



RULES AND REGULATIONS OF THE MIDWEST PODIATRY CONFERENCE

April 2 - April 5, 2009 Hyatt Regency - Chicago

151 E. Wacker Dr., Chicago, IL

Please review these rules and regulations carefully. Your signature on the application binds you and your company to this contract and the terms expressed herein.

PRODUCTS/SERVICES EXHIBITED

Products or services exhibited (or referred to) must be those related to the interests and educational values of the Midwest Podiatry Conference and normally manufactured or supplied by the exhibitor. Exhibitor may exhibit only those products/services approved by the Midwest Podiatry Conference staff. The Midwest Podiatry Conference may refuse to accept the Application of any company or person whose display of goods or services is not compatible, in the sole opinion of the Midwest Podiatry Conference, with the general character and objectives of the Midwest Podiatry Conference.

TERMS OF PAYMENT

A deposit of \$500 **per booth** must accompany your completed application for exhibit space. **DEPOSITS ARE NON-REFUNDABLE.** (ie. If you register for two booths a deposit of \$500 is required for each booth. If either of the booths should be cancelled the initial \$500 deposit is non-refundable.) The balance of your exhibit fee must be completely paid by the close of business (5:00 p.m. - Central Standard Time) on **March 6, 2009.**

All payments made by the exhibitor shall be retained by the Conference should the exhibitor cancel on or after March 20, 2009. All monies paid shall be retained by the Conference as liquidated damages, in the event the exhibitor violates this contract, cancels the exhibit space at any time on or after March 20, 2009, withdraws from the exhibit at any time or fails to fulfill the terms of this contract. The Conference reserves the right to reassign without refund any space not claimed or occupied or for which special arrangements have not been made as of 4:00 pm on April 1, 2009.

BOOTH SPACE

Please indicate all six exhibit space choices that you would prefer in the event your preferred location has already been assigned. If all six choices are already assigned, the Conference reserves the right to assign the next available space.

Exhibit space is assigned based on the order in which completed applications and required deposits are received in the Midwest Podiatry Conference office.

Carefully review the enclosed exhibit floor plan. All booths at the Hyatt Regency – Chicago are 8'x10'. **All display material is restricted to a maximum height of 36" except for the back wall of the display which is limited to 8 feet in height and ½ the length of the booth in depth.**

SUBLETTING AND USE OF SPACE

Exhibitors shall not assign or sublet any space allotted to them and shall not advertise or display goods other than those manufactured or sold by them in the regular course of their business. No person, firm or organization that has not contracted with the Midwest Podiatry Conference for occupancy of exhibit space will be permitted to display or demonstrate any products, processes or services, solicit orders, wear exhibitor identification badges, or distribute advertising or other materials at the Conference. Any infringement of this regulation will result in prompt removal of the

offending person(s). The Midwest Podiatry Conference does not in any manner endorse any of the products or services related to the exhibits which have been accepted for display during the Conference.

REGISTRATION AND BADGES

Admission to the exhibit area will be by official Conference badge only, which must be worn at all times when in the exhibit area.

HOTEL RESERVATIONS

All exhibitors and exhibitor personnel must reserve hotel sleeping rooms through the Midwest Podiatry Conference's room block at the Hyatt Regency - Chicago so long as such rooms are available.

EXHIBIT SPACE ACTIVITIES

Business activities, circulars and advertising material of the exhibitor shall only be conducted and/or distributed within the exhibit space assigned to the exhibitor. Exhibitors are prohibited from conducting any activities on the outside grounds, parking area, or elsewhere inside of the Hyatt Regency - Chicago, without prior consent. Exhibitors are required to keep the assigned exhibit space in good order at all times. Exhibitors may not place anything in the aisles during open hours. Promotional activities considered to be objectionable and not in the best interest of the Midwest Podiatry Conference and its purpose of education will be expressly prohibited. All unusual or atypical promotional activities, in the Midwest Podiatry Conference's sole discretion, must be approved in writing by the Midwest Podiatry Conference no later than sixty (60) days prior to the opening of the Conference. Audiovisual and other sound and attention-getting devices are permitted only in such intensity as, in the sole discretion of the Midwest Podiatry Conference, does not interfere with the activities of other exhibitors. Films purely for entertainment, without educational or informational value, will not be permitted.

USE OF DIAGNOSTIC IMAGING EQUIPMENT

In compliance with the recommendation of the U.S. Department of Health and Human Services, exhibitors shall not demonstrate diagnostic imaging equipment using either ionizing or non-ionizing radiation (including diagnostic ultrasound). In addition, demonstrations of activated therapeutic lasers are prohibited.

FDA REGULATIONS

Exhibitors shall comply with all applicable Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and pre-approved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses. Any product not FDA-approved for a particular use or not commercially available in the US may be exhibited only if accompanied by easily visible signs indicating the status of the product. Exhibitors shall have available at the booth a letter from the FDA that describes the allowable use of any drug or device exhibited.

CONTRACTOR SERVICES

The Midwest Podiatry Conference has selected GES Exposition Services/Chicago as its Official Service Contractor to provide all services in the exhibit area. Complete information, instructions, and schedule of prices regarding shipping, drayage, labor for installing and dismantling, electrical, furniture, cleaning, etc., will be included in the Exhibitor's Manual available from GES Exposition Services/Chicago after spaces have been confirmed. Manuals will be sent no later than January 1, 2009. All exhibitors using the services of an outside contractor must provide the following information to the Midwest Podiatry Conference no less than thirty (30) days before the start of the exhibit: name and address of contractor, name of supervisor in

attendance, name(s) and/or number of regular employees in attendance, certificate of liability and worker's compensation insurance, written statement that such contractor will comply with all rules and regulations of the Conference including observance of local labor rules and regulations and assurance that the nonofficial contractors will be responsible to GES Exposition Services/Chicago regarding move-in and move-out scheduling. Labor other than permanent employees of the exhibitor must be furnished through GES Exposition Services/Chicago.

EXHIBIT INSTALLATION AND DISMANTLING

Exhibitor set-up is TBD. All exhibit materials must be dismantled, packed and ready to ship by TBD on Saturday, April 4, 2009. **No exhibitor is permitted to dismantle any exhibit prior to TBD on Saturday, April 4, 2009.** Failure to observe Midwest Podiatry Conference regulations may result in rejection of your application for space at future Midwest Podiatry Conferences.

The exhibit hall is located on the lower level of the Hyatt Regency – Chicago.

Exhibitors will receive the necessary forms and instructions from GES Exposition Services / Chicago to facilitate the shipment and installation of your exhibit. These materials will be mailed by January 1, 2009.

SHIPPING INSTRUCTIONS

All exhibit material and equipment must be consigned to GES Exposition. Please review the GES service kit for instructions on shipping materials.

BOOTH AND SIGN INFORMATION

All booth draperies are fireproofed and conform to the fire regulations of the City of Chicago. Drapery back walls are 8 feet in height and side dividers are 3 feet high.

Booth dimensions are 8' x 10'. An identification sign 7" x 44" in dimension will be provided with each exhibit space. Please complete and mail the appropriate form in the Exhibitor Service Packet.

FURNISHINGS AND EQUIPMENT

Exhibit space is equipped with pipe and draping, a 6-foot skirted - 30-inch high table; 2 plastic side chairs; a wastebasket, a 7"x44" sign and booth carpeting. *The color of carpeting cannot be substituted.*

Additional furniture and equipment may be rented from GES Exposition Services, 7050 Lindell Rd. Las Vegas, NV 89118-4702, (800) 475-2098 or (702) 515-5970. Order forms will be included with your Exhibitor Service Packet.

All electrical equipment must conform to the City of Chicago electrical code and must be approved by Underwriters Laboratory (U.L.) or another recognized laboratory. Further specifications are available from GES Exposition Services / Chicago.

FLAMMABLE MATERIALS

Combustible or flammable decorations such as crepe paper, tissue paper, cardboard, corrugated paper, etc., shall not be used in the exhibit area. Helium balloons of any size and/or description are expressly forbidden. All packing containers, excelsior, wrapping paper, etc., are to be removed from the floor and must not be stored under tables or behind displays. Exhibitors represent and warrant that they shall comply with all national, state, and local fire regulations and accept full responsibility for such compliance.

SECURITY

The Midwest Podiatry Conference provides security guard service during exhibit hours to restrict access to meeting registrants displaying valid name badges.

Although security personnel may be on site during exhibit hours, the Midwest Podiatry Conference, Hyatt Regency – Chicago, and GES Exposition shall have no liability whatsoever for theft, loss, or damage to property belonging to exhibitors, their agents, employees, business invitees, visitors, or guests.

LIABILITY

Exhibitor shall be fully responsible to pay for any and all damages to property owned by Hyatt Regency Chicago, its owners or managers that results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, Hyatt Regency Chicago, Midwest Podiatry Conference and their owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability includes all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof.

INSURANCE

All property of the exhibitor is understood to remain under its custody and control in transit to and from and within the confines of the exhibit area. The Midwest Podiatry Conference and the Hyatt Regency - Chicago do not provide insurance covering exhibitor's property, and exhibitor expressly waives and releases any claim or demand it may have against them by reason of any damage to or loss of property of the exhibitor.

The exhibitor shall carry comprehensive general liability coverage, including premises, operations and contractual liability coverage of at least \$500,000 for personal injury liability, \$1,000,000 for personal damage liability, and statutory workmen's compensation with employer's liability with a limit of at least \$100,000. ***Certificates of insurance must be furnished to the Midwest Podiatry Conference with final booth payment.*** The Midwest Podiatry Conference and the Hyatt Regency - Chicago shall be listed as additional insures on the certificate of insurance.

CANCELLATION

In the event that the Conference shall not be held for any reason whatsoever, then and thereupon the contract for exhibit space shall be terminated. In such case, the exhibitor shall waive all damages and claims for damages and agrees that the sole liability of the Midwest Podiatry Conference will be to return to exhibitors their space payment on a pro rata basis after deduction of all Conference related costs and expenses incurred by the Midwest Podiatry Conference through the date of cancellation, an administrative fee, and overhead charges.

AMERICANS WITH DISABILITIES ACT

The exhibitor represents and warrants

- (i) that its exhibit will be accessible to the full extent required by law;
- (ii) that its exhibit will comply with the Americans with Disabilities Act ("ADA") and with any regulations implemented by that Act; and
- (iii) that it shall indemnify and hold the Midwest Podiatry Conference harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against the Midwest Podiatry Conference, its officers, directors, members, agents or employees on the basis of exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.

ENTERTAINMENT

The exhibitor agrees not to sponsor group functions such as luncheons, receptions, speeches or other activities during periods when exhibits, meetings or regular conference events are scheduled that would in any way interfere with attendance at regular activities or induce visitors away from the exhibition or sessions. The exhibitor must clear with MPC staff any intended group functions.

INTELLECTUAL PROPERTY

Exhibitor shall obtain any and all licenses or grants of authority required under the copyright laws, including, but not limited to, those relating to the performance of music, whether live or recorded. Copies of such licenses and grants will be furnished to the Midwest Podiatry Conference no less than thirty (30) days prior to the start of the Conference. In addition, exhibitor represents and warrants that it shall not display any product or related materials or take any action that infringes on the intellectual property rights of others, including, without limitation, copyright, patent, or trademark rights.

OTHER REGULATIONS

The Midwest Podiatry Conference shall have the sole authority to interpret and enforce all rules and regulations governing exhibitors and the Conference. Any and all matters not specifically covered herein are subject to decision by the Midwest Podiatry Conference. These rules and regulations may be amended at any time by the Midwest Podiatry Conference upon written notice to all exhibitors. Each exhibitor expressly agrees to be bound by the rules and regulations set forth herein and by any amendments thereto adopted by the Midwest Podiatry Conference from time to time. Any exhibitor or exhibitor representative who, in the opinion of the Midwest Podiatry Conference, conducts itself unethically may immediately be dismissed from the Conference without refund or other appeal.

VIOLATION OF RULES

Any violation of these Rules and Regulations by exhibitor may, at the Midwest Podiatry Conference's discretion, result in denial of access to the exhibit area, denial of exhibit space installation, closing or removal of the exhibitor's exhibit space, and/or prohibition on future participation in Conferences. In the event exhibitor violates the Rules and Regulations and is prohibited from continued use of the exhibit space, exhibitor's exhibit space fee, or any portion of it, is non-refundable.

APPLICABLE LAWS

This contract shall be governed by the laws of the State of Illinois. Exhibitor shall abide by these Rules and Regulations, as well as any rules and regulations of the Hyatt Regency - Chicago, the policies of GES Exposition Services/Chicago, including, without limitation, the terms and conditions set forth in its Exhibitor's Manual, and all applicable local, state, federal or other laws, rules and regulations.

SEVERABILITY

Should any part of this contract be found by a court of law to be void, unconstitutional, or unenforceable, the remaining provisions shall remain in full force and effect.