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CONDITIONS FOR EXHIBITING  
**84th ANNUAL MEETING WITH TRADESHOW EXHIBITION**  
**WESTERN SECTION AMERICAN UROLOGICAL ASSOCIATION, INC.**  
**Monterey Conference Center**  
**Monterey, California October 26-30, 2008**

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Make checks payable and direct all communications pertaining to exhibits to:

Exhibits Manager  
Western Section AUA  
1950 Old Tustin Avenue  
Santa Ana, CA 92705  
(714) 550-9155 / Fax:(714) 550-9234 Email:info@wsaua.org

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The following rules & regulations have been established for the mutual benefit and protection of Exhibitors, Visitors to, the Facility, Supporters and Organizers of the Exhibits. With such additions as may be made from time to time, they are an integral part of the contract to which the exhibitor agrees.

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1. PURPOSE: The purpose of the exhibits is to complement the scientific sessions by providing the opportunity for the display and/or demonstration of products and services that could advance the knowledge of attendees and improve the quality of health care. The Western Section AUA is hereinafter referred to as WSAUA.

2. EXHIBIT DAYS, DATES AND HOURS:

**Exhibit Move-in/Registration**

Monday, October 27 12 noon - 8:00 p.m.

**Exhibition**

Tuesday, October 28 7:00 a.m.- 2:00 p.m.

Tuesday, October 28 5:30 p.m. – 7:00 p.m.

Wednesday, October 29 8:00 a.m. - 2:00 p.m.

**Exhibitor Move-out**

Wednesday, October 29 2:00 p.m.

Exhibit schedule subject to changes based on final program approval.

*WSAUA reserves the right to use space as it deems fit with no obligation of a refund if it is not occupied by the exhibitor on the first day of the exhibition.*

3. OFFICIAL EXHIBIT SERVICE COMPANY:

Tricord Tradeshow Services, Inc.,  
738 Neeson Road, Marina, CA 93933 Phone: 831-883-8600  
Fax: 831-883-8686 / Email: info@tricordtradeshows.com

Upon confirmation of your exhibit reservation and payment, each exhibitor will be contacted directly by the exhibit service company. Information on shipping and prices will be provided. The Official Exhibit Service Company will handle and provide storage space for crates, boxes, etc. during the exhibition.

4. EXHIBIT DESCRIPTION: WSAUA will provide either a 6' wide table top display or an 8' deep x 10' wide booth consisting of 8' high back wall drape and 3' high side rail drape installed on aluminum framework. Price includes identification sign, two chairs, one 6' draped table and wastebasket.

5. HOTEL: All exhibitors will be entitled to the same preferred rates for accommodations as are available to WSAUA members and guests.

6. PAYMENTS AND REFUNDS: The cost per exhibit is \$3,250.00. A \$1,625.00 deposit per exhibit will be due within 30 days of exhibitor application acceptance and confirmation by the WSAUA of your exhibit assignment. The balance is due by August 25, 2008 or the deposit will be forfeited. Exhibitor space applications received after this date will require payment in full. Cancellations by any exhibitor will not be accepted unless written notice of such withdrawal has been received by WSAUA. The following provisions apply:

(A) A exhibit reservation may be cancelled anytime before August 25, 2008. Cancellation service charge will be \$100.00.

(B) A exhibit reservation cancelled between August 25, 2008 and September 24, 2008 shall pay to WSAUA, as liquidated damages, a sum of money equal to fifty percent (50%) of the full price of exhibit space reserved.

(C) No refunds will be made for cancellations received after September 24, 2008.

7. ELIGIBILITY: Any producer or supplier of equipment, products or services whose proposed exhibit is related to the urological sciences and/or practice of medicine and whose exhibit will contribute to the education of registrants may apply for exhibit space. WSAUA reserves the right to reject any application, which in its sole judgment, does not meet these exhibit criteria.

8. ASSIGNMENT OF SPACE: Assignment of exhibit space will be at the sole discretion of WSAUA. Factors affecting exhibit location include the date upon which the properly completed Agreement for Exhibit Space is received by WSAUA, payments received, the exhibit locations requested, the number of exhibits requested, and the proximity of competitors. Exhibit locations specified on the Agreement for Exhibit Space are for guidance purposes only and are not guaranteed.

9. The Conditions for Exhibiting as issued or amended by the WSAUA are incorporated by reference in the Exhibitor Agreement and Application for Space and shall be deemed to have the identical effect as if said Conditions for Exhibiting were set forth in full in the Agreement.

#### 10. GENERAL RESTRICTIONS AND RULES

A. DISPLAYS: Exhibits must be arranged so as to not obstruct the view or otherwise interfere with the displays of other exhibitors. This restriction includes person(s), equipment, printed material or anything that may interfere with the Exposition as a whole. The WSAUA strives to conform to the rules and regulations formulated by the National Association of Exposition Managers and Exposition Service Contractors Association which can be summed up as follows: "All exhibitors are equal regardless of size, and should be given an equal opportunity, within reason, to present their product in the most effective manner to the audience."

B. WSAUA reserves the right to direct revisions, at the exhibitor's expense, of any Exhibit that does not comply with the rules and regulations.

C. No exhibitor may sublet, assign, or share any part of its allocated space without the written consent of WSAUA.

D. No promotion signs or decorations will be permitted in aisles, passageways, overhead spaces, public meeting rooms, and other meeting facilities.

E. Admission to the Exhibit Hall for all personnel will be by badge only. All Exhibitors are required to register and to wear the badges provided by the WSAUA or will not be permitted entry to the exhibit hall or any other function.

F. All rights and privileges granted Exhibitors hereunder are subject to and subordinated to a master agreement between the WSAUA and the facility containing the Exposition.

G. Exhibitors shall comply with all applicable statutes, ordinances, regulations, union labor rules (if any), and requirements relating to health, fire, safety and use of the premises.

H. Exhibitors shall not mar, deface, post signs or other material, or otherwise damage any area of the facility containing the Exposition.

I. Exhibitors shall assume all responsibility for its exhibit personnel, employees, contractors, servants, and agents.

J. Exhibits must be kept clean. Debris must not be allowed to collect on the floor or display area of the exhibit.

K. Exhibitors must staff their exhibits during the official show hours. No exhibit materials other than hand carried shall be moved through the exhibit hall during show hours.

L. EXHIBIT TEAR DOWN: Exhibitors may dismantle and vacate exhibits after the official close of show and upon such time that all visitors have exited the exhibit hall. Early vacancy or early teardown activities (e.g. use of packing tape, boxes, etc.) is very disruptive to other companies, detrimental to the overall show environment and will not be permitted. **Infractions of this rule are subject to a \$500 fine.** Exhibitors will be notified in writing and unable to exhibit at a subsequent show until all fines have been paid in full.

#### 11. SAFETY PRECAUTIONS

All construction material must conform to standard safety practices. Table and back wall drapes supplied by the official convention service contractor will be, and those supplied by the exhibitor, together with textile or paper displays and decorations, must be flame proofed. Displays are subject to inspection and approval for safety by the Fire Department of the city or facility in which the exhibit is held. Volatile, explosive or other dangerous material or any substance prohibited by law or insurance carriers, are not permitted on the premises.

#### 12. IRREGULAR ACTIVITIES:

A. No person, firm or organization which has not contracted with the WSAUA for occupancy of space in the exhibit, will be permitted to display or demonstrate any products, processes or services, to solicit orders, wear any identification other than that of the contracting exhibitor, or to distribute advertising or other materials at the exhibit. Any infringement from this regulation will result in prompt removal of the offending person from the hall. Exhibitors may not enter the exhibits of other Exhibitors without invitation; no exhibitor may call or invite a visitor out of one exhibit and into his own. Exhibitors must remain within their own space in distributing literature, product samples, or other materials; the aisles may not be used for this purpose.

B. Use of noisemakers, and presentations which may be judged not in good taste, lacking in dignity, or not in keeping with the purpose of the exposition are prohibited.

C. Use of sound motion pictures and tape recorders will be permitted, where appropriate to the display, provided sound is maintained at not more than "conversation level"; management reserves the right to restrict exhibitor's use of sound and other devices which may interfere with the best interest of the Exhibit as a whole.

D. WSAUA reserves the right to prohibit and require immediate cessation of any activity or distribution of materials it deems inappropriate.

E. Complaints of any violation of rules and regulations are to be made promptly to the Exhibit manager, and Exhibitors and their personnel agree to abide by the decision and ruling of the management.

13. **PRODUCT SALES:** Selling of merchandise or services in the Exhibit Hall is not permitted. Money/credit cards may not be exchanged in the Exhibit Hall. If you will be taking orders for future delivery within the State of which the convention is being held you may be required to obtain a business license. Please call the local state taxing authority for more information on licenses.

14. **PROMOTION:** Gifts and promotional items may be given to each exhibit visitor; however, lotteries and drawings are not permitted on the exhibit floor, except as expressly authorized and supervised by the WSAUA.

15. **HOSPITALITY FUNCTIONS, SYMPOSIA AND PROGRAMS:** Exhibitors may not hold hospitality functions or other programs concurrently with official WSAUA scientific or social functions. Hospitality function space may be requested by calling or writing the WSAUA office. Any hospitality function or other program, regardless of when or where it is held, must be reported to the WSAUA.

16. **TERMINATION OF EXPOSITION:** Should the premises in which the Exposition is to be held become, in the sole judgment of WSAUA, unfit for occupancy or should the Exposition be materially interfered with by any reason of action of the elements, strike, picketing, boycott, embargo, injunction, war, riot, emergency declared by a governmental agency, or any other circumstances beyond the control of WSAUA, the Agreement for Exhibit Space may be terminated by WSAUA. WSAUA will not incur any liability for damages sustained by Exhibitor as a result of such termination, and the Exhibitor hereby expressly waives such liability and releases WSAUA of and from all claims and damages. Exhibitor agrees that WSAUA shall have no obligation in the event of termination hereunder except to refund the Exhibitor's pro-rated share of the aggregate amount received by WSAUA (as rental for Exhibit Space for said Exhibit), after deducting all costs and expenses in connection with such exhibit, including a reasonable reserve for claims, such deductions being hereby specifically agreed to by Exhibitor.

17. **MUSIC, PHOTOGRAPHS AND OTHER COPYRIGHTED MATERIAL:** Each Exhibitor is responsible for obtaining all necessary licenses and permits to use music, photographs or other copyrighted material in Exhibitor's exhibit or display. Exhibitor shall remain liable for and shall indemnify and hold harmless WSAUA and the Facility and their respective agents and employees from all loss, cost, claims, causes of action, suits, damages, liability, expenses and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) by Exhibitor, Exhibitor's agents or employees of any patent, copyright or trade secret rights or privileges.

18. **FDA APPROVAL:** Any medical device exhibited must have fulfilled all applicable Food and Drug Administration regulations or, if still under clinical investigation, must be prominently labeled as an investigational device.

19. **INSURANCE:** Each Exhibitor is required to insure itself against property loss or damage and against liability for personal injury. All agents or representatives who are performing services other than the Exhibitor's own employees must provide the WSAUA with Certificates of Insurance which must include public liability and property damage for at least \$500,000 and workmen's compensation insurance in accordance with local law.

## 20. LIABILITY

A. Although guard service will be furnished for the Exposition, neither the manager of the exhibits, the show sponsors nor the facility in which the exhibits are held can or will be responsible for damage to, loss or theft of property belonging to any exhibitor, his agent, employees, business invitees, visitors, or guests. In addition, Exhibitor is informed that WSAUA and the facility do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor.

B. Exhibitor shall assume entire responsibility and shall protect, indemnify, defend, and hold harmless WSAUA, the facility, and their respective employees, directors, officers and agents from and against any actions, losses, costs, damages, claims and expenses (including attorney fees) arising from any damage to property or bodily injury to exhibitor, his agents, representatives, employees by reason of the exhibitor's occupancy or use of the exhibition facilities.

## 21. SECURITY

Security for Exhibit Area will be provided 24 hours each day of exhibition. Exhibitors may not provide separate security guards for their own purposes within the exhibit area unless permission is requested and approved in writing by WSAUA.