

2024 Advances in Quality & Outcomes: A Data Managers Meeting Exhibitor Application
September 11-13, 2024
Exhibit Rules and Regulations

1. General

These Rules & Regulations apply to the 2024 Advances in Quality & Outcomes: A Data Managers Meeting to be held at the Loews Vanderbilt Hotel, September 11-13, 2024 (the “Exhibition”). All matters and questions not covered by these Rules & Regulations are subject to the decision of The Society of Thoracic Surgeons. In the event of any such decision being of general interest, written notice will be given by the Society to exhibitors that may be affected.

The words “the Society” used herein shall mean The Society of Thoracic Surgeons, its officers, directors, agents, and employees acting for the management of the Meeting and Exhibition.

The word “Exhibitor” used herein shall mean a company or organization that has entered into a contract (“Contract”) with the Society for exhibit space at the Exhibition, including its owners, officers, employees, and representatives.

2. Exhibit Space Includes

- 2 complimentary exhibitor badges
- 1 6' x 30" skirted table
- 2 chairs
- 1 sign listing company name
- 1 standard electrical hookup

3. Exhibit Dates and Hours

The exhibit area will be open Wednesday, September 11, 2024, from 7 a.m. to 3:30 p.m., Thursday, September 12, 2024, from 7 a.m. to 6 p.m., and Friday, September 13, 2024 from 7 a.m. to 3:30 p.m. local time.

*All times subject to change.

4. Setup and Teardown of Exhibits

Exhibit space is assigned on a first-come, first-served basis upon the Society’s receipt of payment.

The setup of exhibits will begin at 6 a.m. on Wednesday, September 11, and must be completed by 7 a.m. that same day. If an Exhibitor does not show up, the Society reserves the right to make other use of the space as it deems necessary, with no refund being made to the original contracting Exhibitor.

Teardown of exhibits will begin at 3:30 p.m. on Friday, September 13, and must be completed by 4:30 p.m. that same day. If an exhibit is not removed by that time, the Society has the right to remove the exhibit and charge all associated expenses to the Exhibitor. Teardown of exhibits may not begin prior to 3:30 p.m. on Friday, September 13.

5. Conduct of Exhibitors

Exhibitor representatives shall conduct themselves in an ethical and professional manner at all times and in conformance with the Contract, including these Rules & Regulations. The Society reserves the right to deny the privileges of the Exhibition area to any and all Exhibitors who do not

so conduct themselves. Exhibitor badges are personal, not transferable, and must be worn at all times by the individual named thereon.

No Exhibitor may photograph or videotape the booth, products, staff, or visitors of any other Exhibitor without the express permission of the other Exhibitor.

6. Special Effects and Giveaways

- Objectionable audible or visual attention-getting devices or effects and offensive odors from exhibits are prohibited.
- Distribution of samples, printed literature, or any other materials shall not interfere with other Exhibitors' spaces.
- Distribution of refreshments or other products for consumption on the premises, with the exception of water, will not be permitted unless explicitly approved by the Society.
- Films of purely entertainment character, without educational or informative value, will not be permitted.

7. Exhibit Space Construction and Arrangement

- All exhibit materials are to be confined to the tabletop provided.
- Only informational/educational papers, promotional pieces, or small equipment items that fit on a 6' x 30" table and/or items that do not exceed 6' in height will be allowed; 6' begins from the tabletop.
- One rollup floor banner is permitted to be displayed behind the tabletop and must be placed parallel to the tabletop; measurements may not exceed 34"w x 86"h x 14"d (*final placement of rollup floor banner is subject to the Society's approval onsite*).
- Exhibitors may not use racks, stands, bins, or other point-of-purchase materials unless they can be confined to the table.
- Limited quantities of extra handout materials may be stored underneath the display table. Nothing may be kept on or under the table overnight.
- Flammable materials are not allowed.
- Animal or human tissue is not allowed at any time.

8. Insurance and Liability

It is the Exhibitor's sole responsibility to obtain, at its own expense, all applicable licenses and permits and to comply with all federal, state, and local laws, including City of Nashville ordinances, for any activities conducted in association with or as part of the Exhibition.

Exhibitor shall be fully responsible for any claims, liabilities, losses, damages, or expenses relating to or arising from any injury to any person or any loss of or damage to property where such injury, loss, or damage is incident to, arises out of, or is in any way connected with, Exhibitor's presence at the exhibition site, including but not limited to acts or omissions of its employees, agents, subcontractors, guests, and/or invitees. Exhibitor shall protect, indemnify, hold harmless, and defend the Society, Loews Vanderbilt Hotel, and their respective officers, directors, agents, and employees against all such claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and costs of litigation, arising from or in any way connected with Exhibitor's negligent acts, omissions, and/or participation in the Exhibition and/or presence at the exhibition site, or that of its employees, agents, subcontractors, guests, and/or invitees, provided that the foregoing shall not apply to injury, loss, or damage caused by or resulting from the willful

misconduct of the Society, Loews Vanderbilt Hotel, or their officers, directors, agents, or employees.

During the exhibition, including the installation and removal periods, Exhibitor, its agents, subcontractors, and representatives shall maintain insurance coverages as set forth in Exhibit A, incorporated herein and made part of these Rules & Regulations. The Society and Loews Vanderbilt Hotel must be named as additional insureds, on a primary and non-contributory basis on all liability insurance excluding workers' compensation. Any policy providing liability and/or property insurance must contain an express waiver by the Exhibitor and its insurance company of any right of subrogation as to any claims against the Society, Loews Vanderbilt Hotel, and their respective officers, directors, agents, or employees. Exhibitor shall submit proof of such insurance to the Society at least 30 days prior to the Exhibition. Exhibitor shall ensure that each independent contractor or subcontractor performing work for Exhibitor during the Exhibition complies with all insurance requirements set forth in Exhibit A, and Exhibitor shall submit proof of the required insurance to the Society at least 30 days prior to the Exhibition.

In the event that any part of the Exhibition Hall is destroyed or damaged so as to prevent the Society from permitting Exhibitor to occupy assigned space during any part or the whole Exhibition period, or in the event occupation of assigned space during any part or the whole of the Exhibition period is prevented by strikes, acts of God, national emergency, or other causes beyond the control of the Society, Exhibitor will be charged for space during the period it was or could have been occupied by Exhibitor, if any, and Exhibitor hereby waives any claim against the Society, its directors, officers, agents, or employees for losses or damages that may arise in consequence of such inability to occupy assigned space, its sole claim against the Society being one for a refund of rent paid for the period it was prevented from using the space.

9. Noise Level

Electrical, mechanical apparatus, movie, or musical/voice sounds must be inaudible to neighboring Exhibitors.

10. Registration and Badges

Exhibitor shall register its personnel in advance. Any additions or changes in registration made during the Exhibition must be certified by an officer of the Exhibitor or by the person in charge of the Exhibitor's booth space.

Additional exhibitor badges (beyond the two complimentary badges) may be purchased separately as an industry employee registration.

11. Americans with Disabilities Act

Exhibitor shall be responsible for making its exhibit accessible to persons with disabilities, as required by the Americans with Disabilities Act, and shall indemnify and hold harmless the Society and its officers, directors, agents, and employees from and against any consequences of Exhibitor's failure in this regard.

12. Refunds

The Exhibitor is responsible for 100% of the exhibit, symposia, mailing list license, and email blast fees unless the event is canceled.

**EXHIBITOR'S INSURANCE REQUIREMENTS
EXHIBIT A**

General Requirement	Specific Requirement
GENERAL LIABILITY	
Insurance Amount	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products-Completed Operations aggregate \$1,000,000 Personal /Advertising Injury Limit \$ 100,000 Damage to Rented Premises \$ 10,000 Medical Expense (any one person)
Scope of Coverage	Premises/Operations, Products and Products/Completed Operations
Form	Occurrence (not claims made)
Per Project Aggregate	
Primary and Non-Contributory	With The Society of Thoracic Surgeons and Loews Vanderbilt Hotel
Additional Insured	The Society of Thoracic Surgeons and the Loews Vanderbilt Hotel
Waiver of Subrogation in favor of	The Society of Thoracic Surgeons and the Loews Vanderbilt Hotel
Evidence of Insurance	Certificate of Insurance
Insurer's A.M. Best's Rating	A,X or better
Personal Property, Tools & Mobile Equipment	Limit adequate to cover equipment onsite

AUTOMOBILE LIABILITY	
Combined Single Limit	\$1,000,000
Waiver of Subrogation in favor of	The Society of Thoracic Surgeons and the Loews Vanderbilt Hotel
Additional Insured	The Society of Thoracic Surgeons and the Loews Vanderbilt Hotel
Evidence of Insurance	Certificate of Insurance
Insurer's A.M. Best's Rating	A,X or better
Primary and Non-Contributory	With The Society of Thoracic Surgeons and the Loews Vanderbilt Hotel

WORKERS COMPENSATION/EMPLOYERS LIABILITY	
Limits	\$1,000,000/\$1,000,000/\$1,000,000
Waiver of Subrogation in favor of	The Society of Thoracic Surgeons and the Loews Vanderbilt Hotel
Alternate Employers Endorsement in favor of	The Society of Thoracic Surgeons
Evidence of Insurance	Certificate of Insurance
Insurer's A.M. Best's Rating	A,X or better