

Exhibitor Contract (continued)

BPS ANNUAL MEETING - CONTRACT RULES AND REGULATIONS

1. General: All matters and acquisitions not covered by the regulations are subject to the decision of Biophysical Society. In the event of any such decision being of general interest, notice will be given by Biophysical Society to exhibitors as may be affected. "BPS" used herein or in subsequent regulations shall mean the Biophysical Society, its committees, agents or employees acting for the management of the Conference & Exhibition.

Nature of Exhibition: The BPS 65th Annual Meeting is designed to provide a program for further the education of scientists working in the field of biophysics. The exhibits must be of an educational character. They must emphasize instruments, products or services for use in teaching and research, books, or other publications in scientific fields of relevance to the interests of the members, or directly convey scientific research findings in those areas of science represented by the Biophysical Society. The Biophysical Society reserves the right at its sole discretion to accept or deny applications for exhibit space and to allocate space among exhibitors. The Biophysical Society also reserves the right to refuse giveaways that do not meet professional, acceptable standards.

2. Enforcement of Rules: By applying for exhibit space, an exhibitor agrees to adhere to all conditions and regulations outlined herein. Show Management (SM) will monitor conformity with these Rules and Regulations for this meeting. Each exhibitor is granted a terminable license to exhibit, subject to all the rules herein. If it is decided that an exhibitor has failed to comply with any rule, the license may be terminated and the exhibit closed without notice. In all interpretations of the Rules and Regulations, SM's decision is final.

3. Space Assignment: Booth space will be assigned at the discretion of the Biophysical Society. Priority of booth selection is given to companies that have exhibited, sponsored and advertised, and have accumulated the highest number of priority points with BPS. The Society will attempt to assign requested spaces. However, if none of the requested spaces are available, a space comparable in location and size will be assigned. Exhibit Management reserves the right to alter exhibitor's assigned location at any time if deemed in the best interests of the Exhibition. Exhibit Management will consult with exhibitor before exercising its discretion.

4. Cancellations: Cancellation of exhibit space must be directed in writing to BPS. Cancellations made on or before Monday, June 1, 2020, will receive 50% of the rental fee less 25% non-refundable deposit. No refunds whatsoever will be made on cancellations after June 1, 2020. In the event of partial booth cancellations, the aforementioned cancellation policy will apply to the canceled booth(s) only.

5. Booth Specifications: All booths are 10' x 10'. Pipe and drape backs are 8' high and the side rails are 3' high. All exposed parts of a display must be finished so as not to be objectionable to other exhibitors or attendees. Crates and other packing materials may not be stored behind the pipe and drape. No walls, partitions, decorations, hanging or free-standing items, or other obstructions may be erected that in any way interfere with the view of another exhibitor. Exposed, unfinished sides of exhibit backgrounds must be draped for an attractive appearance. If such draping is not ordered, it will be installed at the exhibitor's expense. The aisles must be free for all attendees and exhibitors; therefore, each exhibitor has the responsibility to assure proper flow of traffic during the entire meeting. Do not place demonstration areas on the aisle line of the exhibit if it is expected that many people may congregate there. Leave space within the exhibit area to absorb the majority of the crowd.

Standard In-Line Booths:—The back wall of the display is limited to 8' in height and a depth of 4'. All display fixtures and accessories, (including but not limited to book racks, instruments, and foliage) over 4' in height, not to exceed 8' maximum, must be confined to that area of the exhibitor's space which is within 4' of the back line. Display material in the remaining 6' of booth space must not exceed 4' in height.

Island Booths:—In island booth units, bordered on four sides by aisles, the full cubic content of the space may be used; however, all display material is restricted to 16' in height and a sufficient "see-through" or "walk-through" area must be provided so as not to block the view of adjacent exhibits. Models or to-scale drawings of cubic content exhibits must be submitted in advance to EM for approval to avoid problems during exhibit setup. Island booths will be measured and may not exceed the 16' height limitation.

6. Exhibitor Conduct: After exhibits are in place and properly set up, exhibitors are not allowed on exhibit floor other than during show hours and two hours before. Exhibitor and its representatives shall not congregate or solicit trade in the aisles. The prior written consent of BPS is required for the employment or use of any live model, demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the exhibit space. Management in its sole and absolute discretion may withdraw its consent at any time, in which event exhibitor shall terminate such activity forthwith. All promotional plans must be submitted to BPS for approval. Distribution of pamphlets, brochures or any advertising material must be confined to the exhibit space. Cocktail parties or social gatherings of any kind shall not be held during exhibit hours. Exhibitor shall refrain from any action that will distract attendees from attendance at the exhibit during open hours. Exhibitor shall not lead attendees from one exhibit space to another or to elevators or escalators. Exhibit space shall not be used for entertaining. Exhibitor shall not enter into another exhibitor's space without invitation or when unattended. Exhibitor or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste.

The following practices are prohibited:

- Operation of x-ray equipment.
- Sub-leasing of exhibit space.
- The use of billboard advertisements and/or the display of signs outside the exhibit area.
- Soliciting participation in surveys or otherwise harassing registrants.
- Photographing, videotaping, or examining another exhibitor's equipment without permission. The use of any camera, video camera is prohibited in exhibit hall and poster area. Any person using a camera or video camera, in the hall will be escorted out by BPS security. All cameras will be confiscated if not left outside the exhibit hall.
- The use of open audio systems.
- The use of live animals.
- Photographs or other forms of visual display of surgery and experimentation being performed.

Exhibitors are requested to staff their exhibits with personnel attired in a manner consistent with the decorum of the meeting and knowledgeable in the products and policies of the company. As a courtesy to scientists and to fellow exhibitors, Management requires exhibitor cooperation in opening exhibits on time each morning and staffing them throughout the day until the scheduled closing hour. Relevant portions of the foregoing prohibited practices are applicable to non-exhibitors at all times. Non-exhibitors may not solicit business from scientific registrants or companies exhibiting.

7. Outside Contractors: Exhibitors may use contractors other than the Official Exhibit Contractor to set up, erect, and dismantle exhibits if the Exhibitor provides to the Biophysical Society the name and address of each contractor and certificates of insurance. The exhibitor assumes full responsibility for all acts of its contractors and agrees to hold harmless and indemnify the Biophysical Society for any loss or any damage. These contractors must advise the Biophysical Society Exhibit personnel upon arrival and secure the proper temporary identification needed for set-up and dismantling.

8. Labor: Exhibitors are required to observe all contracts in effect between the Biophysical Society, service contractors, and the Boston Convention & Exhibition Center. Questions about specific labor union provisions can be answered by calling Freeman.

9. Installation of Exhibits (Move-In): A labor crew will be available on set-up days in accordance with advance orders. Exhibitors are urged to order all required services in advance. A complete set of service forms will be included in the Exhibitor Information Kit emailed about 90 days prior to exhibit opening. All exhibit materials must be unpacked by 3:00 PM, Saturday, February 20, 2021, to permit the removal of empty crates and cartons from the exhibit area. Any exhibit not unpacked by this time will be placed in storage and can be returned only after the exhibits close on the first day of exhibiting, or may be ordered for setup by SM and the cost charged to the exhibitor. No refuse, such as empty cartons, may be placed in the aisles after the final sweeping of the aisles in the exhibit area. Exhibitors are urged not to litter the floor in the booths or aisles after the cleaning of the exhibit area since time will not permit a sweeping of booths or aisles on opening morning.

NOTE: Unless previously arranged with BPS Exhibit Management, BPS21 exhibitors who install booths after 3:00PM on Saturday, February 20, 2021, will be charged a late fee of \$100. The exhibitor install, dismantle, and moving fees are included in the BPS21 Exhibitor Service Kit.

10. Crate Storage: Empty crates, boxes, and cartons must be removed from the exhibit area by 3:00 PM, Saturday, February 20, 2021. "Empty" stickers, which must be placed on all containers to be stored and returned at the close of the exhibit, will be available at the Exhibitor Service Desk. Containers or skids without the "Empty" stickers will be considered refuse and disposed of. Crates, boxes and cartons may not be stored behind booth backgrounds. SM will request removal of any goods behind booth backgrounds that detract from the exhibit floor setting. Do not store anything of value in crates going into storage.

11. Dismantling of Exhibits (Move-Out): No packing of equipment, literature, etc., or dismantling of exhibits will be permitted until the official closing time. Violators will not be invited to exhibit at future meetings. All exhibits must be packed by 10:00 PM, Tuesday, February 23, 2021. To avoid any damage to your equipment, please remain in your exhibit until crates are delivered and labor is available. Watchmen are appointed; however, the Biophysical Society, the Boston Convention & Exhibition Center, and Freeman cannot assume any responsibility for loss of or damage to exhibits, equipment, personal belongings, etc.

NOTE: Unless previously arranged with BPS Exhibit Management, BPS21 exhibitors who dismantle booths before 4:00PM on Tuesday, February 23, 2021, will be charged a negligence fee of \$100. The exhibitor install, dismantle, and moving fees are included in the BPS21 Exhibitor Service Kit.

12. Use of the Biophysical Society: The use of the Biophysical Society name or logo is not permitted on signs inside or outside the exhibit area, or on descriptive product literature, EXCEPT reference may be made to the Meeting as the "Biophysical Society 65th Annual Meeting" (with place and dates) on the exhibitor's advertising.

13. Distribution of Giveaways: Exhibitors will be permitted to distribute appropriate promotional material and related items from the exhibit booth only. Exhibitors distributing any material outside the booth (hotels, Convention Center lobby area, etc.) will not be invited to exhibit at future meetings. In keeping with the educational purpose of the exhibit program, all such giveaways and literature must conform to acceptable, professional standards.

14. Americans with Disabilities Act: Each exhibitor shall be responsible for compliance with the Americans with Disabilities Act within their assigned exhibit space.

15. Registration of Exhibitors: Each exhibiting company will receive six exhibitor badges for each 10 x 10 booth space purchased. It is the responsibility of the authorized individual signing the Contract for Exhibit Space to inform all company personnel of the rules and regulations contained in this brochure and Exhibitor Service Kit. In no case can the allotment be exceeded without specific permission. A badge that is lost, taken home, etc., cannot be replaced if the exhibitor has received the allotment. Each representative of an exhibiting company must wear the official badge while in the exhibit area. Exhibitor badges may be issued only in the name of the company shown on the Contract for Exhibit Space. Exhibitor badges will not permit attendance at scientific sessions. The exhibitor registration desk will be open during the installation of exhibits on Friday, February 19 from 8:00 AM—5:00 PM, and Saturday, February 20, from 8:00 AM—6:30 PM. Exhibitors must have a badge to enter the exhibit area. Exhibiting companies will be given the opportunity to register their representatives in advance. Companies requiring badges for their personnel over and above the allotment, for reasons that are unique, may write to the Exhibits Manager stating the reason for additional badges and the number required, i.e., sales training, visits by company personnel other than those staffing the booth, etc. It should be noted that spouses of exhibitors will be issued a badge that is not charged against the company's allotment. Children under the age of 12 are not permitted in the Exhibit Hall during set-up or dismantling of exhibits.

16. Insurance: Exhibitors must have a Commercial General Liability policy of not less than \$1.0 million per occurrence naming BPS, Freeman, the Boston Convention & Exhibition Center as additional insureds. Certificates of Insurance must be furnished by the exhibitor if requested by BPS and must be available onsite during the Annual Meeting. Failure by BPS to request proof of insurance will not relieve the exhibitor from carrying proper coverage. If requested by BPS, evidence of coverage must be submitted to Exhibit Management by January 15, 2021. Proper coverage must be in place by move-in dates in order to move-in and exhibit.

17. Liability: Exhibitor is solely responsible for any damages, claims, losses, liabilities or expenses that arise out of or are in any manner connected with the exhibitor's participation at the BPS 2021 Annual Meeting. Neither BPS, Freeman, nor the Boston Convention & Exhibition Center, or their members, owners, officers, representatives, or employees, will be responsible for any injury, loss or damage that may occur to any person or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibit contract. BPS is not responsible for any injury, loss or damage to the exhibitor's property or its employees, agents or contractors. Each exhibitor must make provision for the safeguarding of its goods, materials, equipment and display at all times. General overall security will be employed by BPS for the exhibition period. The furnishing of such security shall not be deemed to affect the non-liability of BPS or its members, officers, representatives and employees. The exhibitor agrees by signing the Pre-Sale and/or General Booth Application and Contract to Exhibit to insure itself, at its own expense, against property loss or damage, and against liability for personal injury. Exhibitors agree to indemnify and hold harmless BPS, Freeman, the Boston Convention & Exhibition Center, and their contractors, officers, agents and employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees, resulting from, or related to the exhibitor's occupancy of the exhibit space contracted for, including without limitation by reason of personal injuries, death or property damages sustained by any person.

IN NO EVENT WILL THE LIABILITY OF BPS EXCEED THE AMOUNT PAID BY EXHIBITOR TO BPS FOR EXHIBIT SPACE AT THE ANNUAL MEETING. UNDER NO CIRCUMSTANCES WILL BPS BE LIABLE TO EXHIBITOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF BPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS CONTRACT FOR EXHIBIT SPACE.

18. Force Majeure: In the event that said premises shall be destroyed by fire or the elements, or by any cause, or in the event of government intervention or the intervention or regulation, military activity, terrorist acts, strikes or any other circumstances that make it impossible or inadvisable for BPS to hold the show at the time and place provided in the Pre-Sale and/or General Booth Application and Contract to Exhibit, then and thereupon the contract shall terminate and the exhibitor shall waive any claim for damages or compensation, except the pro rata return of the amount paid for space, after deduction of actual expenses incurred in connection with the show, and there shall be no further liability on the part of either party. In the event any part of the exhibit hall is damaged, or if circumstances make it impossible or inadvisable for BPS to permit an exhibitor to occupy the space assigned during any part or the whole of the period covered, then under such circumstances the exhibitor will be charged for space only for the period space was or could have been occupied by the exhibitor, and BPS is released from any and all claims for damages that may arise in consequences thereof.

19. Special Sound Effects/Giveaways/Solicitation/Music: Objectionable audible or visual attention-getting devices or effects and offensive odors and/or fragrant flowers that could aggravate allergies are prohibited on the exhibit floor. Any special promotions or stunts planned for the exhibit floor or in the area must be approved by Show Management (SM). Sample-giving shall not interfere with other exhibitors' space or encroach into the aisles. Exhibitors are not permitted to conduct contests or drawings in their booths without the permission of BPS. Films of purely entertainment character, without educational or informative values, will not be permitted. Any exhibitor providing music during the Exhibition must contact Show Management (SM) to confirm ASCAP or BMI fee payment. The exhibitor must receive approval for the musical presentation from Show Management (SM) and pay all associated fees and penalties.

20. Entertainment and Hospitality Events: BPS reserves the right to control all function space at the Boston Convention & Exhibition Center. Function approval forms will be provided for exhibitors upon request. Hospitality rooms may not be open during the hours of any official BPS function. The exhibitor assumes full responsibility for property damage, personal injury or death to any party, by reason of assurances or related to any such functions conducted by it. Signage will only be allowed in BPS designated areas and must be approved by BPS prior to display.

21. Fire Regulations: Fire regulations prohibit the use of paper (crepe or corrugated), cardboard or other flammable materials for booth decorations. All materials in exhibit areas must be nonflammable. Electric signs and equipment must be wired to meet local fire code specifications. Fire extinguishers on walls or elsewhere must not be removed or obstructed.

22. Exhibitor Services/Information Kit: Freeman is in charge of all exhibit production. Freeman will provide drayage service for all exhibitors. That service will include receipt of freight, delivery of your freight to your booth site, storage of empty containers during the exhibit and return of the freight to the carrier of your choice. Forms/rates will be included in the Exhibitor Information Kit emailed about 90 days prior to exhibit opening. Exhibitors will receive complete shipping instructions, product information and other forms for all services needed during installation, show period and removal of exhibition. Exhibitor must be responsible for all shipping costs associated with Exhibitor's booth.

23. Care of Exhibit Space: Exhibitors shall be responsible for properly maintaining their space. Exhibitors may not place anything in the aisles during exhibit hours. Exhibitors are not permitted to have backdrops or any part of their displays exceeding 8' in height. When exhibitors leave their booths during show hours, they are required to leave a sign indicating when they will be back. For all booths, no part of a display in the front half of the booth may be higher than 48". Any display, fixtures/products or material over 48" in height that cannot be confined to the rear portion of the booth must be at least 10 linear feet away from any adjacent booth. No signs shall be affixed to walls, drapes, electrical outlets, etc., by the use of nails, tacks, staples or tape. Any damage to facility through carelessness of exhibitors or their employees or agents must be paid by the exhibitor causing the damage. Any exhibitor distributing stickers will be held responsible for removing them from any part of the premises. For pop-up backgrounds, they cannot be any higher than 8' in height, and must be placed against the back wall of the booth. All sides of the pop-up display must be draped if they are facing an aisle.

24. Amendments: BPS reserves the right to interpret, amend, and enforce these Contract Conditions/Rules and Regulations. Written notice of any amendments or interpretations shall be given to each exhibitor. Each exhibitor, for himself, his agents and employees agrees to abide by all Contract Rules and Regulations set forth herein, or by any subsequent amendments or interpretations.

25. Conflicting Meeting and Social Events: In the interest of the success of the entire meeting and exposition, attendees and Exhibitors agree not to extend invitations, call meetings, or otherwise encourage absence of attendees or Exhibitors from the meeting or Exhibit Hall during the official hours of the Annual Meeting and exposition. Hotel meeting space requests from Exhibitors must be submitted in writing to the Biophysical Society for approval. Approved requests for meeting space by the Society are limited to paid exhibiting companies.

26. This Contract for Exhibit Space and all rights and obligations of the parties relating hereto will be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any conflicts of law rules that would cause the application of the laws of any other jurisdiction. Any controversy or claim arising out of or relating to this Contract for Exhibit Space or the breach thereof (except for an action for injunctive relief) will be resolved by arbitration held in Rockville, Maryland, in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration is initiated, and judgment upon the award rendered by the arbitrators may be entered in any court jurisdiction thereof. The prevailing party will be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.