



EXHIBITOR TERMS AND CONDITIONS

Available Tradeshow Hours: All exhibitors must commit to having their exhibits displayed and staffed during the posted exhibit hours. Setting-up late or tearing-down early will result in a penalty of \$500.

MAIN SET UP:

WEDNESDAY, FEBRUARY 8TH, 2023

THURSDAY FEBRUARY 9TH, 2023

LATE MOVE IN – MUST BE SETUP BY 9:00AM

THURSDAY FEBRUARY 9TH, 2023 – EXHIBIT FOYER HOURS 9:30 AM – 6:30 PM

9:30am – 10:00am BREAK

11:30am – 12pm BREAK

12:45pm – 1:15pm BREAK

3:00pm – 3:30pm BREAK

5:30pm – 6:30pm WELCOME RECEPTION

FRIDAY FEBRUARY 10TH, 2023 – 10:00 AM – 6:30 PM

10:30am – 10:45am BREAK

11:30am- 12pm BREAK

12:45pm-1:15pm BREAK

2:45pm – 3:00pm BREAK

5:30pm – 6:30pm NETWORKING RECEPTION

FRIDAY FEBRUARY 10TH, 2023 - EXHIBITOR MOVE OUT 6:30 PM – 9:00 PM

EXHIBITORS MAY NOT BEGIN BREAKDOWN UNTIL 6:30 PM

EXHIBIT HALL HOURS SUBJECT TO CHANGE

Space Assignment: Space will be assigned according to the order in which applications and full payments are received. No space can be assigned without full payment. MOPD reserves the right to rearrange the floor plan where necessary to facilitate a successful traffic flow. It also reserves the right to reject, at its discretion, any application to exhibit. Every reasonable effort will be made to separate direct competitors. Exhibitors are confined to the areas designated by MOPD.

Cancellation: All cancellations must be made in writing. Exhibitors canceling 90 days or less prior to the start of the event will be charged a cancellation fee equal to 100% of the total contract charge. This amount includes any unpaid balance. Exhibitors canceling more than 90 days prior to the start of the event will be charged a cancellation fee equal to 50% of the total contract charge. This amount also includes any unpaid balance.

Exhibit Rules: The rights and privileges of an exhibitor shall not be infringed upon by any other exhibitor. Exhibitor is responsible for damage to property. No signs or other articles shall be posted, nailed, or otherwise attached to any of the pillars, walls, doors, etc. in such manner as to deface or destroy them. No attachments shall be made to the floors by nails, screws or any other device. MOPD reserves the right to restrict exhibits that may be objectionable, or to order the removal of any portion of an exhibit which in the judgment of MOPD is detrimental to or detracts from the general order of the exhibits. This applies to persons advertising, soliciting or anything of a similar nature.

Display Requirements and Restrictions: MOPD retains the right to deny the exhibition of inappropriate items and products. Please contact MOPD with any questions. Drugs, chemicals or other therapeutic agents listed in *AMA's New and Non-Official Remedies, National Formulary or U.S. Pharmacopeia*, may be displayed. Proprietary drugs mixtures and special formulas may be displayed if documentary evidence of their acceptance by ethical medical organizations is on file with the MOPD. New, unlisted, and/or initial display items must be submitted for clearance prior to opening of the convention. Clinical and laboratory tests and evaluation on such items must be submitted at least two months prior to the event. The same restrictions apply to books, advertisements in medical journals or other publications on display, and to all promotional literature.

Unauthorized Canvassing and Distribution of Advertising Matter: Solicitation of business or conferences in the interest of business except by exhibiting firms is prohibited. Exhibitors are urged to report to MOPD any violations of this rule. Canvassing by exhibitors outside of their assigned exhibit spaces is also forbidden. Circulars or advertising matter of any description shall not be distributed except from the exhibitor's assigned space or by specific permission by MOPD.

Exhibits with Electrical Requirements: Machines and apparatus operated by electricity must not cause a distraction or interrupt other exhibitors. Electrical arrangements must be made through MOPD and/the event venue.

Modesty and Live Demonstration: The use of models, biological tissues, or animals is strictly forbidden.

Subletting of Space: No subletting of space will be permitted. Only one company may exhibit per assigned exhibit space.

Liability: The event venue will take all reasonable precautions against damage or loss by fire, water, storm, theft, strike or any other emergencies but does not guarantee or insure the exhibitor against loss by reason thereof. MOPD will not guarantee Exhibitors against loss of any kind. Reasonable care should be exercised by the Exhibitor to protect all exhibits. Exhibitors are urged to secure valuables nightly or take them with them when they leave the room for the day. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, and defend MOPD, Tarsus Cardio Inc., the affiliates, officers, directors, agents, employees and partners of each, ("Indemnified Parties") harmless against all claims, losses and damages, including negligence, to persons or property, governmental charges or fines and attorney's fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibit premises or a part thereof.

In addition, Exhibitor acknowledges that the Indemnified Parties do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption, property damage and comprehensive general liability insurance. Exhibitors are urged to take out a portal-to-portal rider available at a nominal cost on their own insurance policy, protecting them against lost through theft, fire damage, etc.

Force Majeure

The Exhibitor or Sponsors shall have no claim against the Organizers for loss, damages or compensation arising from the prevention, postponement or abandonment of the Exhibition for reasons beyond the Organizers' control ("force majeure"). Events of force majeure shall include but shall not be limited to war, terrorist action, national emergency, civil unrest, labour disputes, SARS or Coronavirus (Covid-19) or other epidemic, act of government or other government agency, closure or cessation of airline services, or a building becoming unavailable as a result of fire, storm, tempest, lightning or other Act of God. If, in the opinion of the Organizers, by rearrangement or postponement of the period of the Exhibition, or by substitution of another venue, hall or building, or by any other reasonable means, the Exhibition can be carried through, the contracts for space shall remain binding upon the parties, except as to the size and position, as to which any modification, substitution, or rearrangement shall be determined by the Organizers in their sole discretion.