

Dear EAST Supporter:

We invite you to join us for the Eastern Association for the Surgery of Trauma's (EAST) 22<sup>nd</sup> Annual Scientific Assembly being held January 13-17, 2009 in Orlando, Florida. EAST is a major, international organization of trauma surgeons, emergency physicians, and nurses who are prominent members of the trauma community. Many are recognized academic authorities, directors of trauma centers or intensive care units, and almost all are *leaders* in their respective medical centers. Approximately 400 of these influential individuals will attend the Annual Scientific Assembly.

EAST believes that the interpersonal interaction among trauma care providers is as important as medical progress. EAST provides supporters a friendly, receptive atmosphere affording you the opportunity to promote improved care of traumatized and critically ill patients.

♦ **Corporate Supporter \$4000\***: This level of support allows four company representatives to attend the meeting and display throughout the conference. The exhibits are located in a highly visible area, often near the continental breakfast or coffee service areas. This level represents an affordable option that allows for significant opportunity to interact with attendees.

♦ **Platinum Partner**: For our closest partners in the care of the injured, a second level is available (*exhibit fees still apply*). An educational grant allows corporations to partially or fully support conference expenses. Partners receive special notation in the welcome package/syllabus and during the conference announcements. In addition, these supporters will be allowed priority selection of display space. **Please contact Ms. Elizabeth Nolan at 336.713.7756 or by email at [enolan@wfubmc.org](mailto:enolan@wfubmc.org) for additional information on the educational grant opportunities that are available.**

The EAST Annual Scientific Assembly provides valuable interaction between trauma surgeons and the companies that work with them in the care of the seriously injured. The amount of face-to-face physician interaction and caliber of the surgeons who attend represent an exceptional value to your corporation. We appreciate your support and look forward to seeing you in Orlando, January 13-17, 2009.

Sincerely,



Ernest F.J. Block, MD, MBA, EMT-P  
President



Jeffrey P. Salomone, MD, REMT-P  
Recorder/Program Committee Chair

\*To its best efforts EAST will provide each supporter with:

- A standard draped table and two chairs
- Electrical outlet if requested in advance
- Mention in the syllabus/registration materials
- Inclusion on all displays listing supporters
- Pre-registration of exhibit personnel (four included in fee, additional at \$50/ea)
- Complimentary continental breakfast and refreshment breaks during Annual Scientific Assembly sessions
- Admission to all social events
- Admission to scientific sessions (solicitation of attendees during the sessions is strictly prohibited)
- An Exhibitor Appreciation Reception sponsored by the EAST Board of Directors

*Eastern Association for the Surgery of Trauma  
22<sup>nd</sup> Annual Scientific Assembly*



**Exhibitor Agreement**

*January 13-17, 2009*

*Disney's Yacht and Beach Club, Orlando, Florida*

**Eastern Association for the Surgery of Trauma  
22<sup>nd</sup> Annual Scientific Assembly  
January 13 – 17, 2009  
Application for Exhibit Space**

Application to exhibit dated \_\_\_\_\_, by and between \_\_\_\_\_,  
\_\_\_\_\_, hereinafter called "Exhibitor," and The Eastern Association for the Surgery of Trauma,  
hereinafter called "the Association."

In accordance with the following terms and conditions governing exhibits at The Eastern Association for the Surgery of Trauma 22<sup>nd</sup> Annual Scientific Assembly at The Disney Yacht & Beach Club Resort, Orlando, FL, January 13-17, 2009, the undersigned hereby makes application for exhibit space, which application, when accepted by the Association, becomes a contract. Terms and conditions listed under the accompanying Exhibitor Agreement, as well as those conditions under which exhibit space in The Disney Yacht & Beach Club Resort is leased to The Eastern Association for the Surgery of Trauma, are a part of this contract.

**PLEASE PRINT OR TYPE**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (     ) \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

Email (required): \_\_\_\_\_

We agree to abide by the EAST rules and regulations presented in the Exhibitor Agreement and by conditions under which exhibit space at the Disney Yacht & Beach Club Resort is leased to The Eastern Association for the Surgery of Trauma. Submission of this form constitutes a binding contract between the Exhibitor and The Eastern Association for the Surgery of Trauma.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Exhibit Fee and Payment Information**

Exhibit Fee: \$4,000.00 – Fee includes registration up to four representatives. Additional representatives will be at \$50/each.

Payment Method:  Check made payable to: Wake Forest University Health Sciences (Tax ID #22-3849199)

Visa       MasterCard       American Express

Card #: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Name as it appears on the credit card: \_\_\_\_\_

Cardholder's Signature: \_\_\_\_\_

**Please return the signed, completed application with payment in full and the signed Exhibitor Agreement to:**

Elizabeth Nolan  
Senior Program Coordinator  
Office of Continuing Medical Education  
Wake Forest University School of Medicine  
Medical Center Boulevard  
Winston-Salem, NC 27157-1028  
Ph: 336.713.7756 ♦ Fax: 336.713.7702\*  
Email: enolan@wfubmc.edu\*

\*If paying by credit card, fax or email signed application and signed Exhibitor Agreement.

## **EXHIBITOR AGREEMENT**

This Exhibitor Agreement (Agreement) is entered into between the Eastern Association for the Surgery of Trauma (EAST), a nonprofit Corporation with offices located in Chicago, Illinois, and \_\_\_\_\_ (Exhibitor) with offices located in \_\_\_\_\_.

Whereas, EAST is holding its 22<sup>nd</sup> Annual Scientific Assembly (Event) from January 13 through 17, 2009 at Disney's Yacht and Beach Club in Orlando, Florida;

Whereas, Exhibitor desires to exhibit at the Event in accordance with the terms and conditions set forth in this Agreement;

Whereas, Exhibitor prepared for submission with this Agreement an Exhibitor Application (Application), on the form prescribed by EAST, to exhibit at the Event; and

Whereas, Exhibitor understands and acknowledges EAST will only consider granting Applications of exhibitors who agree to the terms and conditions set forth in this Agreement and who submit a signed copy of this Agreement with their Application.

Therefore, in consideration for the opportunity to exhibit at the Event, Exhibitor agrees to comply with all of the following terms and conditions:

### **Eligibility**

The exhibit area is open only to exhibitors whose products and services are directly related to research and education relating to trauma. EAST reserves the right to reject Applications of applicants whose display of goods or services is not, in the opinion of EAST, compatible with the general character and objectives of EAST. EAST reserves the right to remove, at Exhibitor's expense, any merchandise deemed by EAST to be unsuitable for display in the exhibit hall.

### **Exhibit Fee**

Exhibitor will pay EAST an exhibit fee in the amount of Four Thousand and No/100<sup>th</sup> Dollars (\$4,000.00 [USD]) per exhibit space (Exhibit Fee). The Exhibit Fee covers Exhibitor's dedicated exhibit space and registration fees for four (4) Exhibitor representatives to attend the Event and display Exhibitor's exhibit throughout the Event. An additional fee of Fifty and No/100<sup>th</sup> Dollars will be charged for each additional representative. The Exhibit Fee is due in full with the submission of the Application and this Agreement. No exhibit space will be assigned unless EAST receives the Exhibit Fee in full. Checks for Exhibit Fees should be made payable to "Wake Forest University Health Sciences" and should be mailed with the Application and this Agreement to: Elizabeth Nolan, Senior Program Coordinator, Office of Continuing Medical Education, Wake Forest University Health Sciences, Wake Forest University School of Medicine, Medical Center Boulevard, Winston-Salem, NC 27157-1028.

### **No Ancillary Payments**

Exhibitors shall not pay any funds to EAST's Board of Directors, members, employees, agents or other representatives, or to any meeting participants, or others involved with the Annual Scientific Assembly. No commercial support may be used for travel, lodging, honoraria, or other expenses of any non-teacher and/or non-author, except in the case of scholarship funds for residents/fellows, provided those arrangements are made through EAST and Wake Forest University Health Sciences/Wake Forest University School of Medicine, Office of Continuing Medical Education.

### **Exhibit Assignments**

Exhibitors will be assigned exhibit space on a first-come, first-served basis. EAST's acceptance of an Application is discretionary, and is otherwise conditional upon receipt of Exhibitor's completed Application, signed Agreement, and full payment of the Exhibit Fee. Faxed or emailed Applications received without payment will not be accepted until EAST receives the corresponding Exhibit Fee. Faxed or emailed Applications with credit card information will be considered once the payment is cleared by the bank.

EAST may consider but will not guarantee requests for specific exhibit space locations. EAST does not represent that any exhibit space will be available to any applicant. If exhibit space is not available, EAST will develop a waiting list by order of the date EAST receives each completed Application, signed Agreement, and full payment of the Exhibit Fee. EAST will refund any Exhibit Fee received with the Application and Agreement to any applicant for whom space is not available. EAST will also refund any Exhibit Fee to applicants whose Application is denied by East.

### **Cancellations**

In the event an Exhibitor provides written notice of its intent to cancel this Agreement more than ninety (90) days prior to the Event's opening date, EAST will refund the Exhibitor's Exhibit Fee less a \$200 administrative fee. In the event an Exhibitor provides written notice of its intent to cancel this Agreement between forty-five (45) and ninety (90) days prior to the Event's opening date, EAST will refund fifty percent (50%) of the Exhibitor's Exhibit Fee. Exhibitor acknowledges and agrees that EAST will sustain significant damages as a result of Exhibitor's cancelling their Agreements less than forty-five (45) days prior to the Event's opening date, the exact amount of which damages may not be ascertainable. Therefore, Exhibitor acknowledges and agrees that in the event Exhibitor cancels this Agreement less than forty-five (45) days prior to the Event's opening date, Exhibitor will forfeit in full, and not receive a refund of, Exhibitor's Exhibit Fee. Notice of any cancellation of this Agreement by Exhibitor must be made in writing and delivered to EAST at 633 N. Saint Clair St, Ste 2600, Chicago, IL 60611, via either: (i) certified mail, return receipt requested; (ii) facsimile transmission with proof of receipt; (iii) email transmission with proof of delivery, provided the written notice is attached as a separate document to the email; or (iv) professional overnight courier with proof of delivery. Telephonic and all other delivery attempts to cancel this Agreement by means not set forth herein will be invalid and of no effect.

### **Subletting of Exhibit & Prohibited Uses**

Exhibitor shall not: (i) assign or sublet any part of the exhibit space allotted to them; (ii) exhibit or permit to be exhibited in their exhibit space any merchandise or service not part of their own regular businesses; (iii) exhibit any advertising materials directly pertaining to such unauthorized product or service.

### **Exhibitor Responsibility**

Exhibitor assumes and accepts all responsibility for any and all loss, theft, or damage to Exhibitor's displays, equipment and other property while on Disney's Yacht and Beach Club premises, and hereby waives any claims or demands it may have against EAST, Disney's Yacht and Beach Club, or their affiliates arising from such loss, theft or damage. In addition, Exhibitor agrees to defend (if requested), indemnify and hold harmless EAST and Disney's Yacht and Beach Club and their respective parent, subsidiary and other related or affiliated companies from and against any liabilities, obligations, claims, damages, suits, costs and expenses, including, without limitation, attorney's fees and costs, arising from or in connection with Exhibitor's occupancy and use of the exhibition premises or any part thereof or any negligent act, error or omission of the Exhibitor or its employees, subcontractors and/or agents.

### **Insurance & Liability**

Exhibitor shall be fully responsible for any claims, liabilities, losses, damages or expenses relating to or arising from an injury to any person or any 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 Exhibitor's participation in the Event and/or other conduct. It is Exhibitor's sole responsibility to obtain, at its own expense, all required licenses and permits, and to comply with all federal, state and local laws and City of Orlando ordinances for any activities conducted in association with or as part of the Event.

Exhibitor hereby releases, and shall protect, indemnify, hold harmless and defend EAST, its officers, directors, agents, employees, and other representatives against all claims, liabilities, losses, damages and expenses, including reasonable attorney's fees and costs of litigation, arising out of or related to this Agreement, Exhibitor's participation in the Event, and/or Exhibitor's other conduct.

Exhibitor, its agents and representatives shall maintain general public liability insurance against claims for personal injury, death or property damage incident to, arising out of or in any way connected with Exhibitor's participation in the Event, in an amount of not less than One Million Dollars (\$1,000,000 [USD]) for personal injury, death or property damage in any one occurrence. Such insurance shall include coverage of Exhibitor's indemnification obligations under this Agreement and shall identify EAST as an additional named insured under the policy. Exhibitor shall provide EAST with a copy of such insurance policy at least thirty (30) days prior to the Event. Exhibitor is responsible for obtaining, for

its protection and entirely at its expense, such property insurance for its exhibit and display materials as 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 EAST, its officers, directors, agents, employees, or other representatives. In the event any part of the exhibit hall is destroyed or damaged so as to prevent EAST from permitting Exhibitor to occupy assigned space during any part of, or the whole, Event, or in the event occupation of assigned space during any part of, or the whole, Event is prevented by strikes, pandemic, acts of God, national emergency or other causes beyond the control of EAST, Exhibitor will be charged for exhibit space during the period it was or could have been occupied by Exhibitor; and Exhibitor hereby waives any claim against EAST, its officers, directors, agents, employees, or other representatives for losses or damages which may arise in consequence of such inability to occupy assigned space.

If for any reason beyond EAST's control, the Event is cancelled, shortened, delayed, or otherwise altered or changed, Exhibitor understands and agrees that all loss and damages which it may suffer as a consequence thereof are its responsibility and not that of EAST, or EAST's officers, directors, agents, employees or other representatives. Exhibitor understands that it may lose all monies it has paid EAST for exhibit space at the Event, as well as other costs and expenses it incurred, including, without limitation, travel to the Event, setup, lodging, freight, and employee wages.

### **Prohibition of Selling Products & Taking Orders for Show Delivery**

EAST provides exhibit space for exhibitors to display and demonstrate products on the basis of their potential informational and commercial value and not for the purpose of direct commerce. Sales transactions involving the exchange of product for payment are prohibited.

### **Special Visual & Audio Effects**

Audiovisual and other sound and attention-getting devices and effects will be allowed by EAST if EAST determines that they do not interfere with the activities of neighboring exhibitors. Operational equipment used in connection with Exhibitor's exhibit may not create noise levels objectionable to neighboring exhibitors.

### **Use of Space – General**

All marketing and/or sales activities of each Exhibitor must be confined to Exhibitor's allotted exhibit space. Demonstrations in exhibits must be designed to take place and keep the audience within the existing space to allow free access in aisles. Demonstrations using live models are subject to EAST's prior approval. All giveaway items with the exception of items valued at Twenty-Five Dollars (\$25) or less, and the Exhibitor's product must be submitted for approval to EAST at least thirty (30) days prior to the Event's opening day. Unprofessional or other undignified methods of display considered by EAST to be objectionable are expressly prohibited in the exhibit area. EAST reserves the right to adopt and disseminate additional rules and regulations pertaining to the use of exhibit space with which Exhibitor agrees to comply.

### **Hotel Suites & Meeting Rooms**

Exhibitor is prohibited from holding private exhibitions or functions, cocktail parties, hospitality suites, special events, and other functions at any time during the Event. In the event Exhibitor wishes to support a special event during the Event, Exhibitor must receive EAST's prior written approval, which approval may be denied at EAST's sole discretion.

### **Fire Regulations**

Fire regulations prohibit the use of paper, crepe paper, corrugated paper, cardboard, or any other highly combustible or flammable material for decoration of exhibits. All materials used in the exhibit hall must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of local fire authorities. Fire extinguishers on walls, on the floor or elsewhere may not be removed or obstructed in any manner.

### **General**

All matters and questions not covered by this Agreement are subject to the express decision of EAST. The terms of this Agreement and all other rules and regulations applicable to the Event and Exhibitor's exhibit space may be amended at any time by EAST, and all amendments so made shall be equally binding on the Exhibitor and all other exhibitors affected by them. In the event of any amendment or additions to this Agreement and/or other rules and regulations applicable to

the Event and Exhibitor's exhibit space, written notice will be given by EAST to Exhibitor and all other exhibitors that may be affected by them. Without limiting any other rights and legal remedies EAST may have against Exhibitor, in the event Exhibitor does not abide by this Agreement and/or any rules and regulations applicable to the Event and the Exhibitor's exhibit space, Exhibitor's exhibit privileges will be forfeited and, at EAST's discretion, the Exhibitor must immediately vacate the exhibit hall and remove all Exhibitor's property and exhibit materials.

### **Shipping**

Exhibitor is responsible for shipping Exhibitor's exhibits and other associated equipment. All packages must be shipped to the service contractor, whose identification will be available with the Event materials. Exhibitor shall make no shipments directly to the Event hotel because the hotel has limited storage space. The hotel will refuse to accept all such shipments and is not responsible for the storage and safety of shipped materials. Additionally, the hotel will assess a fee for all packages received from Exhibitor, for which fee the Exhibitor is responsible.

### **Set Up and Tear Down**

Exhibitor must abide by EAST's set up and tear down schedule which will be provided by EAST, and which may be amended from time to time by EAST. Unless notified otherwise, Exhibitor must complete the set up and tear down/removal of its exhibit space and all materials within the deadlines published by EAST.

### **Housing & Badge Information**

Housing arrangements for Exhibitor's representatives will be Exhibitor's sole responsibility. Exhibitor, or its representatives, must contact the hotel directly to make hotel reservations. Badge information will be sent to Exhibitor with the Event materials.

### **Canons of Conduct**

Neither Exhibitor nor any representative of Exhibitor shall represent themselves as a spokesperson or representative of EAST to the media or any outside organization except as is specifically requested and authorized by EAST in writing. EAST's name, trademarks and/or logos shall not be used where such could be construed as an endorsement of Exhibitor or any other company, person, product, service, or activity without EAST's express written authorization.

Exhibitor shall protect EAST's confidential information and the confidentiality of communication between EAST and attendees, customers, members, vendors and other persons. Exhibitor shall not copy, distribute, publish, and/or record any of EAST's confidential information or communications including, without limitation, EAST's membership lists, publications, and Event information.

Exhibitor shall not market, sell or promote the products and/or services of Exhibitor to EAST members, Event attendees, and/or other exhibitors except as is incidental to programs, presentations, and displays that are specifically approved for inclusion in the Event.

Exhibitor and all Exhibitor representatives shall conduct themselves at the Event and in all related activities in a manner that contributes to EAST's image as a professional organization and to its credibility in the industry.

### **Continuing Medical Education**

The Exhibitor agrees to abide by all requirements of the 2004 Updated ACCME Standards for Commercial Support: Standards to Ensure the Independence of CME Activities. Wake Forest University School of Medicine and EAST agree to: 1) abide by the 2004 Updated ACCME Standards for Commercial Support; 2) acknowledge educational support from Exhibitor in applicable Event brochures, syllabi, and other materials; and 3) upon request furnish Exhibitor with a report concerning the expenditures of funds provided by Exhibitor.

### **Photography & Television Coverage**

Arrangements for taking photographs and/or television coverage must be made with EAST's designated representative in advance of the Event.

**Acknowledgement**

The undersigned hereby represent and acknowledge that: (i) they read the foregoing Agreement; (ii) they know its contents; (iii) in executing this Agreement they received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement; (iv) they are authorized to execute this Agreement on behalf of the respective named parties; and (v) they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

**EAST**

**EXHIBITOR**

**Eastern Association for the  
Surgery of Trauma**

\_\_\_\_\_  
\_\_\_\_\_

**By:** \_\_\_\_\_  
**Signature**

**By:** \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Print Name and Title**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Wake Forest University Health Sciences  
Wake Forest University School of Medicine  
Office of Continuing Education  
Executive Director: Dr. Michael Lischke**

**By:** \_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name and Title**

**Date:** \_\_\_\_\_