EXHIBITOR REGULATIONS

1. SPONSOR - The word “Sponsor” means the American Academy of Periodontology (AAP) acting through its respective officers, trustees, directors, members, committees, contractors, agents, or employees acting for it in the management of the Exhibition.

2. EXHIBITION DATES AND HOURS - The Exhibit Hall will be open to attendees during designated hours on November 3–5, 2019. No Exhibitor, nor any employee, agent, or servant of an Exhibitor, shall be permitted to enter the Exhibition Hall until 90 minutes before the official opening hour, nor allowed to remain later than 90 minutes after the official closing hour, except on the last day of the Exhibition.

3. EXHIBITION STANDARDS - The AAP welcomes Exhibitors at the American Academy of Periodontology 2019 Annual Meeting, as exhibits constitute an important means of keeping members informed of new and improved products and services for the provision of periodontal care. Exhibits and promotional materials should be dignified, truthful and not misleading, and designed to provide useful and reliable information. Participating firms will be limited to those which have periodontal/ dental directed products, equipment, or services, except that consumer items may be accepted for display where the Sponsor considers it necessary for individuals to know of their availability and labeling in connection with education of the public. The exhibition of a product or service at the AAP Annual Meeting does not constitute an AAP endorsement of the product or service, or of the claims made.

4. PERMISSIBLE EXHIBITS/PRODUCT AND MATERIAL DISTRIBUTION - All business activities of the Exhibitor at the 2019 AAP Annual Meeting must be within the Exhibitor’s allotted exhibit space. Product samples in Exhibitor’s booth(s) must be distributed at least two feet inside of the booth. The serving of alcohol at any booth that is permitted is prohibited except during the AAP Networking Reception. The use of propane, butane or other combustible bottled gas is prohibited. Helium balloons are prohibited, unless permission is granted by facility.

At any time or times before or during the Exhibition, the Exhibitor must promptly furnish the Sponsor with sample products, packages, labels, advertising and promotional literature that would be or is being distributed before Exhibitor will be eligible to participate or continue in the Exhibit Hall. The Sponsor reserves the sole and absolute right to determine which firms and products are appropriate in its judgment for inclusion in the Exhibit Hall and to refuse, cancel or restrict any applicant or exhibit which the Sponsor considers undesirable for any reason. This provision applies to Exhibitor’s conduct, articles, printed matter, samples, questionnaires or any other actions or items that the Sponsor deems objectionable. If the Sponsor decides that any of the above do not meet its standards or is not suitable, the Exhibitor must: at once comply with the Sponsor’s request and withdraw from the Exhibition. If appropriate, the Exhibitor may be eligible to be reimbursed for the rental fee paid, prorated for unused time.

5. SPACE ASSIGNMENT - The AAP uses a priority system for assigning booth space, as outlined under “Booth Assignment Procedures and Deposits.” The first round of booths will be assigned under the priority point system on Monday, October 29, 2018, and Tuesday, October 30, 2018, while in Vancouver. All other space is reserved on a first-come, first-served basis. A $1,000 (per 100 square feet of space) deposit is required with all contracts at time of submission. The balance is due by May 3, 2019. All contracts submitted after May 3, 2019 must include full payment.

Telephone requests for specific space must be followed with a completed contract and required deposit or full payment within five working days of the request. Otherwise, space will be offered to another Exhibitor and/or not held.

6. RATES, DEPOSITS, CANCELLATION, REFUNDS - Booth space rates will be charged at $38.00 per square foot with a $250 charge for each corner assigned. A deposit of $1,000 per 10' x 10' (100 square feet) of space is required when the application/contract is submitted. The balance is due by May 3, 2019.

All cancellations or reductions must be made in writing. Booths cancelled or reduced by January 2, 2019, are subject to a $250 cancellation fee.

Cancellations received between January 3, 2019 and May 3, 2019, are eligible to receive a 50 percent refund of the total booth rental fee. Cancellations/reductions after May 3, 2019, are not eligible to receive a refund.

All cancellation fees are payable immediately upon cancellation. These cancellation fees terms will apply regardless of the execution date of the application.

7. SPACE REASSIGNMENT - All or any part of the designated space is subject to reassignment and rearrangement at the sole discretion of the Sponsor for the purpose of consolidation of display space or for any reason. The Sponsor may also assign or reassign space to Exhibitor as required by the need of Exhibitor for water, drain, gas, electricity, air, steam, or other services and the availability, capacity and locations of these services. The judgment of the Sponsor with respect to such reassignment or rearrangement of space shall be final, although the total square footage occupied by Exhibitor, resulting therefrom, shall not be reduced substantially without the consent of Exhibitor. If space is so reduced or increased, the amount payable shall be appropriately adjusted.

8. SUBLETTING OF SPACE - No Exhibitor shall assign, sublet, or apportion the whole or any portion of space allotted to any other Exhibitor or person except to a parent, subsidiary, or affiliated corporation or business that also meets all the requirements set forth in these regulations. Exhibitor remains fully responsible and liable under its contract for all activities of any person to occupy or use its space.

9. LIABILITY - The Exhibitor agrees that neither the Sponsor, McCormick Place - Lakeside Center, SMG, Metropolitan Pier and Exposition Authority, its facilities, Chicago Park District, nor any of their officers, directors, members, agents, and employees, shall be held liable for any damage, loss, harm, or injury to the person or property of the Exhibitor or any of its officers, directors, agents, or employees, resulting from their, fire, water, accident, or any other cause. The Exhibitor shall indemnify, defend and hold harmless the Sponsor, McCormick Place - Lakeside Center, SMG, Metropolitan Pier and Exposition Authority, its facilities, Chicago Park District and their officers, directors, members, agents, and employees from and against any and all claims, demands, suits, liability, damages, losses, costs, attorney’s fees, and expenses of whatever kind or nature, which might result from or arise out of any action or failure to act on the part of the Exhibitor or any of its officers, directors, agents, contractors, or employees.

10. USE OF CERTAIN PROPERTY - Exhibitor will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used on or incorporated in the Exhibitor’s space. Exhibitor shall indemnify, defend, and hold harmless the Sponsor, McCormick Place - Lakeside Center, SMG, Metropolitan Pier and Exposition Authority, its facilities, Chicago Park District and their officers, directors, members, agents, and employees from and against any and all claims, demands, suits, liability, damages, losses, costs, attorney’s fees, and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

11. INSURANCE - All property of the Exhibitor is to remain under its custody and control in transit to or from or within the confines of the Exhibit Hall. Exhibitors shall carry their own insurance to cover exhibit material against damage and loss, and public liability insurance against injury to the person and property of others. Exhibitors are required to submit to Show Management a copy of the Exhibitor’s Certificate of insurance. The certificate must show that the Exhibitor carries no less than $1,000,000 combined single limit bodily injury and broad form property damage coverage, including broad form contract liability and business interruption insurance. The Sponsor shall not be obligated to carry any insurance for the benefit of Exhibitors.

12. EXHIBITION CANCELLATION - If the Exhibit Hall is damaged by fire or the elements, or by any cause, or if circumstances, in the opinion of the Sponsor, make the holding of the Exhibit Hall impractical, the Sponsor may at its sole discretion cancel the Exhibition, but shall return the unused prorata portion of the rental fee. The Sponsor is released from any and all claims for damages which may arise in consequence thereof.

13. ORDER-TAKING - Exhibitors will be allowed to take orders on the Exhibit Floor and exchange payment for products. Exhibitors are responsible for all taxes to the City of Chicago, if applicable.

14. PROHIBITIONS - Distribution of promotional gummed labels or badge stick-ons is prohibited. No promotional device may obstruct badges in any way. The serving or consumption of alcohol will be permitted on Saturday during the AAP-hosted Networking Reception. On other show days’ alcohol will be prohibited. Exhibitors may not bring in outside food. All food and beverage must be ordered through the Savor Catering as they are the exclusive in-house food and beverage provider.

15. DRAWINGS, RAFFLES, LOTTERIES, AND CONTESTS - The Exhibitor is responsible for keeping aisles near its exhibit space free of congestion caused by its demonstration and other promotional activities. All activities must be conducted within the Exhibitor’s contracted booth space. All activities must be conducted in a professional manner to maintain the dignity and appearance of the meeting. Failure to comply with this rule may result in Sponsor stopping/canceling all such activity.

16. VIOLATIONS - In the event of a violation, the Sponsor has the right without written notice to terminate its contract with the Exhibitor and to evict the Exhibitor at the Exhibitor’s own risk and expense.

17. SERVICES - Each Exhibitor, as part of the contract with the Sponsor, will be provided the following services free of additional charge: erection of necessary Flame Proofed Draped back walls and side rails of uniform style, an identification sign (upon request), aisle carpeting, program listing, general hall cleaning, and hall security guard services. No allowance will be made for facilities not utilized.

In addition to all other payments described in this contract, Exhibitor agrees to pay for the following services at rates approved by the Sponsor: handling of incoming or outgoing freight; labor and material to assist in setup; dismantling and maintenance of exhibit; electrical service including outlets; cleaning service; internet or communication service and furniture/accessories.

Independent contractors must conform to IAEE guidelines. ALL INDEPENDENT CONTRACTORS MUST SUBMIT A CERTIFICATE OF INSURANCE TO THE SPONSOR THIRTY
EXHIBITOR REGULATIONS

22. FLAMMABLE MATERIALS - Flammable or other dangerous fluids, substances, materials, equipment or other items, the use of which is in violation of the City of Chicago laws or regulations, shall not be used in any booth. Exhibitor must use flame-resistant decorative materials.

23. INSPECTIONS AND COMPLIANCE WITH LAWS - All materials, installations, and operations of Exhibitor must comply with the requirements of all inspection and other governmental authorities having jurisdiction and with all applicable laws, ordinances, and regulations.

24. CANVASSING AND OTHER ACTIVITIES - No person, firm or organization not having contracted with the Sponsor for the occupancy of space in the Exhibit Hall shall be permitted to display or demonstrate its products, processes, or services, or distribute promotional materials in or on the premises of the Exhibit Hall, McCormick Place - Lakeside Center, or any official hotels of the 2019 AAP Annual Meeting. Any infringement of this rule will result in the removal of the offending person.

Circulars or other promotional material may be distributed only from the Exhibitor's assigned space. Distribution of large paper and plastic envelopes and small plastic shopping bags is permissible. The Sponsor reserves the right to discontinue distribution of materials which may be hazardous to the exhibit participants, offensive to the Sponsor, or not contributing to the educational nature of the exhibition. Cane, yarsticks, noisemakers, etc. or other materials considered by the Sponsor to be objectionable will not be permitted.

The Sponsor reserves the right to reject, cancel, remove, or restrict Exhibitors who, because of noise or any other reason, interfere with the best interests of the Exhibit Hall as a whole, in which case its liability shall be limited to a prorated refund of the rental fee.

25. SPECIAL SOUND AND OTHER EFFECTS - Operational equipment being demonstrated may not create noise levels objectionable to neighboring Exhibitors. The decibel level must not exceed 85 as stated in Section 29 of Federal OSHA Regulation 1910.95, applicable to trade shows. Decibel readers may be used to monitor all sound projection equipment. If the level exceeds the maximum level allowed, the Exhibitor will be required to adjust the decibel level accordingly. If this is not complied with immediately, the noisemaking device will be removed. Any Exhibitor who intends to use such devices must notify the Sponsor in writing no less than sixty (60) days prior to the opening of the Exhibit Hall. Devices not approved in writing by the Sponsor will not be permitted. Any expense incurred in the rental or removal of such equipment will be paid by the Exhibitor. Live and/or recorded music is prohibited in the Exhibit Hall.

Public address, sound producing, or amplifying devices must be tuned to conversations of levels and will be monitored by the AAP Exhibits Manager. The operation of any equipment or apparatus that produces odors, vapors, or liquids annoying to neighboring exhibitors or guest will not be permitted.

26. EXHIBITOR PERSONNEL - The Exhibition is limited to individuals, business firms, agencies, manufacturers, and dealers who have contracted and paid for space assignments. Each Exhibitor shall furnish the Sponsor with the names of its representatives. A periodontist or other dentist may not be registered as an Exhibitor unless he or she is an officer of the company or a full time (non-practicing) employee. Furthermore, dentists, hygienists, dental assistants, or laboratory technicians may not be registered as booth personnel. Exhibiting companies may not register any representative of their company as a dental professional if that individual is not a dental professional or if they do not meet the guidelines stated above. The booth must be staffed with personnel during official open Exhibit Hall hours. In keeping with the professional nature of the exhibition, no costumes may be worn. Exhibiting companies who do not follow these guidelines will forfeit their rights to exhibit and will be charged the applicable registration fees for all personnel who obtain entry in violation of the rules of admission. Exhibitor and its representatives are required to wear identification badges at all times throughout the Exhibit Hall. The badges are the property of Show Management and are not transferable, and the Sponsor reserves the right to withdraw the use of any badge used to gain admission to the Exhibit Hall by any person other than the one for whom it was issued. Badges must be worn at all times by any person in the Exhibit Hall during set-up, exhibit hours and dismantling. All temporary labor must wear a badge or wristband identification. Employees of independent contractors must wear their assigned badges or wristband identification at all times. These badges or wristband identifications can be obtained at the security EAC check-in table located in the rear of the Exhibit Hall. Any company circumstance requiring the rules of admission will be expelled from the Exhibit Hall immediately without refund and will be excluded from future invitation to exhibit indefinitely.

27. EXHIBITION ATTENDEES - The Exhibition is open to any person registered for the 2019 AAP Annual Meeting. No children under 18 years of age will be admitted. The Sponsor reserves the right to refuse to admit and to eject from the Exhibit Hall or from any space therein, any person or persons engaged in objectionable or undesirable behavior. On the exercise of this authority the Exhibitor, for itself, its officers, directors,
employees, and agents, hereby waives any right and all claim for damages against the Sponsor, its officers, directors, members, agents, and employees.

Representatives of non-exhibiting firms must register for the meeting and will not be granted a complimentary pass to the Exhibit Hall. No persons, including those persons otherwise eligible to attend the Exhibit Hall and be on the Exhibit Hall floor, will be permitted to attend the Exhibit Hall for the purpose of demonstrating their products or distributing advertising materials in the Exhibit Hall.

28. FUNCTION REQUEST - Any function must be approved by the Sponsor. Exhibitors must submit a written request for any function that they wish to hold during the 2019 Annual Meeting to the AAP Director of Meetings no later than sixty (60) days prior to the meeting. Any Exhibitor who violates the above agreement may be ineligible to participate in any future Sponsor Exhibitions.

29. GOVERNING LAW AND JURISDICTION - The Exhibitor’s contract shall be construed, interpreted, and governed according to the laws of the State of Illinois and the parties agree that in any action or proceeding arising under or related to this agreement, they shall be subject to the exclusive jurisdiction of the United States District Court for the Northern District of Illinois, Eastern division, or of the courts of the State of Illinois.

30. SPONSORSHIP - Upon written request, the AAP will consider an exhibiting company’s offer to sponsor or partially sponsor an official AAP function or service at the 2019 AAP Annual Meeting. AAP reserves the right to determine which proposals will be accepted.

31. NO SMOKING POLICY - Smoking in any Exhibit Hall of McCormick Place – Lakeside Center, including lounge areas, is prohibited at all times.

32. EXHIBITION ADVERTISEMENTS - Exhibition at the 2019 AAP Annual Meeting does not constitute an endorsement of a company’s product or service, or its promotional materials. As a condition of exhibiting at the 2019 AAP Annual Meeting, the Exhibitor agrees not to include in any promotional materials the claim that it has exhibited at an AAP Annual Meeting or Conference. The Exhibitor may not list, advertise, or promote the Academy’s programs or speakers. Such claims may imply endorsement or may otherwise be misleading and deceptive. When referring to this Exhibition in any printed context, such as advertising or direct promotions, the Exhibitor shall specify the event name as “American Academy of Periodontology Annual Meeting Exhibit.” Use of the words “convention” or “trade show” as titles are inaccurate and inappropriate. Exhibitors are responsible for notifying their advertising and public relations staff. Advertisements outside of the exhibitor’s booth are prohibited. Advertising materials may not be circulated in the meeting rooms, registration area or lounges of the Exhibit Hall. Failure to comply with this regulation will result in a loss of priority points and an invitation to exhibit may be withheld for future exhibitions.

33. ROOM DROPS - Conducting a room drop at any of the official hotels of the 2019 AAP Annual Meeting will be allowed only for Exhibitors that utilize the official AAP room drop vendor. Exhibitors who violate this rule will be ineligible to participate in any future Sponsor Exhibitions. Further information regarding room drops and fees will be available in the Exhibitor Service Manual.

34. ACCEPTANCE OF EXHIBITORS - The American Academy of Periodontology is under no obligation to extend application privileges to any company regardless of whether or not said company has exhibited at past Annual Meeting Exhibitions. Products and services exhibited must, in the judgment of the Sponsor, be related to the dental industry. The Sponsor shall be the sole judge as to acceptability of exhibits. An Exhibit may not display any product or distribute advertisements for any product that infringes on the registered trademark, copyright, or patent of another company, or that is false or misleading or otherwise does not comply with applicable law.

35. EXHIBITOR CODE OF CONDUCT - No Exhibitor or member of an exhibit staff shall behave in a manner offensive to decency or good taste in the sole judgment of the Sponsor. Exhibitors must conduct themselves in a professional manner and must maintain a professional appearance and demeanor. All Exhibitors and their representatives must be properly and modestly dressed. Scantily or excessively revealing attire is not permitted. Exhibitors may not circulate in public spaces, aisles, meeting rooms or in the registration areas. Exhibitor personnel may not enter, photograph, or videotape the exhibit space of another Exhibitor without written permission from the latter. Furthermore, Exhibitors are expressly prohibited from discussing brand names, products, or other Exhibitors with attendees. No smoking is permitted anywhere in the convention center at any time. The serving or consumption of alcohol will be permitted on Sunday during the AAP Hosted Networking Reception. On other show days alcohol will be prohibited. Exhibitors may not perform experimental procedures, demonstrate intraoral techniques, or otherwise practice dentistry upon patients in the Exhibit Hall. Any company/exhibitor circumstances, the rules and caught in violation will be expelled from the Exhibit Hall immediately without refund and will be excluded from future invitations to exhibit at a Sponsor meeting indefinitely. The AAP reserves the right to refuse any Exhibitor, guest, or attendee admission to the educational sessions.

36. SECURITY - Reliable security individuals will be provided to guard the Exhibit Hall on a 24-hour basis. The American Academy of Periodontology assumes no responsibility for the loss or damage of exhibit material or merchandise and urges the Exhibitor to take every security precaution and coverage to prevent loss or damage.

37. FDA CLEARANCE - Practitioners look to the evaluation and acceptance programs of the American Dental Association (ADA) and approval by the Food and Drug Administration (FDA). Drugs or devices which require pre-market clearance, or approval from the FDA, or which must comply with established product standards, will not be eligible for exhibiting unless FDA clearance or approval has been obtained or the appropriate product standard is met. Exhibitors understand and agree that permission from the FDA to exhibit devices that are not cleared or approved must be obtained prior to the exhibition of the product. If the FDA denies or withdraws its permission to exhibit any device that is not approved or cleared, the Sponsor reserves the right to either (a) restrict the display in the Exhibitor’s booth to products and services meeting all exhibition requirements, standards, and procedures; or (b) cancel the Exhibitor’s contract if the FDA has denied or withdrawn its permission on the only product(s) that the Exhibitor planned to display. In no event shall AAP’s liability, if any, exceed the rental payment made to AAP by the Exhibitor.

Exhibitors (both domestic and foreign) may display devices that have not obtained pre-market clearance or approval from the FDA under the following limited conditions:

1. The FDA has given permission to show the device for Exhibition purposes only.
2. Documentation of FDA permission must be submitted to the AAP with the Application/Contract for exhibit space, if applicable.
3. No orders can be taken nor, can any prices be quoted for these devices.
4. The Exhibitor shall prepare and conspicuously display at the exhibit booth an appropriate sign indicating the lack of pre-market clearance or approval. In the case of an unapproved device with a pending 510(k) submission, the sign must state “Pending 510(k) clearance, not available for sale within the United States.” In the case of an unapproved device without pending 510(k) notice, the sign must read “Not available in the United States.”

5. Devices that are under investigational study may be exhibited if the device is appropriately and conspicuously displayed with the following statement “CAUTION: Investigational device. Limited by Federal law to investigational use only.” An Exhibitor who violates the above standards may be ineligible to participate in any future Sponsor Exhibitions.

38. ENFORCEMENT OF RULES AND REGULATIONS/VIOLATIONS POLICY

1st Violation – Loss of current year priority points
2nd Violation – Loss of one half of accrued priority points
3rd Violation – Loss of remainder of priority points
4th Violation – One-year suspension of exhibiting privileges

39. GENERAL - These regulations are to be construed as a part of the agreement between the Exhibitor and the Sponsor. The Sponsor reserves the right to interpret all matters and questions not covered by these Regulations. These Regulations may be amended at any time by the Sponsor and all amendments shall be equally binding on all parties affected by them as the original Regulations. In the event of any amendments or additions to these Regulations, written notice will be given by the Sponsor to those Exhibitors affected by them.

QUESTIONS? CONTACT:
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