

Exhibitor Rules and Regulations

1. ASSIGNMENT OF SPACE

Musculoskeletal Orthopedic Research and Education Foundation (hereinafter “MORE”) may at its discretion accept or reject any Application & Contract for Exhibit Space and reserves the right to relocate or reassign exhibit space at any time. Application & Contracts received will be assigned on a first come, first-served basis. The primary consideration in the assignment of space to exhibitors shall be in the best interest of MORE. Space determinations are also contingent upon a receipt of Application & Contract with the corresponding funds; the size of exhibit space requested; physical layout and characteristics of space at the event; and compatibility of exhibitors. All applications for space must be filed on the Application & Contract. Please keep a copy for your records. Each exhibiting company must have contiguous booths, unless other set-up is approved by MORE its discretion.

2. CONTINUING EDUCATION

The exhibitor will not require MORE to accept advice or services concerning faculty, authors, or participants or other education matters, including educational content, as conditions to receiving exhibitor sponsorship. Product promotion material or product specific advertisement of any type is prohibited in the educational space or before, during, or after continuing education activities.

3. PAYMENT, CANCELLATIONS & REFUNDS

Prices of exhibit space are indicated on the Application & Contract. Contracts submitted on or before six months prior to the event, must be accompanied by payment in the amount of 50% of the total space rental charge to secure exhibit space. Contracts submitted after six months prior to the event must be accompanied by payment in full. Make all checks payable to MORE Foundation. Tax ID Number 27-0170045.

All cancellations must be made in writing and emailed to MORE Foundation at info@more-foundation.org. A charge of 50% of the space rental will be made on all cancellations made any time up to six months prior to the event. A 100% cancellation fee applies before six months prior to the event. If for any reason beyond MORE’s control, the event must be canceled, shortened, delayed or otherwise altered or changed, exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of MORE, its Board of Trustees, or employees. Exhibitor understands that it may lose all monies it has paid to MORE for space, as well as other costs and expenses it has incurred, including travel to event, setup, lodging, freight, employee wages, etc. Exhibitor, as a condition of being permitted by MORE to be an exhibitor at an event, agrees to indemnify, defend and hold harmless MORE, its Board of Trustees, employees, or agents of service contractors, from any and all loss, which exhibitor may suffer as a result of event cancellation, duration, delay or other alterations or changes caused while or in part by any reason outside MORE’s control.

4. SUBLETTING OF EXHIBIT SPACE & CARE OF BUILDING

Exhibitors are prohibited from assigning or subletting any part of the space allotted to them. Exhibitors may not exhibit, or permit to be exhibited in their space, any merchandise or advertising materials which are not part of their own products, or those of their subsidiaries.

5. EXHIBITOR BENEFITS

All exhibitor benefits are outlined and will be provided to exhibitors at no additional charge. No credits will be issued for benefits not utilized. MORE will make every effort to help exhibitors utilize all benefits as outlined in the package.

6. SPACE SET-UP, CONSTRUCTION RULES & REGULATIONS

Exhibitors must abide by all of the facility rules and regulations of the event center. All display rules and regulations outlined by the International Association of Exhibitors and Events (IAEE) in "Guidelines for Display Rules and Regulations" (2014 Update) apply.

7. EXHIBITOR SERVICES SHIPPING INSTRUCTIONS

Contact the MORE Foundation regarding arrangements to deliver exhibits directly to the exhibit area.

8. EXHIBITOR LIABILITY, INDEMNIFICATION & INSURANCE

Exhibitor remains solely responsible for the safety of its personnel and property at all times during transit to and from event and within the event location. By signing the Exhibitor agreement, the exhibitor waives and releases any claims or demand it may have against MORE for reason of injury, any damage or loss of any of its personnel or property. Exhibitor agrees that it will indemnify, defend and hold MORE harmless against all claims on account of injury to any person to the extent that any such injury was caused wholly or in part by any act or omission of exhibitor or any agents, employees, contractors, guests, licensees or invitees. The terms of this provision shall survive the termination or expiration of this Application and Contract. This indemnification of MORE by exhibitor is effective unless such injury was caused by the sole negligence or gross negligence or willful misconduct of MORE. If MORE is made a party to any litigation commenced by or against exhibitor, or relating to the lease or the premises leased hereunder, then exhibitor will pay all costs and expenses, including attorneys' fees, incurred by or imposed upon MORE by reason of litigation. MORE recommends that exhibitor obtain its own insurance at its expense for loss or damage to property or injury to persons, and cover its obligation under this paragraph 8. In no event shall the exhibit facility or its owners, MORE, Board of Trustees, or employees be liable to the exhibitor or any third party hired by or otherwise engaged by the exhibitor for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of this application and agreement or connected in any way with use of or inability to use the services outlined in this application and agreement or for any claim by exhibitor, even if any of the MORE parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Exhibitor agrees that MORE's sole and maximum liability to exhibitor regardless of the circumstances shall be the refund of the exhibit booth/table fee. Exhibitor agrees to indemnify and defend MORE from any claims brought by a third party hired by or engaged by the exhibitor for any amount beyond the exhibit booth/table fee. Further, exhibitor agrees

to pay all attorney's fees and costs incurred by MORE arising out of or in any way related to this application and exhibit. Exhibitor shall be solely responsible for its attorney's fees and costs.

9. CARE OF BUILDING

Exhibitor is liable for any damage caused by fastening displays or fixtures to the building floors, walls or columns, or to standard booth equipment or for damage caused in any other manner. Exhibitors may not use paint, lacquer, adhesives or any other coating on the building columns, floors or standard booth equipment.

10. HOSPITALITIES

When there is no other official MORE planned activity, companies may use their discretion in offering hospitality functions for registered MORE attendees. At no time may hospitalities be offered during MORE educational session hours or other official functions designated by MORE as part of the event. MORE will have control of assignment of all meeting space contracted with the event venue and will release space to exhibitors on a first-come, first-served basis. An exhibitor sponsored hospitality and function must be pre-approved by MORE.

11. HANDOUTS/GIVEAWAYS/SELLING/PRODUCT DEMONSTRATION

Exhibitors who distribute items to participants are expected to adhere to the professional environment of the MORE educational event. Items should be limited to those routinely produced for sale that can be used in a professional setting or during the educational event. All educational materials that offer continuing education credit must have approval of MORE Continuing Education Committee. Items considered appropriate for distribution are educational materials, bags, pens, pencils, luggage tags, calendars, note pads, mugs and key chains. Balloons, noisemakers and tobacco products are prohibited as well as other items at the discretion of MORE. MORE and the Exhibitor agree that the purpose of the Exhibition is exclusively for the education of persons attending the educational event, and will conduct themselves accordingly. Selling is allowed at the exhibit however, exhibitors are required by state laws to be solely responsible for the collection and remittance of any sales or other taxes imposed on them. If models are utilized for product demonstration, their conduct and manner must adhere to the professional environment of the educational event. Gimmicks such as clowns, mimes, jugglers, cartoon characters, etc. are generally not approved in product or booth demonstrations.

12. EXHIBITOR REGISTRATION

Advance exhibitor registration is provided to all exhibitors. All exhibitors are required to register/sign-in. The number of complimentary badges your company receives is outlined in the sponsorship options. Additional exhibit only badges are at the cost designated for each event. Exhibitors may pick up their badge onsite at the registration counter. "No Show" badges are non-refundable. Admission to the educational event is by badge only.

13. SPECIAL REGULATIONS

MINIMUM AGE FOR ADMISSION: Children under the age of 18 are not permitted in exhibit or educational area at any time.

NO SMOKING POLICY: MORE's policy is No Smoking. Therefore, smoking is not allowed within the exhibit area including installation and dismantle. All exhibitors are required to obey local fire ordinances.

AMERICANS WITH DISABILITIES ACT: Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their booth/table space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at www.usdoj.gov/crt/ada/infoline.htm.

AUDIO-VISUALS: Audiovisual presentations must be arranged so that aisles are not blocked.

COURTESY: The right and privileges of an exhibit shall not be infringed upon by any other exhibitor. Interviews, demonstrations, distribution of literature, etc. must be made from inside the exhibitor's space. Exhibitors may not enter another exhibitor's space or photograph/ investigate another exhibitor's products at any time without the express permission of that exhibitor.

CANVASSING: Canvassing outside the exhibitor space is forbidden. Vendors and/or exhibitors may not distribute materials to other exhibitors at any time. All business must be conducted from within each exhibitor's space.

CONDUCT: Unethical or unprofessional conduct or infraction of rules on part of the exhibitor or its representatives will subject the exhibitor or both to dismissal from exhibit area. In this event, it is agreed no refund shall be made by MORE.

MUSIC: Exhibitors are responsible for establishing any necessary license agreements for copyrighted music within the exhibit space or hospitality functions. Music must be kept at a level so as not to disturb or interfere with the other exhibits.

HOTEL ACCOMODATIONS: Information regarding hotel accommodations will be provided upon request. Exhibitors are responsible for making their own hotel reservations.

INTERPRETATION: The rules and regulations outlined are to be construed as part of the Application & Contract for Exhibit Space. MORE reserves the right to interpret them as well as make final decisions on all points the rules and regulations do not cover.

PHOTOGRAPHS AND RECORDINGS: Registration and attendance at or participation in the Exhibition, or MORE meetings and other activities constitutes an agreement by the Exhibitor on behalf of its employees, agents and contractors to MORE's use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

PRODUCT LOGO VS. COMPANY LOGO: For general sponsor recognition, a company logo is required. The company logo will be kept separate from all MORE event educational pages/material. A product logo can be placed on a non-educational sponsored item as sponsorship recognition. A product logo cannot be used for general recognition (overall educational event banners, Web page, publications, etc.). The product logo can be a logo only, and cannot contain any quantitative or comparative language, price information or other indications of savings or value, an endorsement or an inducement to purchase, sell or use the product or service.

LOGO REQUIREMENT AND USE – If sponsoring, to ensure that your company receives the highest quality logo recognition, MORE must receive your logo in a Vector-based .eps format, as well as in a high resolution .jpg format. Logo size will be based on the following criteria: the level of sponsorship (this will determine size of logo in relation to other logos on general sponsorship signage).



MORE reserves the right to expel and eject any exhibitor and bar it from future participation for conduct detrimental to the educational event, MORE's sole judgement, whose decision shall be binding upon the exhibitor. Likewise, MORE shall have the right to levy fines against exhibitors who violate the above rules and regulations in a monetary sum up to \$2,500 and reserves the right to eject the exhibitor in addition to the assessment of the fine.