

# CONTRACTUAL CONSIDERATIONS

## Cancellation of Exhibition

If AAOS fails or is unable to fulfill its obligations in providing the opportunity to hold exhibits at the annual meeting, AAOS agrees to promptly return to the exhibitor all monies paid. If this occurs, any agreements made shall be canceled by mutual consent and AAOS shall be relieved from all responsibility.

It is mutually agreed that in the event the AAOS 2010 Annual Meeting is canceled due to disasters, strikes, governmental regulations, or other causes that would prevent its scheduled opening or continuance, then this agreement will be terminated and the AAOS shall determine an equitable basis for the refund of such portion of the exhibit fees as possible, after due consideration of expenditures and commitments already made.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. The Parties agree to the jurisdiction and venue of the Circuit Courts of Cook County, Illinois, or the United States District Court of the Northern District of Illinois, for resolving disputes arising under this Agreement.

## Cancellation of Exhibit Space

Exhibit space assigned to an exhibitor by AAOS will not be released unless AAOS has been notified on a timely basis in accordance with AAOS rules. This notice shall be in writing on company letterhead and shall state that the exhibitor wishes to cancel or reduce its assigned space. Cancellation fees will be charged as outlined on Page 9.

## Compliance with Local Ordinances

Licenses and permits required by local statute, ordinance or regulation (if any) are to be obtained and paid for by the exhibitor. Each exhibitor will be responsible for compliance with local health, fire, and safety ordinances and regulations. All products or services exhibited must comply with all state and local regulations, and with all current FDA regulations for such products and services as highlighted on Page 13. AAOS has no further responsibility to notify the exhibitors that this compliance is required.

## Damage to Convention Center

Exhibitors will be held responsible for any damage done to the convention center by them, their employees or agents. No nails, tacks, or screws may be driven into the floor, wall, or woodwork of the building.

## Disputes

AAOS will not settle disputes between exhibitors regarding trademarks, copyrights or product issues.

## Fire Ordinances

Exhibitors must strictly observe all city, state and federal fire laws. Complete fire safety requirements will be included in the Exhibitor Service Manual. Demonstration areas shall not be placed on the aisle line of an exhibit. Sufficient space within an exhibit area must be left to absorb the crowd. Should spectators interfere with the normal traffic flow in the aisle or interfere with other exhibits, AAOS may, in its sole discretion, require that the demonstration be limited or canceled.

## Indemnity

The exhibitor agrees to indemnify, defend, and hold the American Academy of Orthopaedic Surgeons/American Association of Orthopaedic Surgeons, its official contractors, and the Morial Convention Center, and their respective employees, representatives, agents, successors and assigns, harmless against any and all damages, claims, judgments, losses, costs and expenses (including attorneys' fees) that may at any time be incurred, suffered, sustained by or imposed upon AAOS and/or the Morial Convention Center or their respective employees, representatives, agents, successors or assigns by reason of any action which may result because of or after acceptance of this application or the providing of exhibit space. This indemnification and hold harmless agreement includes, but is not limited to, any and all claims, damages, losses or expenses attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of such property.

## Insurance

Insurance protection will not be afforded to the exhibitor either by AAOS or the Morial Convention Center. Exhibitors shall carry their own insurance to cover exhibit material against damage and loss, and public liability insurance of at least

\$1 million per occurrence and \$1 million aggregate, against injury to the person and property of others.

The exhibitor shall, at its sole cost and expense, procure and maintain through the terms of the contract for exhibit space, workers' compensation insurance in full compliance with all federal and state laws, including any state required limits, governing all of the exhibitor's employees engaged in the performance of any work for the exhibitor.

Policies shall name AAOS as a named additional insured. If requested by AAOS, exhibitor may be required to obtain and furnish AAOS with a certificate of insurance evidencing the required insurance.

## Interpretation of Rules

AAOS in determining whether to accept an application for exhibition space in any subsequent year may consider breaches or infractions of these terms, rules and regulations by an exhibitor in any year. In addition, infractions of the spirit of the rules by exhibitors or potential exhibitors at any time may be considered in determining whether to accept an application from such person or company seeking to exhibit at a future AAOS Annual Meeting.

## Termination or Modification of Display Privileges at Any Time

AAOS reserves the right to terminate or modify the exhibitor's display privileges at any time for a breach of any of these terms, rules and regulations. AAOS will be the sole interpreter of whether a breach has occurred. Such termination or modification may occur during the annual meeting, at which time the exhibitor must agree to close the exhibit upon receipt of a notice of termination and to remove or modify the exhibit from the exhibition hall as soon as possible without disruption of the meeting. Such removal shall be done under the direction of the AAOS Exhibits Manager. Expulsion or modification of an exhibit under this rule shall not give rise to any claim, and there shall be no refund of the fees paid by such exhibitor.

## Use of Certain Property

The exhibitor will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's booth. License agreements for music covered by ASCAP, BMI and other organizations are the sole responsibility of the exhibitor.

## Violation of Rules and Regulations

As a condition for exhibiting, each exhibitor shall agree to observe all policies. The action taken against an exhibitor for violation of rules and regulations will be determined on the basis of the particular circumstances of each case. Some infractions will be communicated in a warning notice that may not result in a violation if in the sole discretion of the AAOS Exhibits Manager it is deemed that corrective measures were completed within a timely fashion and no other parties were negatively impacted. Prior years' warnings and penalties may be taken into account in assessing penalties for the 2010 Annual Meeting. AAOS reserves the right to levy a more severe penalty, including refusal of or termination of the exhibit, at its sole discretion without progressing through each of the following successive steps. In the event of such restriction or eviction, AAOS will not be liable for any refunds on rentals or other exhibit expenses.

For most violations, following are the penalties that will be enforced:

First violation	Loss of 25% of priority points
Second violation	Loss of 50% of priority points
Third violation	Loss of 100% of priority points
Fourth violation	One year suspension of exhibit privileges
Subsequent violations	Company will not be eligible to exhibit at future annual meetings

## Reservation of Right to Make Changes

Any matters not specifically covered herein are subject to decision by the Exhibits Committee and/or AAOS Board of Directors. AAOS reserves the right to make such changes, amendments and additions to these rules as it considers advisable for the proper conduct of the Annual Meeting, with the provision that all exhibitors will be advised of any such changes.