



## PROSPECTUS

# ANNUAL TOBIORTHOBIOLOGIC SYMPOSIUM

**Elevate Your Practice: Learn from the Experts** 

**JUNE 8-10** 



TOBI CADAVER LAB: June 8

LAB VENUE: OQUENDO, LAS VEGAS

TOBI SYMPOSIUM: June 9-10

WYNN, LAS VEGAS

## Join Us at the 14th Annual TOBI Orthobiologic Symposium in collaboration with ASIPP®

THE SCHEDULE OF EVENTS WILL GIVE YOU QUALITY EXPOSURE TO ATTENDEES. THERE WILL BE ENOUGH ONE-ON-ONE TIME TO MEET YOUR NEEDS WHILE GIVING YOU OPPORTUNITIES TO TAKE CARE OF OTHER BUSINESS WHEN ATTENDEES ARE EARNING CMES.

The Orthobiologic Institute (TOBI) was founded to share best practices in biologics research and orthopedic applications. Now in collaboration with ASIPP, the 14th annual 2023 TOBI conference will offer a high-quality, standardized approach to biologic treatments in order to advance the field.

For 14 years, global field leaders have shared expertise and supported physicians to deliver biologics at the highest standards practicing evidence-based medicine. Physicians have built community with shared cases, protocols, results, and dialogue. This June, physicians, researchers, educators, industry, and military will once again collaborate to promote best practices and make training and data accessible and affordable when we meet in person.

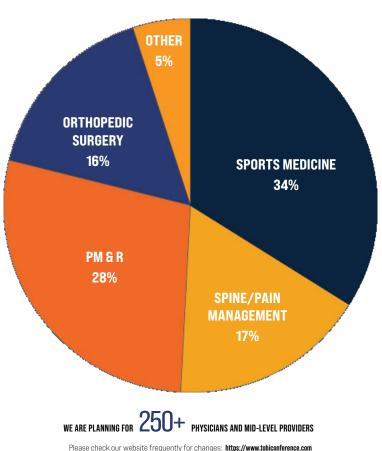
Our 14th year will offer a more intimate and exclusive event with unmatched educational and collaborative opportunities and the ability to become a part of TOBI and ASIPP Networks.

We can't wait to welcome you in person at the beautiful Wynn, Las Vegas this coming June!

WE SINCERELY HOPE THAT YOU CONSIDER EXHIBITING AT THE 14™ ANNUAL TOBI ORTHOBIOLOGIC SYMPOSIUM.

## CONTENTS **Important Dates & Deadlines** 3 **Booth Information** 4 **Contact Information** 4 **Meeting Sponsorship Levels** 6 **Sponsorship Opportunities** 6-7 **Exhibitor Hall Floor Plan** 8 **Sponsor Support Form** g 10 **Exhibitor Application** 14th Annual TOBI Orthobiologic Symposium **Exhibit Information, Rules and Regulations** 11

## ATTENDEE PROFILE



Prospectus is subject to change at the discretion of the planning committee

## **IMPORTANT DATES**

Exhibit Dates & Times
\*TIMES ARE SUBJECT TO CHANGE\*

The scheduled events will give you quality exposure to attendees. There will be enough one-on-one time to meet your needs while giving you opportunities to take care of other business.

EXHIBITOR INFORMATION  * All times subject to change				
	THURSDAY, JUNE 8	FRIDAY, JUNE 9	SATURDAY, JUNE 10	
Booth Set-up	12:00 pm – 8:00 pm			
Registration	4:00 pm - 7:00 pm	7:00 am - 5:00 pm	7:00 am - 4:00 pm	
Breakfast/Product Theaters in Exhibit Hall			7:00 am - 8:00 am	
Exhibit Hall Hours*		9:00 am - 11:30 am 2:00 pm - 6:30 pm	7:00 am - 12:00 pm 2:00 pm - 4:00 pm	
Break with Exhibitors		10:45 am - 11:15 am 3:30 pm - 4:00 pm	9:30 am - 10:00 am 3:00 pm - 3:30 pm	
Networking Reception in Exhibit Hall		6:00 pm - 7:30 pm		

## **FEES & POLICIES**

## **SERVICE FEES**

All credit card payments and refunds will incur a 3.5% processing fee.

Refunds by all payment methods will incur a 3.5% processing fee.

April 16 – 30 (50% refund allowed less a 3.5% processing fee); May 1 - May 8 (20% refund allowed less a 3.5% processing fee).

No refunds will be issued for credit card, ACH, or check payments after May 8.

## **CANCELLATION POLICY**

Cancellations will be subject to service fees as outlined in the Service Fees section. All approved refunds will be issued after the conclusion of the meeting. No refunds will be issued for requests made after May 8. All fees are due to ASIPP no later than 30 days prior to beginning of meeting or within 48 hours of receiving contract if submitted after May 8. Exhibitors will not be allowed to set up booth spaces if fees are not paid in full prior to May 8. Payment by invoice will not be allowed for contracts received after May 8.

## KEY DEADLINES

## April 15, 2023

 Prime booth locations reserved for meeting sponsors will be released for general selection...

## April 15, 2023

 Booth Assignments Exhibitor Deadlines and Deliverables are emailed.

## April 15, 2023

 Final deadline to cancel and pay a 3.5% processing fee. See fees section for additional refund policies.

## April 30, 2023

- Final deadline to cancel and receive 50% refund less a 3.5% administrative fee.
- Deadline for receipt of JPG color logo and 50-word company description. Additional company information may be requested

## May 8, 2023

- Final date to cancel and receive a 20% refund less a 3.5% processing fee. No refunds will be given for cancellations after this date.
- Deadline for Exhibitor Application and full booth payment to ASIPP®for space assignment.
- Deadline for exhibitor staff registrations

## May 17, 2023

- Last day for group rate room discount.
- Authorized pre-registration list e-mailed to exhibitors.

## **SPACE ASSIGNMENT**

Space will be assigned according to the date on which the exhibitor/sponsor application and payment are received, availability of requested space, special needs, and compatibility of exhibitors' products.

## **SPACE FEES**

EXHIBIT SPACE	SIZE	FEES	
Basic Exhibitor Booth	10' x 10'*	\$5,000	
Basic Exhibitor Corner Booth	10' x 10'*	\$5,500	
Business Essentials Corner Booth	10' x 20'*	\$10,500	
Industry Hub Island Booth	20' x 20'*	\$25,000	
Industry Hub Booth (limited availability)	20' x 20' Island	\$25,000	

## **EXHIBITION CONTACTS**

## **TOBI Meeting and Sponsorship Coordinator**

81 Lakeview Drive, Paducah, KY 42001

Phone: (270) 554-9412 Fax: (270) 554-8373

## **General Meeting Information:**

E-mail: kavery@asipp.org

## **Exhibitor/Sponsor Contact:**

Karen Avery kavery@asipp.org [270] 554-9412 x 4210

## NOTE:

TOBI Board of Directors must approve all new exhibiting companies. To find out if your company is on this approved vendor list or to be considered for addition to TOBI's list of approved exhibitors, submit a written request to the contact points listed above.

The request must include a description of the company, products or services to be displayed and company contact information. Product brochures, website address, and supplemental information should be included. TOBI will notify you with your approval status within approximately one week of receipt of your request.

Approval is not considered a commitment to exhibit. Your company would be responsible for completing the exhibitor application.

## **EACH EXHIBIT BOOTH INCLUDES:**

- · One (1) 6 ft table
- · Two (2) chairs
- · Waste basket
- · Four (4) complimentary exhibit personnel badges
- · Recognition in printed program book
- · 15 hours of exhibition time
- · Access to the online course syllabus
- · Registration list (name, address, e-mail as authorized by registrants)

\* Other services such as carpet, equipment rental, internet, electrical, miscellaneous services, and janitorial services may incur additional charges.

## **OFFICIAL HOUSING**



June 8. 2023 - June 10. 2023

TOBI has secured a limited number of rooms at the following hotel. Room block with discounted rates ends after May 17, 2023 at 5:00pm PST.

Rates may be offered as availability allows to attendees three days prior to and three days following official room block dates.

3131 Las Vegas Blvd., Las Vegas, NV 89109

Phone: (702) 770-7000

## **ROOM BLOCK GROUP RATES:**

Single Occupancy Queen/King - \$219-\$249 per night
Tower Guestroom - \$309 per night
One Bedroom Parlor Suite - \$800 per night
One Bedroom Salon Suite - \$900 per night
Double Occupancy Charge \$30
Each Guest over Double Occupancy Charge - \$50

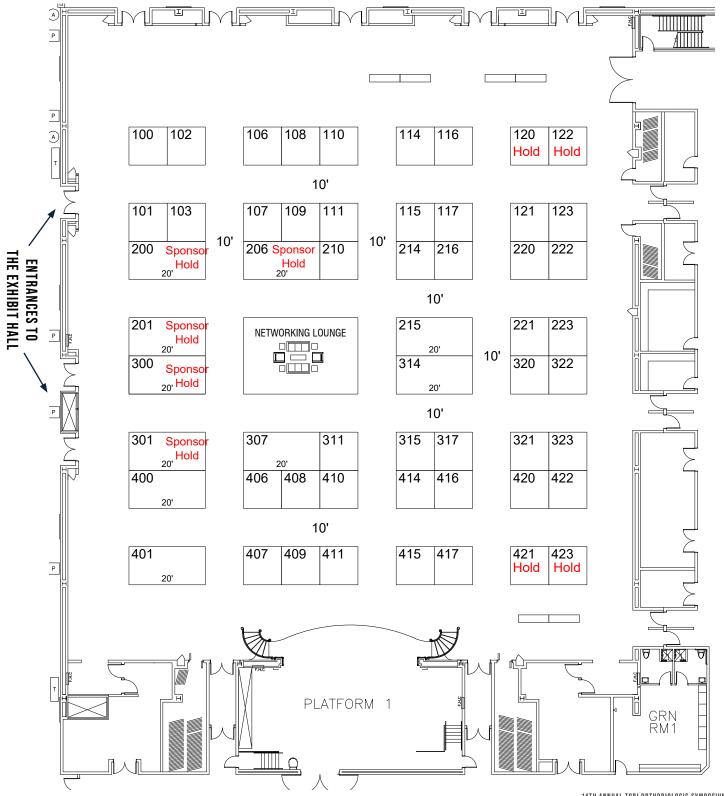
Phone Reservations: (702) 770-7000 When calling, reference group name: Annual TOBI Orthobiologic Symposium

Reserve your room online by clicking this link: https://book.passkey.com/gt/219088959?gtid=db773550747abc8702b397f9f4ad48aa

If you need to cancel reservations within two weeks of scheduled arrival, contact <u>Karen Avery</u> to see if room could be used by attendees who still need hotel accommodations. This is not a guarantee of transfer but we ask this as a courtesy to attendees who may still need a hotel room.

## **EXHIBITOR FLOOR PLAN**

14TH ANNUAL TOBI ORTHOBIOLOGIC SYMPOSIUM | JUNE 8-10, 2023 | WYNN LAS VEGAS



## **MEETING SPONSOR LEVELS**

## **GOLD LEVEL**

## \$25,000

- (1) 10x20 booth in a prominent location on the show floor\*
- · Ten (10) representative badges\*\*
- Opportunity to host a non-CME lunch symposium (Thursday, Friday, and Saturday) or equivalent. Food, beverage, and A/V costs are additional
- · Customized, dedicated e-mail to all prospects and attendees
- Logo and link included in pre-event and post-event email(s) to 30,000+ TOBI contacts
- · Inclusion in social media campaign with dedicated posts
- · Conference bag insert
- GOLD level recognition in TOBI e-communications, final program, signage, and website (200 words plus logo)

## SILVER LEVEL

## \$15,000

- (1) 10x20 booth in a prominent location on the show floor\*
- · Six (6) representative badges\*\*
- Opportunity to host a non-CME breakfast symposium (Thursday, Friday, and Saturday) or equivalent. Food, beverage, and A/V costs are additional
- · Customized, dedicated e-mail to all prospects and attendees
- Logo and link included in pre-event and post-event email(s) to 30,000+ TOBI contacts
- · Inclusion in social media campaign with dedicated posts
- · Conference bag insert
- SILVER level recognition in TOBI e-communications, final program, signage, and website (150 words plus logo)

## **BRONZE LEVEL** \$8,000

- (1) 10x10 booth in a prominent location on the show floor\*
- · Five (5) representative badges\*\*
- Logo and link included in pre-event and post-event email(s) to 30,000+ TOBI contacts
- · Conference bag insert
- BRONZE level recognition in TOBI e-communications, final program, signage, and website (100 words plus logo)

## **BASIC EXHIBITOR**

\$5.000 - \$15.500

- (1) 10x10 booth (inline booth at \$5,000 level) or \$5,500 10'x10" Corner Booth, or \$15,500 Business Essentials 10'x20' Corner Booth.
- Four (4) representative badges for 10'x10's. (Business Essentials 10'x20' Booth receives 5 badges)
- Exhibitor acknowledgement in TOBI e-communications, final program, signage, and website (75 words plus logo

## **INDUSTRY HUB**

## \$25,000

- · (1) 20x20 Island booth
- · Five (5) representative badges
- Exhibitor acknowledgement in TOBI e-communications, final program, signage, and website (75 words plus logo)

## **SPEAKING OPPORTUNITIES**

Non-CME Breakfast Symposium | \$7,500

60-minute opportunity to present your topic to attendees; includes pre-event e-mails to registrants requesting RSVP; Food, beverage and A/V are not included. Subject to availability.

• Non-CME Lunch Symposium | \$15,000

60-minute opportunity to present your topic to attendees; includes pre-event e-mails to registrants requesting RSVP; Food, beverage and A/V are not included. Subject to availability.

• Non-CME Product Theater | \$5,000

30-minute speaking opportunity either Friday afternoon or Saturday on the

Exhibit Hall stage; A/V not included.

## **MARKETING EXTRAS**

	Conference bag sponsor	\$10,000
	Networking reception sponsor	\$20,000
	Lanyard sponsor	\$7,500
	Recharge Lounge in Exhibit Hall	\$5,000
•	Hotel Room Key Folders or Key Card sponsor	\$3,000
	(plus hotel costs)	
•	Pocket Guide sponsor	\$3,000
	(recognition and logo on guide)	
•	E-mail to All Attendees	\$3,000
•	Conference Bag Insert	\$2,000
•	Exhibitor Passport sponsor	\$750
	(Recome a required stop for all attendees) Prize Drawing at Close of	of Conference)

<sup>\*</sup>all booths include 6' table and 2 chairs

<sup>\*\*</sup>additional represtative badges are \$700

## TOBI The Orthobiologic Institute **SPONSOR SUPPORT FORM**

14TH ANNUAL TOBI ORTHOBIOLOGIC SYMPOSIUM

WYNN LAS VEGAS | IUNE 8-10 2023

SPONSOR LEVELS		ETCETERA	
□ Gold Level	\$25,000	☐ Conference Bag sponsor	\$10,000
□ Silver Level	\$15,000	-	\$20,000
□ Bronze Level	\$8,000	☐ Lanyard sponsor	\$7,500
□ Basic Level	\$5,000	☐ Recharge Lounge in Exhibit Hall	\$5,000
		☐ Hotel Room Key Folders or Key Car	d sponsor <i>(plus hotel costs)</i> \$3,000
ENGAGEMENT		☐ Pocket Guide sponsor (recognition	and logo on guide)\$3,000
□ Non-CME Breakfast Symposium		☐ Broadcast E-mail to All Attendees .	\$3,000
□ Non-CME Lunch Symposium		☐ Conference Bag insert	\$2,000
(Subject to availability   Food, beverage, and A/		☐ Exhibitor Passport sponsor	\$750
□ Non-CME Product Theater	\$5,000		
(Exhibit Hall Stage   A/V not included)			
COMPANY CONTACT			
ADDRESS			
CITY, STATE, ZIP			
PHONE/FAX	E-MAIL		
Submit this form to reserve your sponsorship opportuship opportunity will be released and made available a Drive, Paducah, KY 42001	unity. Full payment must be received with 30 days of again. Completed forms with credit card payment c	request. If payment is not received within 30 d an be faxed to 270.554.5394 or e-mailed to kav	ays or no later than two weeks prior to meeting, the sponsor- ery@asipp.org. If paying by check, mail form to: 81 Lakeview
METHOD OF PAYMENT			
☐ CHECK (made payable to ASIPP)	☐ CREDIT CARD:	MCVisa	AmExpress (3.5% Fee applies to CCs)
Card Number		Expiration Date	Security Code
Signature		Name on Card (print)	
Zip Code for Credit Card		E-mail for Receipt	

## **EXHIBITOR APPLICATION**

## 14TH ANNUAL TOBI ORTHOBIOLOGIC SYMPOSIUM

WYNN LAS VEGAS | JUNE 8-10, 2023

All exhibitors/companies must be approved for application to be considered (see page 9 for acceptance policy). Payment must accompany all applications. Completed forms with credit card payment can be faxed to (270) 554-5394 or e-mailed to kavery@asipp.org.

To pay by credit card g	<u>click here</u> . If paying by check, make payable <sup>;</sup> ?)	to ASIPP and mail form to: 8	Company/Product Description
Company Name			Please select a company description from below:
			Goriffuter Hardware/ Software
			☐ Marketing/Communications
Address			
City, State, ZIP			☐ Medical Equipment☐ ☐ Rehab
Phone Fax	E-mail		
Booth preferences are granted first based on level of s Gold, Silver, and Bronze sponsors receive complimenta	pice 3rd choice 4th choice sponsorship, and second based on date signed application try booth. See sponsor application page for booth sizes re		Pharmaceuticals Practice Management Publisher Research Products/Supplies Other (please specify)
We prefer not to be placed next to or across fro (Completion of this portion is critical as TOBI & ASIPP®			(рісаво бросії у ј
Representative Names (Title) and E-Mails:			
1	3		
2	4		
Additional Booth Representatives (Names, Titles	& E-mails below)		x \$700
1	3		
2	4		
			Fees Subtotal: \$
			3.5% Credit Card Fee: \$
Method of Payment			Total: \$
•	☐ Credit Card:MC Visa AmExpress		
Card Number	Expiration Date	Security Code	
Signature	Name on Card (print)		
Zip Code for Credit Card	Email for Receipt (print)		
<b>Agreement</b> Signature and submission of this application is considered a application shall be the sole contact between ASIPP® and application shall be the sole contact between ASIPP and application shall be the sole contact be the sole contact be the sole contact be the sole contact between ASIPP and application shall be the sole contact be the sole contact be the		ntatives to abide by the conditions out	dined in this prospectus including all rules and regulations. The signer of this
Company Contact Signature	P	rint Name	
Title	E	-Mail	
For office use only: Application Received:	Amt. of Payment:	Booth Assigned:	Ack. Sent:
ASIPP® Approval and Comments	· 	-	

## **EXHIBITOR RULES AND REGULATIONS**

All exhibitors must adhere to the following rules and regulations and other rules and regulations that may be promulgated by TOBI and the American Society of Interventional Pain Physicians (ASIPP®), all of which are incorporated by reference as part of all exhibit space rental agreements.

## 1. Interpretation of Rules

TOBI and ASIPP® shall have full power in the interpretation and enforcement of rules and regulations governing exhibitors. Issues and questions not covered by the regulations shall be subject to the final judgment and decision of TOBI and ASIPP®. TOBI and ASIPP® may amend these rules and regulations at any time, and the amendments so made shall be binding upon the exhibitor equally with these rules and regulations, and shall become a part thereof, providing the exhibitor is notified of the amendments.

## 2. Purpose of Exhibits

The purpose of the exhibits is to complement the professional meetings and clinical sessions by enabling registrants to evaluate the latest developments in equipment, supplies, and services that are relevant to patient care. TOBI and ASIPP® does not in any manner endorse any of the products or services related to the exhibits that have been accepted for display and sale during the meeting.

## 3. Installation

All exhibits must be erected by the given time within the general information portion of the prospectus. No trunks, cases or other packaging materials are to be left in the exhibit area after installation of the booth, nor may such materials be brought into the exhibit hall during open exhibit hours.

## 4. Exhibit Hours and Hall Access

TOBI and ASIPP® requires all exhibits to remain open, with at least one representative in the booth, during the specified exhibit hours. Hours are subject to change.

Exhibitor personnel will be permitted on the exhibit floor one hour prior to the opening and may remain one-half hour after the daily closing of the exhibit hall with the exception of when dismantling begins.

## 5. Sales and/or Solicitation of Orders

Sale of products and services is allowed only on the exhibit floor in accordance with TOBI and ASIPP® guidelines.

## 6. Eligibility to Exhibit

The exhibit is designed for the display, demonstration and sale of products and services relating to the practice and advancement of the art and science of interventional pain management and the professional education and support of the members of TOBI and ASIPP®. TOBI and ASIPP® reserves the right to determine the eligibility of all exhibit space applicants.

## 7. Space Assignments

Assignment of space will be based on firstcome, first served basis. Applications received without the necessary payment will be returned to the applicant.

## 8. Space Relocation

TOBI and ASIPP® reserves the right to relocate an exhibitor at any time. TOBI and ASIPP® reserves the right to change the exhibit floor plan if conflicts arise regarding space requests or conditions that are beyond the control of TOBI and ASIPP®.

## 9. Booth Payments & Fees

The total amount due must accompany the exhibit application/contract. The application will not be processed nor space assigned without the required payment.

TOBI and ASIPP® cannot provide discounts on exhibitor or sponsorship fees to companies that do not take advantage of all advertised benefits, nor will reductions of fees be available when benefits overlap between TOBI and ASIPP® corporate sponsorships and meeting sponsorships.

## 10. Cancellations or Reductions in Space

Cancellation of exhibit space must be made in writing on company letterhead. Refund amounts will follow the cancellation policy listed within the general information portion of the exhibiting prospectus. Canceling companies may not cede exhibition space to other companies; exhibit space is the property of TOBI and ASIPP®, is nontransferable and will be assigned according to the wait list. Refunds cannot be provided if the meeting is canceled due to circumstances beyond the association's control such as acts of God, labor disputes, acts of war, acts of terrorism, pandemics, government regulations that interrupt the ability to hold the meeting, and any event that interrupts the ability to travel to venue, etc.

## 11. Official Service Contractors

TOBI and ASIPP®'s official service contractor to provide all services to exhibitors other than supervision. These official contractors will provide all services to exhibitors. The necessary information will be provided in the Exhibitor Services Kit. Decorating, drayage, rigging, cleaning, catering, and electrical must be provided by the designated official contractors.

## 12. Exhibitor Appointed Contractors

Exhibitors who plan to use a service contractor other than the official service contractors must notify TOBI and ASIPP® in writing at that time of application with

the company name, address, telephone number, name of supervisor scheduled to be in attendance at the meeting and a statement that such contractor will comply with all rules and regulations of the show. Independent contractors must perform all services in a timely and professional manner, in accordance with the meeting's established deadlines, not engage in solicitation of business on the exhibit floor for present or future conventions, provide a Certificate of Insurance to TOBI and ASIPP® no later than the final application deadline outlined in the general show information and register all employees and temporary help at the exhibitor registration desk.

## 13. Booth Arrangement and Construction

All exhibits must be confined to the spatial limits of their respective booth(s) as indicated on the floor plan and all equipment, products or materials to be shown or demonstrated must be placed within the exhibitor's contracted exhibit space in order to ensure attendees viewing the exhibit will stand within the said space, not in the aisles. All tables used in the space must be skirted. No pins, tacks or adhesives of any kind may be attached to the facility including walls and columns. No nails or bracing wires used in erecting displays may be attached to the premises without the written consent of facility.

## 14. Fire Regulations

All displays or exhibited materials must be fireproof to conform to all applicable federal, State, and city fire safety regulations and laws.

## 15. Exhibitor Personnel

Registration of exhibitor personnel should be included in the application. In order for all registered personnel to receive the pre-printed name badges these applications should be presented by the listed deadline of applications within the general information material. Applications received after that with personnel listed will not receive a pre-printed badge. Exhibiting companies may register employees free of charge for each space reserved in the quantity listed on page 6. Additional registrants will be charged \$700 each. Exhibitors' badges are not to be issued to individuals who wish to gain admittance for the sole purpose of contacting other exhibitors.

## 16. Badge Distribution

Badges will be distributed on site from the registration desk. Representatives without a badge will not be admitted to the exhibit hall. Badges are non-transferable and must be worn in the exhibit area at all times. Should a

## **EXHIBITOR RULES AND REGULATIONS (Continued)**

registered Exhibitor Representative be unable to attend the meeting, the badge fee may be transferred to another person.

### 17. Admission to the General Sessions

Exhibitors may attend the General Sessions free of charge once all attending doctors have been seated. But at no time shall they receive CME/CEU credits without paid attendee registration.

## 18. Unauthorized Signage

Companies may not place signage in any area outside of their booth without written permission from TOBI and ASIPP®.

### 19. Unauthorized Events & Satellite Events

TOBI and ASIPP® reserves the right to approve all activities and planned events in conjuction with the meeting. Companies may not plan small or large events for attendees during hours that conflict with events on the agenda. Unapproved meetings conflicting with TOBI and ASIPP® educational activities jeopardize TOBI and ASIPP®'s accreditation status and are strictly prohibited and could result in expulsion or refused admittance. Any exhibitor wishing to hold meetings, social events, or a hospitality suite during the course of the meeting must receive permission in writing from TOBI and ASIPP®. Non-exhibiting companies are not permitted to plan events in conjuntion with the meeting.

## 20. Exhibitor Conduct

TOBI and ASIPP® reserves the right to expel or refuse admittance to any representative whose conduct is not in keeping with the character and/or spirit of the meeting. TOBI and ASIPP® may require that an exhibit be curtailed if it does not meet the standards set forth herein.

Exhibit personnel may not enter other exhibitors' booths without obtaining permission. Lingering in the aisles surrounding other exhibitors' booth for the purpose of obtaining product information or distracting attendees is strictly prohibited. Switching exhibit space during setup is grounds for immediate dismissal from the offending company.

No smoking is permitted within the exhibit hall at any time including installation, exhibit hours and dismantling.

## 21. Use of the TOBI and ASIPP® Logos

The TOBI and ASIPP® logos, and those logos designated as TOBI and ASIPP® service logos, cannot be used without the express written permission of TOBI and ASIPP®.

## 22. Photography and Videotaping

The taking of photographs and videos during the TOBI and ASIPP® Orthobiologic Symposium, other than by the official photographer, is expressly prohibited.

### 23. Handouts, Contests, Raffles, Etc.

Distribution of all giveaways except the exhibitor's own products and literature must be approved in writing by TOBI and ASIPP® prior to the meeting. Contests and raffles are permitted with prior approval from TOBI and ASIPP®. Requests must be submitted by the final application deadline. The rules must be posted at the booth and include: eligibility, date and time of drawing, the words "no purchase necessary to enter", and how winners will be notified.

### 24. Security

TOBI and ASIPP® will not provide security service in the exhibit hall. Neither TOBI and ASIPP® nor the meeting facility will be held responsible for any loss or damage to the exhibitor's property.

## 25. Insurance and Liability

Exhibitors shall be fully responsible for any claims, liabilities, losses, damages or expenses of whatever kind and nature relating to or arising from an injury to any person, or 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 the exhibitor's participation in the exhibition. Exhibitors shall protect, indemnify, hold harmless and defend TOBI and ASIPP®, its officers, directors, agents, members and employees against all such claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and cost of litigation, provided that the foregoing shall not apply to injury, loss, or damage caused by or resulting from the negligence of TOBI and ASIPP®, its officers, directors, agents or employees.

Exhibitors should maintain general public liability insurance against claims of personal injury, death, or property damage incident to, arising out of, or in any way connected with their participation in the exhibition, in the amount of not less than one million dollars (\$1,000,000) for personal injury, death or property damage in any one occurrence. Such insurance should include coverage of the indemnification obligations of exhibitors under the policy and procedures and should cover TOBI and ASIPP® as an additionally named insured. Each exhibit company is responsible for obtaining, for its protection and at its expense, such property insurance for its exhibit and display materials as the exhibitor deems appropriate. Any

policy providing such property insurance must contain an express waiver by the exhibitor's insurance company of any right of subrogation as to any claims against TOBI and ASIPP®, its officers, directors, agents, members or employees. The exhibitor further waives any claim against TOBI and ASIPP® and its agents, employees, representatives, successors, and assigns, arising out of the oral or written publication of any statement made in connection with the meeting by anyone not an employee of TOBI and ASIPP® concerning the exhibitor or their exhibit.

### 26. Wait List

In the event that TOBI and ASIPP® runs out of available for sale exhibition space, a wait list will be formed. The wait list will be operated on a first-come, first-served basis (based on time/date receipt of application and full payment) regardless of size requested, contributions or relationships to other companies. As exhibit space becomes available, companies will be assigned to the space regardless of location requests. If the location of the space is unacceptable, the company will be taken off the wait list and a refund will be issued based on policy.

Companies canceling may not cede exhibition space to other companies; exhibit space is the property of TOBI and ASIPP® is non-transferable and will be assigned according to the wait list. In all cases, the decision of TOBI and ASIPP® shall be final and binding on all parties.

## 27. Violations

Any violation of the Rules and Regulations shall subject the exhibiting company to removal from the show floor and one year suspension of exhibiting privileges.