



# American Academy of Pain Management **EXHIBITOR'S CONTRACT**



# 2010

Las Vegas, Nevada • Caesars Palace

# 2009 EXHIBITORS

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4uDoctor	GloStream	Pfizer Inc.
ABC Mecical Billing Consultants	Golden Sunshine USA, Inc	Phamatech, Inc
Advanced Toxicology Network	Guna Inc.	PhaMEDium Services, LLC
Aegis Labs	Harvest Technologies Corp	Physician Owned Surgery Centers
AIT Laboratories	Healthpac Computer Systems, Inc	Physician Partner
Allevia Health, Inc	High Chemical Company	Physicians Rx Network
American Pain Foundation	Kenquest Medical	Power of Pain Foundation
Ameritox	King Pharmaceuticals	Practical Pain Management
AnazaoHealth Corporation	King Pharmaceuticals	Practice Builders
Apollo Physical Therapy Products	LabCorp	Practice Partners in Healthcare
Aspen Medical Products	Lets Talk Pain	PriCara, Division of Ortho-McNeil- Janssen Pharmaceuticals, Inc.
Automated Health Care Solutions	Linear Medical Solutions	PriCara, Division of Ortho-McNeil- Janssen Pharmaceuticals, Inc.
Axiom Worldwide	Lippincott Williams & Wilkins	Purdue Pharma, LP
Boston Scientific	Litecure	Reflex Sympathetic Dystrophy Syndrome (RSDSA)
Calloway Labs	MedFaxx, Inc.	Sierra Tucson
Center for Integrative Medicine	Medtronic	Silver Dream
Cephalon, Inc	Medtox Laboratories	Sore No More
Clinical Science Laboratory, Inc	MicroLight ML830 Laser	SpineMED Cert Health
Currents	MicroPharmacy Corporation	Summit Imaging
Custom Compounding Centers, LLC	Millennium Laboratories	Streamline MD, LLC
Dignostic Instruments, Inc	Multi Radiance Medical	The Apothecary Shops
Dominion Diagnostics	National Fibromyalgia Association	Thermo Fisher Scientific
Dynamic Disc Designs Corporation	NeurogesX, Inc	Tufts University
EBNM, LLC	NCCAM	WritePad/AddisonHealth Systems Inc
Elsevier	NeuroMetrix	Xanodyne Pharmaceuticals
Empi	Nu-Life Technologies	
Endo Pharmaceuticals	OraSure Technologies, Inc	
FirstLine Medical	Pain DX, Inc	
Forest Pharmaceuticals, Inc	Pain Medicine News	
GE Healthcare	Pearson	





Exhibit Contract

2010

Exhibit Dates: September 21 - 23, 2010
Clinical Meeting Dates: September 21 - 24, 2010
Location: Caesars Palace
3570 Las Vegas Blvd. South
Las Vegas, NV 89109

American Academy of Pain Management Contact:
Sheila Miller, Exhibit Manager
13947 Mono Way #A • Sonora, CA 95370
Phone: 209-533-9744 • Fax: 209-533-9750
Email: sheila@aapainmanage.org
www.aapainmanage.org

Exhibit Fee Per 10 x 10 Booth: \$2,250.00
Early Bird Exhibit Fee
10 x 10 Booth 3/26/10: \$1,900.00
20 x 20 Island Booth: \$9,000.00
20 x 40 Island Booth: \$18,000.00
Table and two chairs: YES [ ]

A table and two chairs will be included with each 10 x 10 booth if requested by September 3, 2010.

Additional sizes for Island Booths are available for \$22.50/sq.ft.

Full payment is due upon submittal of application. Early bird discount rate expires on March 26, 2010. Make checks payable to: American Academy of Pain Management.

For companies and nonprofit organizations that gross less than 500k per year please contact the Academy for a reduced rate.

PLEASE PRINT OR TYPE

Company Name
Contact Person
Title
Address
City State Zip
Phone ( ) Fax ( )
E-mail (required) Web
Number of booths required Booth Size (10 x 10, 20 x 20)

Payment:

Enclosed is my check or money order payable to AAPM (US funds only) Total
Please charge to: Visa MasterCard Discover AMEX
Card# Expiration Date
Verification Number

Signature

EXHIBITOR RESPONSIBILITIES

We, the Exhibitor, assume full responsibility and hereby agree to protect, indemnify, defend and save the American Academy of Pain Management, its Board of Directors, and its employees and agents, as well as Caesars Palace and its employees and agents, harmless against all claims, losses, and damages to person or property, governmental changes, or fines and attorney fees arising out of or caused by Exhibitors installation, removal, maintenance, occupancy or use of exhibition, exhibition premises, or a part thereof. In addition, Exhibitor releases the American Academy of Pain Management, its Board of Directors, employees and agents from any loss or damage due to theft, fire, burglary, or vandalism during the exhibition or conference dates. We, the Exhibitor, further agree to provide a copy of our insurance naming the American Academy of Pain Management as an additional insured if the exhibit displays present any non-FDA approved device or technology. Exhibitor agrees to label any such technology or devices as non-FDA approved. We, the Exhibitor, have read and will fully comply with the Exhibitor's Rules and regulations of this contract.

Signature of Authorizing Agent Date

The above signed agrees to pay a \$500 fee should the exhibit space contracted with this agreement get broken down before 3:30 pm on September 23, 2010. The above signed also agrees to submit a 50 word summary to sheila@aapainmanage.org no later than August 6, 2010 or forfeit the opportunity to appear in the attendee program book.



# Exhibit Contract Rules and Regulations

**1. Contract:** The rules and regulations become binding upon acceptance of this contract between the applicant, inclusive of employees and agents, and the American Academy of Pain Management (AAPM).

**2. Application to Exhibit:** The AAPM reserves the right to determine eligibility of an exhibit at the Annual Clinical Meeting.

**3. Cancellation of Exhibit Space:** A written notice of exhibit space cancellation must be sent to the offices of the AAPM, 13947 Mono Way #A, Sonora, CA 95370. **a)** Notices received on or before March 26, 2010 will receive a full refund minus a \$90 administrative fee. **b)** Notices received between March 27 and May 21, 2010 will receive a 50% refund. **c)** No refunds will be made thereafter.

**4. Use of Exhibit Space:** No exhibitor may assign or sublet any portion of their exhibit space to another exhibitor without the written permission of the AAPM.

**5. Exhibit Content:** If the exhibit displays or presents any non-FDA approved devices or technology, exhibitor agrees to provide a copy of their insurance naming the AAPM as an additional insured. Exhibitor also agrees to label any such technology or devices as non-FDA approved.

**6. Rules for Exhibits:** **a)** No combustible materials may be used in the exhibits (i.e. crepe paper, cardboard) and all exhibits must conform to Fire Department Regulations. **b)** Nothing is to be tacked, nailed, screwed or otherwise affixed to the columns, walls, floors, furniture or other properties of the building. **c)** It is the responsibility of the exhibitor to install, or make arrangements to install, the exhibit before the published start of the exhibit hours and to dismantle and remove the exhibit immediately after the published close of the exhibit hours. **d)** Any property shipped to or from the exhibit hall for display at the AAPM's Annual Clinical Meeting is the sole risk and responsibility of the exhibitor. **e)** Exhibits must be staffed at all times during exhibit hours. **f)** No objectionable lights or noises will be allowed in any exhibitor's space. The AAPM reserves the right to remove any objectionable equipment or exhibitor. **g)** The sides of a standard/inline exhibit space may be no higher than three (3) feet so that all vendors are in view. The decision of an AAPM representative regarding this rule is final. **h)** Exhibitors acknowledge and consent to exhibit hall photos, recordings and news releases. **i)** The AAPM reserves the right, without notice, to modify the meeting agenda, hours of exhibition and location of exhibitors should circumstances warrant.

**7. Inspection of Booths:** The Exhibit Manager along with AAPM Meeting Committee Members will inspect each booth prior to the opening of the exhibit hall to ensure that the exhibitor has adhered to the rules and regulations set forth in this document. The Exhibit Manager will inform the exhibitor of any infractions and corrections must be made before the Exhibit Hall opens.

**8. Violations:** In the event of a violation of the exhibit contract and rules by the exhibitor, the exhibitor's employees or agents, the AAPM, at its discretion may ask the vendor to modify its exhibit or vacate the premises. If any exhibitor is requested to leave for violation of rules, the exhibitor forfeits all monies which may have been paid and may not submit a claim for any refund of rental or other exposition expenses. Violations of the exhibit contract and rules may also cause the exhibitor to be barred from future meetings.

**9. Liability:** Exhibitors must return the exhibit space in the same condition that it was received at the time of occupancy. The exhibitor is responsible for all damages to the exhibit space and must read and sign the "EXHIBITOR RESPONSIBILITIES" section of the Exhibitor Contract. Each exhibitor is encouraged to carry insurance for property loss/damage and liability for injury.

**10. Cancellation of Annual Meeting:** Should any situation arise that is beyond the control of the AAPM that prevents the opening of the Annual Meeting, the holding of the Annual Meeting and/or the exhibit portion, the AAPM will not be liable for any expenses or losses incurred by the exhibitor.

**Booth Assignment:** Booth assignments will be made on a first come, first served basis. The Academy reserves the right to make changes in the floor plan at any time.

**Exhibit Booth Description:** The exhibits will be located in Caesars Palace. The size of each exhibit space is 10' x 10'. Included in the cost of the exhibit is: **a)** draping 8' back wall and 3' sides **b)** a 7' x 44" identification sign **c)** security guard services during off hours **d)** 1 complimentary Annual Clinical Meeting registration (this person must be registered with AAPM prior to the meeting) **e)** listing in the meeting program book **f)** discounted hotel costs **g)** discounted price for advertising in the meeting program book **h)** discounted price for mailing list rental **i)** a table and two chairs is included for each 10 x 10 booth if requested by September 3, 2010. A wastebasket is included.

**Exhibitor Badges:** Name, address, title, and telephone for each booth staff member must be submitted to Sheila Miller by e-mail (sheila@aapainmanage.org) September 3, 2010. Exhibitors are allowed up to 15 badges per 10 x 10 booth and 30 badges for island booths. Any badges printed onsite will be an additional charge of \$15. Exhibitors will be allowed access to the hall 30 minutes before opening. Only exhibitors with badges will be allowed into the hall.

**Exhibitor Fees and Terms:** Exhibit space is \$2,250 per 10 x 10 booth and \$22.50 per square foot for island booths. Early Bird Rate for 10 x 10 booths prior to March 26, 2010 is \$1,900 per booth. An exhibitor application must be accompanied by full payment. Full payment of Early Bird Rates is due by March 26, 2010. Limited booth space is available, so submit your application today!

**Exhibitor Registration, Setup and Dismantling:** Each exhibitor must be registered. A list of exhibit personnel, name, address, title, and telephone should be provided to Sheila Miller by email (sheila@aapainmanage.org) no later than September 3, 2010. Exhibitor badges and registration packets will be available at the Academy Registration Desk.

Tradeshow Services will be on site to assist with exhibit set up. You will receive an exhibitor service manual that will describe the services they provide. All exhibits must be set up by 5pm on Tuesday, September 21, 2010 and must be removed by 10 pm on Thursday, September 23, 2010.

**Exhibitor Service Center:** Tradeshow Services will operate an Exhibitor Service Center for exhibitors during installation, exhibit hours and move-out.

**Exhibitor Service Manual:** Electricity, computer, floral, furniture, photography and audiovisual equipment will be available for rental. Order forms will be mailed to each exhibitor in the Exhibitor Service Kit.

**Exhibit Labor:** Tradeshow Services will have skilled labor available for exhibitors requiring this service to install and dismantle their exhibits. The Exhibitor Service Manual will have the necessary order forms and Union Regulations for ordering labor.

**Failure to Occupy Space:** Unless previous arrangements are made in writing with the American Academy of Pain Management, booth space not occupied by the exhibiting company by 5pm, Tuesday 21, 2010 may be forfeited without refund to the exhibitor, and the space may be resold or used by the Academy.

**Food and Beverage:** Exhibitors may disperse food or beverages from their booth but must contract with the official caterer of Caesars Palace. Order forms will be available in the Exhibitor Kit.

**Giveaways:** Customary descriptive product literature, note pads, pens, pencils, and other items may be distributed. However, any giveaway must be of a modest nature. Any giveaway with a value of more than \$25 must be approved by the Academy.

The American Academy of Pain Management logo is trademarked by and is the exclusive property of the association. The Academy logo may not be used in any way by any individual, company or organization without the permission of the Academy. The Academy logo may not be associated with any promotional materials, mailings, giveaways or contests.

**Hall Security:** The official AAPM badge must be worn at all times by exhibitors and attendees in the exhibit hall or in the sessions. Anyone not wearing the proper badge will be asked to leave the hall by the security officers. Security services will be on duty beginning at set-up and after tear-down. No exhibitor, unauthorized staff member or attendee will be allowed into the exhibit hall during these hours. The furnishing of this service is not to be understood or interpreted by exhibitors as a guarantee to them against loss or theft of any kind. In addition, the American Academy of Pain Management does not take responsibility for items left in the Exhibit Hall.

**Notice of Disability:** In compliance with the Americans with Disabilities Act of 1990, the American Academy of Pain Management will make all reasonable efforts to accommodate persons with disabilities at its Annual Clinical Meeting. Please call the Exhibitor Manager with any requests.

**Shipping Information:** Tradeshow Services will provide freight service for this meeting. Conditions including labor regulations and payment for this service will be described in the Exhibitor Service Manual.

**Sales/Order Taking:** The purpose of the Exhibit Hall is to complement the educational agenda of the meeting through displays and demonstrations. Sales and order taking are permitted provided all transactions are conducted in a manner consistent with the professional nature of the meeting. Products for sale must be the exhibitor's own unaltered products. The American Academy of Pain Management reserves the right to restrict sales activities that it deems inappropriate or unprofessional. Exhibitors must comply with all local sales tax requirements.

Exhibitors taking orders or selling at the Academy's Annual Clinical Meeting must adhere to certain business license, sales and tax regulations that vary from state to state. Exhibitors are responsible for making the necessary arrangements with the state of Nevada to adhere with their tax regulations.

**Signage:** Signs and banners within each booth must contain content that is appropriate and professional. The American Academy of Pain Management reserves the right to require any exhibitor to remove signs or banners that it deems inappropriate or unprofessional.