

EXHIBIT CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT TO EXHIBIT

2019 INSTRUCTIONAL COURSE & ANNUAL MEETING ~\$3,000 PER BOOTH

The above fee is for one 10' deep x 10' wide x 8' tall booth space with a draped table. **There is a TWO-BOOTH LIMIT PER COMPANY** based on availability at time of application. CSRS has chosen to allow Corporate Supporters first choice of boothspace. All other assignments will be made on a first come, first served basis determined by the date booth fees are paid in full and signed Contract to Exhibit is received in the office. **A bundled exhibit booth/workshop option includes two additional complimentary representatives.**



CANCELLATION POLICY

There is a charge of \$500 for cancellations received in writing by Oct. 2, 2019. **No refunds will be issued after Oct. 2, 2019.**

FDA COMPLIANCE

All products which are not FDA approved for a particular use in humans or which are not commercially available in the U.S. will be permitted to be exhibited only when accompanied by the appropriate signs that indicate the device's FDA clearance status. The following are signs that should be displayed:

- This Device is not cleared by the FDA for distribution in the United States
- This Device is a Class III device which is limited by federal law for investigational use only.
- This Device is a Class II device which is cleared for marketing for use only.



The signs must be easily visible and placed near the devices themselves and on any graphics depicting the device. The Exhibitors shall have available at the display a letter from the FDA which describes the allowable use status of the product or products. Exhibitors are cautioned about the FDA's prohibition on promoting "cleared for marketing devices" for unapproved uses. Requests for information and guidance should be directed to: FDA Division of Small Manufacturer's Assistance 301.443.6597.

EXHIBITOR RESPONSIBILITY CLAUSE

To the fullest extent permitted by law, the person/legal entity described as "Exhibitor" in this clause and in this exhibitor contract (regardless whether such person/legal entity is also described as "Exhibitor" in this contract) hereby assumes full responsibility and agrees to indemnify, defend and hold harmless **Marriott International, Inc.** ("Hotel"), CCMH Entity, and each of their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Hotel Parties"), as well as **Cervical Spine Research Society** ("Group"), from and against any and all claims or expenses arising out of Exhibitor's use of the Hotel's exhibition premises. Exhibitor agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the Exhibitor's indemnity obligations in this clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Hotel Parties and Group shall be named as additional insureds on such policy, and Exhibitor shall supply the Hotel with a Certificate of Insurance at least 30 days prior to the use of the exhibition premises. The Exhibitor understands that neither the Group nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

As a representative of _____ I have read the above information and agree to the written terms. (Company name)

Signature

Title

Date



FOUNDED 1973

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