

American Society for Bone and Mineral Research

APPLICATION & CONTRACT FOR EXHIBIT SPACE

ASBMR 31st Annual Meeting

September 11-15, 2009

Colorado Convention Center

Denver, Colorado, USA

- A.** Please complete this application and mail all copies to: **ASBMR Exhibits
Department 3104
Washington, DC 20042-3104
USA**
- B.** One copy will be returned for your files upon acceptance. This contract is subject to provisions in the ASBMR Invitation to Exhibit.
- C.** Company _____
- D.** Address _____
City/State/Country/Zip _____
- E.** Please **PRINT** name of person who will be officially responsible for this booth. (This person will be sent a registration form exclusively for exhibit personnel). Your signature indicates your approval of terms referenced in Section G below.
- _____
Name Signature
- _____
Telephone (include country and area code) Fax (include country and area code) E-mail address
- Please note:** A non-refundable deposit of 50% of the exhibit fee must accompany the contract. (Please make check payable to **The American Society for Bone and Mineral Research**). The balance is due **May 1, 2009**. If paying by wire transfer, the **entire** exhibit fee must accompany the contract. Any additional fees associated with accepting a wire transfer will be borne by the exhibiting company. (Tax ID #431123207).
- F.** Application to exhibit dated this _____ day of _____, 20____, by and between _____ hereinafter called "Exhibitor" and the ASBMR.
- G.** In accordance with the following terms, conditions, and regulations governing exhibits of the ASBMR 31st Annual Meeting at the Colorado Convention Center, September 11-15, 2009, the undersigned hereby makes an application for exhibit space(s) which, when accepted by the ASBMR becomes a contract. Exhibit Rules and Regulations attached here and posted at www.asbmr.org are a part of this contract. The undersigned agrees to abide by all rules, requirements, restrictions and regulations as set forth in this agreement or as may be especially designated by ASBMR Exhibit Management, the Colorado Convention Center or the city of Denver, Colorado. Failure to abide by such rules and regulations results in forfeiture of all monies paid or due ASBMR under the terms of this agreement.
- H.** For general information, floor plan of exhibits and prices of booths, see the official ASBMR Invitation to Exhibit.
- I.** Booth size: _____ x _____ (e.g., a standard booth is 10'x10')
- Preferred booth locations: 1. _____ 2. _____ 3. _____ 4. _____
- List any exhibitor(s) you wish to be near: _____
- List any exhibitor(s) you do not wish to be near: _____
- J.** Products to be exhibited: _____

Sponsorship Opportunities

Please contact me
about sponsorship
opportunities at the
ASBMR Annual
Meeting.

FOR ASBMR STAFF USE ONLY

Batch # _____ Deposit Amt: \$ _____ Lockbox Date _____ Date Rec'd _____ Ck # _____
Booth Fees: ☐\$2050 ☐\$2350 ☐\$26.00 Total SF: _____ Booth # _____ Balance Due: \$ _____
Accepted by _____ Date _____

Exhibit Contact Information

ASBMR Exhibits

2025 M Street, NW, Suite 800 * Washington, DC 20036 * USA

PH: 202-367-1138 * FX: 202-367-2172 * Email: ASBMR@asbmr.org

AMERICAN SOCIETY FOR BONE AND MINERAL RESEARCH

2009 EXHIBIT RULES AND REGULATIONS

Please read carefully before signing the Application & Contract for Exhibit Space. Your signature on the Application and Contract verifies your acceptance of the ASBMR regulations detailed below.

Venue

The American Society for Bone and Mineral Research will use Hall F of the Colorado Convention Center in Denver, Colorado for exhibits and poster sessions.

Booth Fees

In Line \$2,050 per 10'x10'
Corner \$2,350 per 10'x10'
Island \$26.00 per square foot

Payment Information:

A non-refundable deposit of 50% of the rental fee must accompany the contract. The balance will be due on Friday, May 1, 2009. Checks should be made payable to "ASBMR Exhibits" in U.S. funds drawn on a U.S. bank. If paying by wire transfer, you must submit the entire rental fee with the contract. (Any additional fees associated with accepting a wire transfer will be borne by the exhibiting company.) If written notice of cancellation or space reduction is received by Friday, May 1, 2009, the deposit will be refunded less 50% of the total fee for the contracted booth space. No refunds will be allowed for cancellation or space reduction after Friday, May 1, 2009.

Contracts and Payments Should be Mailed to:

ASBMR, Department 3104,
Washington, DC 20042-3104, USA

(Do not send Federal Express packages to this address. Federal Express, Airborne Express and DHL packages may be sent to: ASBMR Exhibits, 2025 M Street, NW, Suite 800, Washington, DC 20036-3309, USA, Attn: Exhibits Coordinator.)

What Your Exhibit Space Includes

A standard 10' x 10' draped booth (8' high backdrop and 36" high side dividers) will be provided. Each booth will be provided a 7" x 44" identification sign containing the name and booth number to be hung at the top back of the booth.

Additional Exhibitor Benefits

In addition to booth space in ASBMR's high traffic exhibition hall, exhibitors also receive:

- A 35-word description in the *On-SiteProgram* book
- Company description in the ASBMR online Exhibit Hall floor plan
- A complimentary one-time use post-meeting attendee mailing list
- Four complimentary Exhibit Personnel Badges (hall-only access) per 10' x 10' booth space
- One conference bag per company containing *2009 Abstracts* book and other conference materials

Exhibitor Service Kit

ASBMR's official general service contractor will mail each exhibiting company a service kit approximately 90 days prior to the show dates. The service kit will include information on shipping, show colors, furniture and booth accessories, labor and drayage rates, utility specifications and charges, carpet rental and cleaning, signs, security service, catering, telecommunication, audiovisual equipment, computer rental, photography and floral services. Order forms and a schedule of rates will be included in the Exhibitor Service Kit.

Booth Assignments

ASBMR will assign booth space in the Exhibit Hall based upon the order in which exhibit applications are received, with first priority given to contracts and deposits received by November 13, 2008, from Diamond, Platinum, and Gold Supporters (see page 6); second priority given to 2008 exhibitors with 2009 contracts and deposits received by November 13, 2008; third priority given to companies on a first-come, first-served basis. No reservations for booth space will be accepted over the telephone or without a signed application and deposit. ASBMR Exhibit Management reserves the right to make revisions to the floor plan, if necessary. Exhibitors who wish to avoid space assignments adjacent to that of a particular competitor should indicate this on their application, and careful consideration will be given to all such requests.

Booth Construction

A standard 10' x 10' draped booth (8' high backdrop and 36" high side dividers) will be provided. No side rails or counters may exceed 36" in height; backgrounds are limited to 8' in height and must not protrude from the back wall more than 36"; no exhibit construction will be permitted to exceed the height of the side rail except in the back one third of the booth as noted above.

The reverse side of any wing panel extending from the back wall of the display must be draped in order to avoid raw exposure to a neighboring booth. This refers to pop-up background displays where the unfinished back-side of the display can be seen from the aisle or a neighboring booth. If the Exhibitor does not comply with the above standards, the ASBMR will have the decorator drape the area and bill the exhibitor.

Island displays must allow 40% visibility on each side. The 8' height restriction is waived for island displays. Island displays have a 16' height restriction for booth construction and logos/company identification except where limited by facility ceiling height. All other areas of the display that exceed 12' must be set back 4' from the perimeter of the space. Height restrictions include not only booth construction, but also the height of equipment, furnishings, or any other person or object in the booth. Exceptions for double-decker booths will be reviewed on a case by case basis and must be approved by ASBMR in writing. If such exceptions are granted, placement of space in the exhibit hall is entirely at ASBMR's discretion to avoid visibility issues with neighboring booths.

All island booths must submit a rendering of their company's display to ASBMR for approval. The rendering must include all aspects of the booth (i.e. furnishings, lighting, signage, etc.). All renderings must be submitted by June 5, 2009. If a rendering is not submitted, ASBMR reserves the right to modify the booth onsite and all costs to modify the booth will be at the exhibiting company's expense.

Carpet

All booths are required to be completely carpeted by the exhibiting company to cover the total footage of the exhibit space occupied by the Exhibitor. All exhibits not appropriately carpeted shall, at the ASBMR's discretion, be carpeted and/or corrected by the ASBMR at the expense of the Exhibitor. The ASBMR will carpet aisles within the exhibit area. The poster area will not be carpeted. The Exhibitor may bring his or her own carpet, but it must cover the entire exhibit booth area. The Exhibit Hall at the Colorado Convention Center is not carpeted. Further information regarding carpet will be included in the Exhibitor Service Kit.

Exhibitor's Representative

The Exhibitor will name one individual as the duly authorized representative in charge of the exhibit. This individual will assume responsibility for all negotiations with the ASBMR and the official meeting and exposition decorator. In addition, this individual will receive all official correspondence from ASBMR referring to the exhibit and will be responsible for communicating this information to registered personnel from the exhibiting company and other third-party contractors.

Exhibit Personnel

All participants affiliated with exhibits must be registered. Each person will be issued an Exhibitor's badge and must be employed by the Exhibitor or have a direct business affiliation. Exhibiting companies receive four complimentary badges for Exhibit Hall access only per 100 square feet of exhibit space. Additional badges are available for \$35.00 each. Please note that an Exhibitor's badge will not admit an individual to the ASBMR Annual Meeting sessions. Individuals must register as delegates to attend sessions. A list of all exhibit personnel must be submitted to the ASBMR no later than Thursday, July 16, 2009. Badges can be pre-mailed or will be available at the Exhibitor Registration Counter onsite. Exhibits must be staffed at all times during the meeting. Those firms that do not keep their booths staffed and operating until the official closing time jeopardize their participation at future ASBMR meetings.

Admission

ASBMR shall have sole control over all admission policies at all times. Any person visiting the exhibits or attending any function of the meeting will be required to register and wear an appropriate badge while in attendance. Children ages 12 and under are not permitted in the Exhibit Hall at any time. There will be no exceptions to this policy. Exhibitors are permitted inside the hall two hours prior to show opening each day in order to prepare their booths and are allowed to stay a half hour after close.

Subletting of Exhibit Space and Prohibited Uses

Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them. Exhibitors cannot exhibit or permit any merchandise or advertising materials to be exhibited in their space that are not a part of their own regular products. It is not permitted for money to change hands (including credit card payments) for products, merchandise, membership, or services of any kind in the Exhibit Hall. Orders may be taken for payment at a later date.

ASBMR Meeting Content and Continuing Medical Education (CME)

ASBMR receives Continuing Medical Education credits (CME) for the ASBMR Annual Meeting. At the ASBMR Annual Meeting, CME activities are separated from exhibit and promotional activities.

Important Note: No promotional activities are allowed in scientific sessions. ASBMR expects that the planning, content and execution of speaker presentations, slides, abstracts and reference materials should be free from corporate influence, bias or control.

Furthermore, ASBMR expects that the content or format of Continuing Medical Education (CME) activities and related materials will promote improvement or quality in healthcare and not a specific proprietary business interest of a commercial interest.

If any activities are detected in which a commercial entity has sought to influence, interfere with or control the scientific content at the ASBMR Annual Meeting, that company's continued participation at current and future ASBMR meetings will be jeopardized.

Prizes, Lotteries

The ASBMR considers both prizes and lotteries offered by exhibitors or associations unprofessional and does not approve them.

ASBMR Logo

Use of the ASBMR logo is prohibited. ASBMR's name, meeting name and/or meeting logo may not be used without permission.

The use of the ASBMR name and/or meeting logo may, on occasion, be associated with corporate support opportunities, but only with prior written approval.

Giveaway Items

All items must be approved by the ASBMR in writing prior to the meeting. Preferred items for distribution at Exhibit Booths are those that contribute to the educational requirements of the attendee or items that are useful to the participants at the meeting and/or in the professional activities of the booth visitor. All items must be made available to all visitors to your booth and must be small in size and may be imprinted with your company name and/or product name. A Promotional Item Request Form will be provided with your booth confirmation if you are interested in distributing promotional materials. Unapproved items may not be distributed. If any exhibitor is found distributing materials that have not been officially approved, the items will be removed. All costs incurred by the removal of unapproved items shall be borne by the Exhibitor. Compliance with all state and federal regulations regarding gifts to physicians is the sole responsibility of the exhibitor. Items that have been approved in the past include, pens, post it note cubes, magnetic paper holders, etc.

Food and Beverage Distribution

Distribution of food and beverages from Exhibit Booths must be approved by the ASBMR in writing prior to the meeting and must be purchased through the convention center's exclusive caterer. Items such as coffee, frozen desserts, whole fresh fruit, packaged nuts, candies and bottled waters may be considered. Once ASBMR provides approval, we will refer you to the appropriate contact at the Colorado Convention Center to make arrangements.

Ads, Literature, Door Drops

Canvassing or distributing advertising matter outside the exhibitor's own booth is not permitted. Solicitations of business - and/or conferences in the interest of business - except by exhibiting firms, are prohibited. All Exhibitor literature must be distributed from within the booth space assigned. Only literature published or pre-approved by the ASBMR may be distributed in the registration area, meeting rooms, hotels and/or in other areas used by the convention attendees. Hotel "door drops" are not permitted.

JBMR Policies

Any material reprinted from the *Journal of Bone and Mineral Research (JBMR)* or the ASBMR Abstracts Supplement must comply with the reprint permissions guidelines detailed in the *JBMR Permissions Guidelines/Translation Policy section at www.asbmr.org*.

Music Licensing/Audio Presentations

The Exhibitor shall be responsible for securing any and all necessary licenses or consents for: (a) any performances, displays and/or other uses of copyrighted works or patented inventions; and (b) any use of any name, likeness, signature, voice and/or other impression, other intellectual property owned by any third party that is used directly or indirectly by the Exhibitor. The Exhibitor agrees hereby to indemnify, defend and hold the ASBMR harmless from and against any claim of liability and any incident or resulting loss, cost and/or damage (including costs of lawsuit and attorney's fees) for failure to obtain these

licenses or consents and/or for infringements or other violations of the property rights and/or the rights of privacy or publicity of any third party. The use of loudspeakers, recording equipment, television sets, computers, radios and/or the use of machinery or any device that is of sufficient volume to annoy neighboring exhibitors will not be permitted.

FDA Federal and State Regulations

Exhibiting companies that have questions regarding drug promotion should contact the Food & Drug Administration at +1-888-463-6332. Each exhibiting company is individually responsible for compliance with all FDA, U.S., federal and any applicable city or state regulations.

Accessibility for Persons with Disabilities

The representatives of each exhibiting company will be responsible for making their exhibits accessible to persons with disabilities as required by the Americans with Disabilities Act. It is understood that the ASBMR will be held harmless by the exhibiting company for the failure of its representatives to comply with the requirements as stated in the Americans with Disabilities Act.

Security and Insurance

ASBMR will provide 24-hour guard service in and around the Exhibit Hall from installation through dismantling and will exercise reasonable care for the protection of Exhibitors' materials and displays. The furnishing of such service is in no case to be understood or interpreted by Exhibitors as a guarantee to them against loss, theft and/or damage of any kind. ASBMR or any officer, its agents, staff members, the convention center and/or the official service decorator will not be liable for the safety of the exhibitors' property, agents and/or employees from theft and/or damage by fire, accident or any other causes.

Exhibitors wishing to insure their exhibit materials, goods and/or wares of exhibits against theft, damage by fire, accident or loss of any kind must do so at their own expense. Each exhibiting company is responsible for obtaining insurance (liability and fire/theft) in such amounts as deemed appropriate to comply with its obligations hereunder and for its own protection.

Limitations and Liability

Exhibitors or their agents may not allow any articles to be brought into the exposition or any act performed on the premises that would invalidate the insurance or increase the premium of the policies held by the management of the convention center, the official service decorator and/or the ASBMR; nor permit anything to be done by their employees and/or their agents through which the premises, property or equipment of the ASBMR, the official service decorator, the convention center, and/or other exhibitors will be damaged. The Exhibitor and/or the exhibiting company will be held liable for any damage resulting from such violation. All space is leased subject to these restrictions. ASBMR has the right to terminate an Exhibitor's rights pursuant to this contract at any time after discovery of a violation of this provision.

Exhibitor agrees to protect, save and keep the ASBMR, the occupied hotels, Colorado Convention Center, and official service decorator forever harmless from any damage or charges imposed for violation of any law or ordinance by the exhibitor, company employees or agents, and to strictly comply with the applicable terms and conditions contained in the agreement between the ASBMR, the occupied hotels, Colorado Convention Center and official service decorator regarding the exhibition premises; and further, the Exhibitor shall at all times protect, indemnify, save and keep harmless ASBMR, the occupied hotels, the Colorado Convention Center and the official service decorator against and from any and all loss, cost, damage, liability or expense that

arises out of, from or by reason of any act or omission of Exhibitor, company employees and/or agents.

Fire Regulations

All materials used in the exhibit area must be flameproof and fire resistant to conform to local fire ordinances and in accordance with regulations established by the National Association of Fire Underwriters. Crepe paper, corrugated paper, flameproof or otherwise, will not be permitted. All displays are subject to inspection by the Fire Prevention Bureau. Any exhibits or parts thereof found not to be fireproof may be ordered dismantled. All aisles and exhibits must be kept clear at all times, and fire stations and fire extinguisher equipment are not to be covered or obstructed. Absolutely no storage of any kind will be permitted behind an Exhibitor's booth.

Character of Exhibit

The character of the exhibits is subject to the approval of the ASBMR. The right is reserved to refuse contracts not meeting the standards required or expected, as well as the right to curtail exhibits, or parts thereof, that reflect against the character of the meeting. This reservation applies to persons and their conduct, articles of merchandise, printed matter, souvenirs, catalogs and any other items, without limitations, that affect the character of the exhibit.

Violations

Each Exhibitor, company agents and employees agree to abide by the contract conditions/rules and regulations set forth herein, or any subsequent amendments or interpretations. Violation of any of these regulations on the part of the Exhibitor, company employees or agents shall annul the right to occupy space, and such exhibitor will forfeit to the ASBMR all monies that may have been paid. Upon evidence of violations, ASBMR may reenter and take possession of the space occupied by the Exhibitor and may remove all personal items at the Exhibitor's risk. The Exhibitor shall pay all expenses and damages that the ASBMR may incur thereby as a result. In addition, the ASBMR may refuse to permit the Exhibitor to participate in future years.

Cancellations

In the event of exhibition cancellation due to fire, strikes, government regulations or other causes beyond the ASBMR's control, the ASBMR shall not be held liable for failure to hold the ASBMR 31st Annual Meeting as scheduled and ASBMR shall determine the amount of the exhibit fees to be refunded, if any.

Contractor Service

Official Contractors: ASBMR designates Official Show Contractors to provide various services to the Exhibitor. Such contractors provide all show services other than supervision. The Exhibitors shall provide only the material and equipment that they own and that are to be used in the exhibit space. All other items used in the booth must be procured only through Official Show Contractors.

Labor: Full-time employees of an exhibiting firm may install and dismantle their own and respective company displays based on the following guidelines. Any outside or additional labor required for installation, dismantling, or decorating is to be performed by the Official Show Contractor under the guidelines established by the International Association for Exposition Management. Exhibitors, show organizers and other clients may handle their own materials that can be carried by hand by one person. Exhibitors may not bring or use carts, pallet jacks or other material handling equipment that would interfere with the operations of the Official Show Contractor. All materials, other than exhibitor handled materials as described above, are chargeable as material handling and will be handled through the

Official Show Contractor. There are no storage facilities available for materials handled by exhibitors.

Exhibitor-Appointed Contractor (EAC) is any company other than the designated Official Show Contractors listed in the Service Order Kit, who provides a service (display installation and tear down, models, florists, photographers, audiovisual, etc.) and needs access to the exhibit at any time during the installation, show dates or dismantling.

Exceptions to using the Official Show Contractors will be granted only if such exception does not interfere with or prejudice the orderly installation, interim services, or dismantling of the exhibit. No exception will be granted if it is inconsistent with the commitments made and obligations assumed by the ASBMR in any contract with service contractors or in its agreements and lease with the exposition facility. For services such as electrical, plumbing, telephone, data lines, cleaning, food and beverage, water/drain, compressed air and drayage, no exception will be made and the Official Show Contractor designated by the ASBMR must be used.

Should the Exhibitor utilize an EAC for any service, the Exhibitor agrees to indemnify and hold harmless the ASBMR, the official service decorator and the exhibit facility from any act or situation which would cause the ASBMR, the official service decorator, and the facility to become liable or suffer losses, damages, injuries, claims, demands and expenses, including legal expenses, due to the presence or actions of the non-Official Show Contractor.

The Exhibitor further agrees to obtain an original certificate of insurance from his or her EAC with the limits and terms as shown in item B below. Exhibiting companies, their designated agents and/or EAC must confine their activity to their assigned space. Exhibit facility corridors, hallways, loading docks and marshaling areas are not to be used for any other purpose other than ingress and egress.

ASBMR will consider exceptions to the use of ASBMR Official Show Contractors only when the Exhibitor has completed the following steps by August 7, 2009:

(A) The exhibiting company has notified the ASBMR in writing of the name, address and contact name of those independent service companies by submitting a letter on the Exhibitor's company letterhead for each company being used. Please note: Notification must include an original signature and be from the exhibiting company.

(B) The Exhibitor employing an EAC has provided proof in the form of Certificates of Insurance to the ASBMR of sufficient insurance to cover the activities of said EAC. (See item C below.)

(C) As stated above, Certificates of Insurance for an EAC are the responsibility of the exhibiting company and must include workers compensation/ employers liability — \$1,000,000; comprehensive general liability insurance — \$1,000,000. The workers compensation and employers liability insurance must provide a minimum limit of \$1,000,000 and meet the requirements of the City of Denver and the State of Colorado.

(D) All employees, representatives and/or agents representing the Exhibitor must be fully identified by an official ASBMR convention badge. All EACs must furnish ASBMR with a list of full-time employees of their firm who will be working during installation, show dates, and/or dismantling.

Failure to meet any one of the above steps could jeopardize the ability of the EAC to obtain proper authorization for installation servicing or the dismantling of exhibits.

Amendments

ASBMR shall have sole authority to interpret and enforce all rules and regulations contained herein, to make any amendments thereto and to make such further rules and regulations as shall be deemed necessary in order for the ASBMR 31st Annual Meeting to operate smoothly.

Hotel Accommodations

All sleeping room reservations must be made using the ASBMR Housing Bureau. **It is a violation of the ASBMR exhibiting contract to make reservations outside of the official ASBMR hotel block without written permission from the ASBMR.** The ASBMR has set aside rooms for group blocks for 15 or more reservations in order to facilitate keeping groups housed together. Hotel reservation forms, procedures, maps, rates and hotel descriptions will be provided with exhibit confirmations. All hotels will require a guarantee or a deposit.

ANCILLARY MEETINGS/HOSPITALITY SUITES/CLOSED RESEARCH UPDATE MEETINGS

All hospitality-suite reservations must be approved by the ASBMR. All meeting room/function space requests must be submitted in writing to the ASBMR, using the ASBMR Ancillary Meeting/Event Request Form. Such requests must have the ASBMR Executive Director's approval before space will be assigned. All rooms need be secured through the ASBMR, not hotel staff. The ASBMR Ancillary Meeting/Event Request Form will be included in the Exhibitor Service Kit.

Industry-Supported Closed Meetings, Research Updates, or Investigator Meetings held in conjunction with the ASBMR Annual Meeting must be pre-approved by the ASBMR. Whether or not a meeting space is needed, a fee for holding these events is required. Closed, Research, or Investigator Meetings with attendance more than 100 are considered Industry-Supported Symposia or non-CME Promotional Events. Please see the ASBMR Invitation to Support, Exhibit, Advertise brochure for more details.

Entertainment, meetings and/or similar activities will not be permitted in hotel suites, meeting rooms and/or other facilities during hours that conflict with ASBMR-sponsored events. Sponsorship of unapproved hotel suites/meeting functions will jeopardize a company's participation in future ASBMR meetings. The deadline for requesting hotel suites, meeting rooms and function space is Thursday, July 16, 2009. Please contact ASBMR Convention Services for more information at Tel: (202) 367-1138 or Fax: (202) 367-2172.