cancellations or downsizing will result in a fee equal to 50% of the booth fee.
- (ii) Any booth not paid in full by July 1, 2022, is subject to cancellation and no refund given.
- (iii) No refunds will be given for cancellation or downsizing after July 1, 2022.
- (iv) CHEST retains the right to relocate an exhibitor after downsizing.

- (v) CHEST reserves the right to sell canceled or downsized space to another exhibitor without refund or permission.
- (vi) Any cancellation by Exhibitor must be in writing.

(b) **By CHEST:** In the event CHEST cancels the in-person portion of the Meeting, Exhibitor will have the following options:

- (i) Apply the Exhibit Fee toward exhibition for the virtual portion of CHEST 2022 (and a refund of any difference in cost);
- (ii) Apply the Exhibitor Fee as a deposit for CHEST 2023;
- (iii) Request a refund of the Exhibitor Fee. Refunds will be payable within 90 days of the date of cancellation by CHEST.

These are Exhibitor's exclusive remedies regarding cancellation of the Meeting by CHEST. CHEST will not be responsible for any other damages, such as direct, indirect, consequential, or incidental damages in connection with cancellation of the Meeting.

7. **COVID-19 Safety.** Exhibitor shall comply with all safety requirements, guidelines, and directives by CHEST or the facility related to COVID-19, including vaccination requirements. **PLEASE NOTE: All Exhibitor employees, as well as all vendors, contractors, and agents who will be physically present during show hours and who will have face-to-face interaction with attendees, must have completed the complete course of an FDA-approved COVID-19 vaccination, including all boosters for which they are then-eligible, prior to the start of the Meeting.** CHEST also strongly encourages Exhibitors to use vaccinated personnel to the maximum extent possible for all other purposes where such personnel will be physically present at the venue at any time before, during, or after the Meeting. CHEST will provide complete COVID safety rules and guidelines as soon as practical and reserves the right to amend such rules, including vaccine requirements, as it deems necessary. CHEST also reserves the right to require additional safety protocols for any individual present at the venue at any time including without limitation masking, social distancing, advance and ongoing testing, attestation regarding current health/symptoms, health checks and restriction from the venue or certain areas.
8. **No Assignment or Sublet.** Exhibitor shall not sublet or assign the Exhibit Space or its rights under this agreement, in whole or in part, without CHEST's prior written consent.
9. **Compliance With Local Ordinances.** Exhibitor shall obtain, pay for, and comply with any required licenses or permits related to its exhibit space or activities. Exhibitor is responsible for compliance with all applicable local health, fire, and safety requirements. All products or services exhibited must comply with all laws and regulations, including without limitation those related to the marketing of medical devices or products or regarding the making of claims of medical efficacy or safety. CHEST is not responsible for notifying exhibitors of applicable rules, laws, or regulations.
10. **Demonstrations.** Demonstrations are permitted, provided any such demonstration stays within the Exhibit Space, does not extend to the aisle line of the Exhibit Space, and does not disrupt surrounding booths. Space must be left within the Exhibit Space to absorb anticipated spectators so

that they do not interfere with normal traffic flow or infringe on neighboring exhibits. Volume must be at a level that does not disrupt other exhibit booths.

- 11. Intellectual Property.** Exhibitor warrants that it has the legal right to display and/or reproduce any music, videos, graphics, and other works of authorship used in conjunction with its Exhibit Space, including having obtained the necessary legal rights and paid all required royalties, as applicable.
- 12. Use of CHEST Logos/Name.** Exhibitor shall not use CHEST's name, logos, or trademarks, including the CHEST 2022 logo, without CHEST's prior written consent. Exhibitor may use the phrase "CHEST 2022" in promotional materials and in booth design provided Exhibitor complies with any written branding and use standards provided by CHEST.
- 13. Distribution of Advertising Material.** Exhibitor shall not canvas or distribute advertising materials outside the Exhibit Space. Canvassing or marketing of any products in any portion of the Meeting outside the Exhibit Space is strictly prohibited.
- 14. Exhibitor-Appointed Contractors.** Exhibitor may employ the service of independent contractors to install and dismantle their display, provided Exhibitor and the exhibitor-appointed contractors comply with the requirements specified in the Exhibitor Services Kit. Exhibitor must complete the Notification of Intent to Use an Independent Contractor Form and return it to Josh Coe by August 16, 2022, in order to utilize any independent contractors related to its Exhibit Space. Exhibitor shall require and ensure that any Exhibitor-appointed contractor has filed a proper certificate of insurance with a minimum of \$1,000,000 liability coverage, including property damage, with Show Management, the Convention Center, and Freeman by August 16, 2022.
- 15. Conformity to Code.** Any electrical installation and all materials utilized by Exhibitor must conform to facility rules and to all applicable codes. Electrical order forms will be included in the Exhibitor Services Kit. Exhibitor shall comply with all applicable fire and building codes that apply to the facility.
- 16. Booths.** Exhibitor shall comply with all of the following regarding the Exhibit Space.
  - (a)** For island booths that are 20'x20' or larger, exhibit fixtures must not exceed a maximum height of 20' if space permits (does not apply to hanging signs. See section on hanging signs for more details). There must be access from all four sides of island booths with a see-through effect to prevent blocking views of adjacent exhibits. All exhibitors with an island booth must have their booth layouts approved by CHEST. Renderings of island booths must include all specifications and dimensions and must be submitted for approval to Josh Coe at [jcoe@chestnet.org](mailto:jcoe@chestnet.org), no later than August 16, 2022. CHEST reserves the right to accept or reject any layout at its own discretion.
  - (b)** If an island booth is planned to be multilevel, covered, or have a ceiling, Exhibitor shall discuss these plans with Josh Coe, +1 (224) 521-9582 or [jcoe@chestnet.org](mailto:jcoe@chestnet.org), and the general contractor, no later than July 6, 2022. Sufficient time is needed for blueprints to be reviewed and approved. If plans are not provided on time, it may cause delays or disapproval of Exhibitor's booth.

- (c) Standard booths are 10'x10' or multiples thereof and are arranged in a straight line. All standard booths consist of an 8' high back wall of drape, 3' high sidewall drape, and a standard 7"x44" booth identification sign displaying the exhibitor's name and booth number. Exhibitor fixtures, components, and identification signs will be permitted to a maximum height of 8 feet. All display fixtures more than 4' in height and placed within 10' of an adjoining exhibit must be at least 4' from the aisle to avoid blocking the sight line from the aisle to the adjoining booth. All booths must have flooring or carpet, and all associated costs are Exhibitor's responsibility. The back wall or any construction of in-line and perimeter booths must not exceed 8' in height, including signs or company name, logo, or product information. All display material is restricted to a maximum height of 4' in the front half (the front 5') of the booth and to a maximum height of 8' in the rear half (the rear 5') of the booth. Side dividers will be 36" high.
- (d) CHEST reserves the right to relocate any Exhibitor in its reasonable discretion. In the event CHEST determines relocation is necessary, CHEST will work with the Exhibitor to find a mutually agreeable alternative space, failing which CHEST will have final authority to assign any relocation. No refunds will be given in the event of a booth relocation.
- (e) All booths must be installed and dismantled by the designated times. CHEST may require, in its sole discretion, that any booth not set up by the designated time be closed for all or part of the duration of the Meeting with no refund issued. Any property remaining in the exhibit hall after the end of the Meeting may be disposed of or stored at the Exhibitor's sole cost, as CHEST, its agent, or the facility deem appropriate. Exhibitor shall defend, indemnify, and reimburse CHEST from and against any fees or expenses that must be paid to the facility as a result of late removal of any Exhibitor's materials or equipment.

**17. Liability; Indemnification.** Exhibitor shall be solely liable for, and shall indemnify and defend CHEST, CHEST Foundation, Freeman, the Music City Center, and their respective officers, directors, employees, contractors, and agents from and against all liability, claims, demands, causes of action, judgments, damages, fines, penalties, liens, and expenses (including legal costs) arising out of or related to (a) the acts or omissions of Exhibitor, including its employees, contractors, and agents; (b) any breach of this agreement, including representations or warranties, by Exhibitor; and (c) the transportation, placing, conducting, removal, or exhibiting of the Exhibit Space.

**18. Insurance.** Exhibitor shall maintain in effect for the duration of the installation, use, and removal of the Exhibit Space comprehensive general liability insurance coverage with a minimum limit of \$1,000,000 per occurrence. Exhibitor shall provide CHEST with written evidence of such insurance coverage upon request.

**19. Selling on the Floor.** All business activities of Exhibitor are restricted to the confines of the Exhibit Space, and Exhibitor shall not sell merchandise for delivery on the exhibition hall floor. Exhibitor is solely responsible for collection and payment of applicable taxes as well as adherence to all laws related to business practices or sales conducted by Exhibitor, including its employees, contractors, and agents, in or outside the exhibition hall.

**20. Staffing.** Exhibitor shall maintain the Exhibit Space intact and staffed at all times during exhibition hours. Violations of this rule may result, at CHEST's sole discretion, in closure and dismantling of the Exhibit Space at Exhibitor's expense. Exhibitors vacating their booth before the closing of each day or prior to the final close of the show will incur a loss of priority points and may be prohibited from exhibiting at future CHEST meetings.

**21. Suitcasing Policy.** Any individual who is observed soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the Exhibition Policy, will be asked to leave immediately. Additional penalties may be applied at CHEST's sole discretion. Please report any observed violation to show management. Show management recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite, a restaurant, club, or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than the exhibition floor and at other events. Show management must be informed of any hospitality suites, which may only be conducted with CHEST's prior written consent.

**22. General Provisions.**

- (a) This agreement constitutes the entire understanding of the parties with respect to the subject matter of this agreement. No amendment of this agreement will be effective unless it is in writing and signed by the parties. No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.
- (b) Illinois law governs this agreement and all disputes related thereto. Any dispute arising out of this agreement must be venued in a court of competent jurisdiction in Cook County, Illinois.
- (c) These terms and conditions will not be superseded, and will be in addition to, any other agreement currently existing or subsequently entered into by CHEST and Exhibitor.