

2022 Advances in Quality & Outcomes: A Data Managers Meeting Exhibitor Application
October 26-28, 2022
Exhibit Space Rules & Regulations

1. General

These Rules & Regulations apply to the 2022 Advances in Quality & Outcomes: A Data Managers Meeting to be held at the Rhode Island Convention Center, October 26-28, 2022 (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 hall will be open Wednesday, October 26, 2022, from 7:00 a.m. to 6:00 p.m., Thursday, October 27, 2022, from 7:00 a.m. to 3:30 p.m., and Friday, October 28, from 7:00 a.m. to 3:30 p.m. local time.

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 6:00 a.m. on Wednesday, October 26, and must be completed by 7:00 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, October 28, 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, October 26.

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.
- Videos 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 Providence 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, Rhode Island Convention Center, 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, Rhode Island Convention Center, 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 on pages 8 and 9, incorporated herein and made part of these Rules & Regulations. The Society and Rhode Island Convention Center 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, Rhode Island Convention Center, 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 Rhode Island Convention Center
Additional Insured	The Society of Thoracic Surgeons and the Rhode Island Convention Center
Waiver of Subrogation in favor of	The Society of Thoracic Surgeons and the Rhode Island Convention Center
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 Rhode Island Convention Center
Additional Insured	The Society of Thoracic Surgeons and the Rhode Island Convention Center
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 Rhode Island Convention Center

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 Rhode Island Convention Center
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

**EXHIBITOR'S COVID-19 SAFETY ACKNOWLEDGEMENT
ASSUMPTION OF THE RISK, LIABILITY WAIVER AND RELEASE OF CLAIMS
EXHIBIT B**

COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend “social distancing” and have, in many locations, prohibited the congregation of groups of people. Governmental restrictions may change at any time without prior notice. As such, the SOCIETY of THORACIC SURGEONS (“ASSOCIATION” or “STS”) cannot guarantee eligibility to travel or to participate in the 2022 Advances in Quality & Outcomes: A Data Managers Meeting (“the Event”) if restrictions change. You (“Exhibitor”) must agree to the terms of this document to register and attend as an exhibitor at the Event.

COVID-19 SAFETY INFORMATION:

STS and the facility at which the Event is taking place, the Rhode Island Convention Center, may each implement preventative measures (the “Measures”) to reduce the spread of COVID-19 consistent with the guidance and recommendations of public health agencies for slowing the transmission and exposure to COVID-19. The specific Measures required will be established based on conditions present closer to the date of the Event and notice of the Measures will be provided through signage and other communications. The Measures may include, but are not limited to, mandatory wearing of face coverings at all times, health questionnaires including vaccination checks, temperature checks, sanitation procedures, and physical distancing measures. By registering, Exhibitor agrees that it and all its personnel attending the Event will comply with the Measures unconditionally, and that failure to comply may be enforced by barring non-compliant individuals from the Event. While Measures will be put in place in an attempt to reduce the spread of COVID-19 at the Event, STS cannot guarantee that its exhibitors, participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in STS activities at the Event and/or other face-to-face activities during the Event. By attending the Event, Exhibitor agrees that no Exhibitor personnel will attend the Event who fall into any of the following categories:

1. Individuals who currently or within the past ten (10) days have experienced any symptoms associated with COVID-19, which include, but are not limited to, fever, cough, and shortness of breath; or
2. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

DUTY TO SELF-MONITOR:

Exhibitor agrees to require all its personnel attending the Event to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath, among other things) to notify STS representatives at the Event immediately if they experience symptoms of COVID-19 while attending, and to notify STS Exhibit Manager at mreichstein@sts.org as soon as possible for contact tracing purposes if they first experience symptoms of COVID-19 within 5 days after attending the Event.

RELEASE AND WAIVER. EXHIBITOR AND ITS PERSONNEL ATTENDING THE EVENT WILLINGLY ENGAGE IN THE EVENT. EXHIBITOR, FOR ITSELF AND ALL OF ITS PERSONNEL ATTENDING THE EVENT, HEREBY RELEASES, WAIVES, COVENANTS NOT TO SUE, HOLDS HARMLESS AND FOREVER DISCHARGES THE SOCIETY OF THORACIC SURGEONS AND ITS CONTRACTORS ASSISTING WITH PRESENTATION OF THE EVENT, INCLUDING IN EACH CASE, WITHOUT LIMITATION, ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES AND AGENTS (THE “RELEASED PARTIES”), OF AND FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW WHICH MAY RESULT FROM THE ACTS OR OMISSIONS OF ANY OF THE RELEASED PARTIES IN CONNECTION WITH THE EVENT. THIS RELEASE INCLUDES BUT IS NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES. SUCH DAMAGES OR LOSSES INCLUDE BUT ARE NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS, OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH EXHIBITOR, ITS SUCCESSORS AND PERMITTED ASSIGNS, AND ITS PERSONNEL ATTENDING THE EVENT, THEIR HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON THEIR BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM ATTENDANCE AT THE EVENT.

ASSUMPTION OF THE RISK. Exhibitor, on behalf of itself and its personnel attending the Event, acknowledges and understands the following:

1. Participation in the Event includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. Exhibitor and its personnel attending the Event knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, as a result of attendance at the Event, including associated risk of injury, harm and loss, even if arising from the negligence or fault of the Released Parties.

Exhibitor is responsible for instructing its personnel that their attendance at the Event involves the foregoing assumption of risk and will not permit any of its personnel to attend the Event who do not agree to said assumption of risk.

MEDICAL ACKNOWLEDGMENT AND RELEASE. Exhibitor, on behalf of itself and its personnel attending the Event, acknowledges the health risks associated with the Event, including but not limited to exposure to and contraction of COVID-19, and agrees that any of its personnel attending the Event who experience any symptoms associated with COVID-19 during the Event, including but not limited to fever, cough, and shortness of breath, will discontinue participation at the Event immediately and seek appropriate medical attention. EXHIBITOR, ON BEHALF OF ITSELF AND ITS PERSONNEL ATTENDING THE EVENT, HEREBY RELEASES AND FOREVER DISCHARGES THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH PARTICIPATION IN THE EVENT.

EXHIBITOR ACKNOWLEDGES AND REPRESENTS THAT it has read the foregoing *COVID-19 Safety Acknowledgement – Assumption of the Risk, Liability Waiver and Release of Claims*, understands it and agrees that it and its personnel attending the Event shall be bound thereby. Exhibitor also acknowledges

that Exhibitor's personnel attending the Event may each be required to sign a copy of this document as a condition of their attendance.