



November 3-6, 2024 • San Antonio

Contract Terms and Conditions for ObesityWeek® 2024

This contract is between The Obesity Society (owner of Obesity Week LLC), 9211 Corporate Boulevard, Suite 300, Rockville, MD 20850 Main Tel: 301-563-6526 and the Exhibitor that completed the contract for exhibit space (hereafter, the “Exhibitor”) for an exhibit booth at ObesityWeek® 2024 at Henry B. Gonzalez Convention Center, 900 E. Market St, San Antonio, TX 78205, in Exhibit Hall 4. Obesity Week, LLC, The Obesity Society, Henry B. Gonzalez Convention Center, its authorized representatives, and GES, are hereinafter referred to as “Show Management.” The term “Exhibitor” means collectively (1) the company or person that applied for exhibit space rental and (2) each of its officers, directors, shareholders, employees, personnel, contractors, agents, and representatives, as applicable.

PAYMENT

Full payment is due before exhibit space is confirmed. First-time exhibitors will be required to pay by ACH by October 15, 2024, or by certified funds if after.

CANCELLATIONS/REFUNDS/REDUCTIONS

All cancellations and reductions in space must be in writing. Cancellation fees are applicable even if the exhibit space subsequently is rented by ObesityWeek® to another exhibitor. Upon cancellation, exhibitor forfeits all booth benefits upon cancellation. Prior to July 14, 2024, exhibitors will be refunded 50% of their total booth space. No refunds will be issued after July 14, 2024. Reductions in space are equivalent to cancellations.

FAILURE TO PAY

It is expressly agreed by the exhibitor that in the event the exhibitor fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his/her use of exhibit space, Show Management shall have the right to reassign the booth location or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper.

In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid for the space reservation, regardless of whether the Show Management enters a further lease for the space involved. Show Management shall not be held liable for any reason whatsoever, and the rental and lease of space to the exhibitor shall be terminated.

ELIGIBILITY TO EXHIBIT

ObesityWeek® reserves the right to determine the eligibility of any company or product to participate in the exhibition hall. Vendors or products not consistent with the mission of ObesityWeek® or its member societies to safely treat or prevent obesity and weight-related bias may be refused space. No firm, organization, or individual not assigned space in the exhibit hall will be permitted to solicit business in any manner during ObesityWeek®.

EVENT CANCELLATION

It is mutually agreed that, in the event of cancellation of ObesityWeek® 2024 due to fire, strikes, destruction or damage of the exhibit hall or facility, acts of war, acts of terrorism, or a declaration of a national emergency by the President, including a pandemic; it is expressly understood and agreed that Obesity Week LLC will determine an equitable basis for a refund. Show Management will not be held liable for any other costs incurred by the exhibitor, other than the cost of exhibit space rental.

SPACE RENTAL & ASSIGNMENT OF LOCATION

Whenever possible, space assignments will be made by Show Management in keeping with the preferences of the exhibitor. SHOW MANAGEMENT RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.

USE OF SPACE, SUBLETTING OF SPACE

No exhibitor shall assign, sublet, or share the space allotted with another business or company unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted. Exhibitors must show only goods manufactured or dealt by them in the regular course of business. Should an article of non-exhibiting company be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint, or trademark under which same is sold in the general course of business. No company or organization not assigned exhibit space will be permitted to solicit business within the exhibit areas.

OPERATION OF DISPLAYS

Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, or display of unsuitable material, are determined by Show Management to be objectionable to the successful conduct of the exposition. Use of so-called "barkers" or "pitchmen" is strictly prohibited.

Demonstrations/Use of Aisles. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Booth Furnishings. Booth space does not include carpet or furniture, and ObesityWeek® requires that all floors be covered by carpet or other approved flooring materials, at Exhibitor Expense. Exhibitor may purchase carpet through the Show Contractor or provide its own carpet or flooring to cover a minimum of 90% of booth space.

Direct Sales. No retail sales of food and beverage items for immediate consumption are permitted within the exhibit area at any time, but orders may be taken for future delivery.

Contests, Drawings & Lotteries. All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the exposition. Exhibitor is fully responsible for complying with all local laws and ordinances.

Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor's booth space. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Live Animals. Live animals are prohibited except in areas deemed appropriate by Show Management.

Models. Booth representatives, including models or demonstrators, must be properly and modestly clothed. Excessively revealing attire is prohibited.

Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Sound and noise may not exceed sixty-five (65) decibels within the booth space.

Copyright Licensing. Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor shall indemnify, defend, and hold harmless Obesity Week, LLC, its directors, officers, employees, and agents, The Obesity Society, Inc., its directors, officers, employees, and agents, Show Management, and the facility from and against all costs, expenses, including attorneys' fees, and liabilities that may be incident to, or arise out of, or be caused by Exhibitor's failure to obtain the requisite license.

INTELLECTUAL PROPERTY:

Exhibitor certifies that it owns or validly possess the rights to display and discuss all patents, copyrights, and trademarks included in its exhibit. No copyrighted music shall be played or sung in the exhibit hall in any fashion (including, but not limited to, background music on video or audio tape presentations) without rights or appropriate licensing. No copyrighted images or miscellaneous materials may be used in any form without rights or appropriate licensing. The exhibitor is solely responsible for obtaining appropriate licenses for material not owned by the exhibitor. The exhibitor shall indemnify the Indemnitees, and shall hold them free and harmless from any and all liability whatsoever for any infringement of or other violation arising out of the use of intellectual property.

EXHIBITOR AUTHORIZED REPRESENTATIVES

Each exhibitor must name one person (the On-Site Contact) to be his/her representative in connection with installation, operation, and removal of the company's exhibit. Such representative shall be authorized to enter such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned, and orderly at all times.

CHILDREN

Children must be accompanied by an adult when in the exhibit hall. Children may only enter the exhibit hall during show hours. Children are NOT to be in the exhibit hall during set-up and dismantle.

INSTALLATION AND REMOVAL

All displays must be fully set up and ready by 5:00 pm on Sunday, November 3, 2024. After that time, set up will be at the discretion of ObesityWeek®, and any applicable expenses will be the sole responsibility of exhibitor. The exhibition will open to conference participants promptly at 6:30 pm on Sunday, November 3, 2024. The dismantling of displays begins at 4:00 pm on Tuesday, November 5, 2024, and ends at 11:30 am on Wednesday, November 6, 2024. Exhibitor may not dismantle or disturb their exhibits until the start of the dismantling period. All exhibitor displays or materials left in booths without instructions will be packed and shipped at the discretion of ObesityWeek® and at the exhibitor's sole cost and expense.

ARRANGEMENT OF EXHIBITS AND FLOORING

Each exhibitor is provided an Exhibitor Service Kit. This kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Service Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. **BOOTH CARPET/FLOORING IS MANDATORY and must be placed prior to the opening of the show.**

BOOTH CONSTRUCTION GUIDELINES

Booth construction guidelines are set forth in the International Association of Exhibitions and Events (IAEE) display rules and regulations. These guidelines are incorporated by reference and made part hereto.

SECURITY

As a courtesy to exhibitors, ObesityWeek® will arrange for perimeter security for the exhibit hall during installation, dismantling, and show days. However, the provision of such security is not a guarantee or indemnity against loss or theft of any kind. Exhibitor shall be solely responsible for safeguarding its materials, equipment, and displays at all times.

EXHIBITOR PLAN REVIEW

First-time exhibitors are encouraged to have their booth plans and layout approved by Show Management. Island or peninsula spaces are required to submit their booth plans at least sixty (60) days prior to the opening of the show. Instructions on submission are included in the Exhibitor Service Kit.

CME RESTRICTIONS

This conference includes a continuing medical education activity accredited by the Accreditation Council for Continuing Medical Education (ACCME) and is subject to all ACCME rules. <https://www.accme.org/accreditation-rules> Product-promotion material or product-specific advertisement of any type is prohibited in or during the CME activity. The juxtaposition of editorial and advertising material on the same products or subjects is not allowed. Promotional activities must be kept separate from the CME activity and are therefore limited to the Exhibit Hall. Promotional materials cannot be displayed or distributed in the education space immediately before, during or after a CME activity. Representatives of the Exhibitor may not engage in sales or promotional activities while in the space or place of the CME activity.

EXHIBITS LAWS & PUBLIC POLICY

Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy regarding individual exhibitor space, materials and/or operation. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his/her exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame-proof. Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will be made available for such purpose. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City and State fire regulations. Independent contractors must conform to IAEM, ESCA and ED&PA guidelines. All exhibit labor must comply with established labor jurisdictions.

STORAGE OF PACKING CRATES & BOXES

Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period, but these, when properly marked, will be stored, and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Because of the lack of storage facilities, it may be necessary to store empty crates and cartons outside the building. Every effort will be made to protect the crates from the elements, but neither Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged at prevailing rates. Crates, boxes, or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. Exhibitors will be billed by Show Contractors for removal time and materials at prevailing rates.

SOCIAL ACTIVITIES

Exhibitor agrees to receive written permission from Show Management before hosting hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars, and any other related activity scheduled by Show Management. Please see Meeting Space Requests and Corporate Sponsored Symposia at <https://obesityweek.org/support/exhibit/> for more information.

LIABILITY

Obesity Week, LLC, The Obesity Society, Henry B. Gonzalez Convention Center, GES, the employees, officers, and their representatives disclaim any and all responsibility for any injury, loss or damage that may occur to the exhibitor, its agents or employees, or its property or products, arising from any cause whatsoever (including from theft, damage by fire, accident, vandalism or other causes), prior, during, or subsequent to the exhibit. Each exhibitor, by signing the application and contract to exhibit, and agreeing to be bound to its terms and conditions, including those detailed in these Rules and Regulations, expressly understands that it indemnifies, releases, and holds harmless Obesity Week, LLC; The Obesity Society; Henry B. Gonzalez Convention Center; and GES and the officers and employees thereof, from any and all claims for loss, injury, or damage.

Exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor. It is required that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury. Exhibitors are advised to remove after closing hours, place in safekeeping or otherwise secure small or easily portable articles of value. Exhibitors are encouraged to insure themselves against property loss or damage, and against liability for personal injury.

EXHIBITOR-APPOINTED CONTRACTORS: PROCESS & INSURANCE REQUIREMENT

Exhibitors must notify Show Management by August 4, 2024, if they will be using an Exhibitor-appointed contractor (EAC) other than GES. All contractors must provide a Certificate of Insurance to Show Management thirty (30) days prior to the meeting as outlined in the Exhibitor Service Kit, in the amount of \$2,000,000 naming Obesity Week, LLC as the additional insured. All EACs shall abide by the terms, conditions, rules, and regulations set forth herein. EACs may not solicit exhibitors. Violation of any rule or regulation may result in the appointed contractor's removal from the exhibit floor.

TERMINATION OF THE RIGHT TO EXHIBIT AND RIGHT TO REMOVE EXHIBITOR'S PROPERTY

ObesityWeek® reserves the right to terminate this Contract or to withhold from exhibitor possession of exhibit space if the exhibitor fails to perform any material term of this Contract. In the event of a default by the exhibitor, exhibitor shall forfeit as liquidated damages the amount paid for the space rental, regardless of whether ObesityWeek® relets the space involved. ObesityWeek® reserves the right to remove from the Exhibit Facility any or all of the property of the Exhibitor should the Exhibitor violate any of the conditions of the Exhibitor's agreement. This right may be exercised without prior notice or hearing.

INDEMNIFICATION

Exhibitor covenants and agrees to indemnify, defend, and hold Show Management and the respective directors, officers, employees, and agents of each of the aforementioned entities harmless from and against any and all claims of liability, damage, or expense, including attorneys' fees, arising from any injury to or death of any person, including Exhibitor's employees, agents, or contractors or any loss of, damage to, or theft of any property, including Exhibitor's. Applicant can be held liable for failure to comply with any of the rules and regulations of the Exhibition, and any laws of the City of San Antonio, State of Texas, or of the United States. Exhibitor agrees to indemnify all members of the Show Management group for all expenses, attorneys' fees, and any judgments awarded, or settlement amounts agreed to. Exhibitor also agrees that Show Management is not responsible for any loss, damage, or theft of or to any property of anyone, including Exhibitor and its employees, agents, or contractors, while in transit to or from the Henry B. Gonzalez Convention Center, while in the Henry B. Gonzalez Convention Center, or otherwise.

INSURANCE CERTIFICATE REQUIREMENT & PROPERTY DAMAGE

Show Management is not a bailee, insurer, or guarantor of the safety of Exhibitor's property and will not be liable for loss of or damage to it. All Exhibitor property is always understood to be under Exhibitor's custody and control. Exhibitors must insure their own property. Exhibitor will maintain, at its sole expense, comprehensive general liability insurance covering bodily injury and death to persons and property damage with minimum per occurrence limits of \$2,000,000 and workers compensation and employer's liability insurance covering all those engaged by Exhibitor to provide services on its behalf with minimum limits as required by the laws of Texas in addition to adequate casualty property coverage for its property. The general liability policy will name Obesity Week, LLC, The Obesity Society, and the Henry B. Gonzalez Convention Center as additional insureds and all rights of subrogation against Exhibition Management must be waived.

CARE OF BUILDING & EQUIPMENT

Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and decor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

AMERICANS WITH DISABILITIES ACT

Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify, defend, and hold harmless Obesity Week, LLC, its directors, officers, employees and agents, The Obesity Society, Inc., its directors, officers, employees, and agents, Show Management, GES, and the facility from and against any and all costs, expenses, including attorneys' fees, liabilities, and damages that may be incident to arise out of, or be caused by Exhibitor's failure to comply with the Act.

OTHER REGULATIONS

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management.

SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.

EXPECTED ATTENDENCE IS AN ESTIMATE BASED ON THE PREVIOUS YEAR. THERE IS NO IMPLICIT OR IMPLIED GUARANTEE GIVEN AS TO THE NUMBER OF ATTENDEES AN EXHIBITOR MAY MEET.

Exhibitor agrees to abide by all terms and conditions governing the exhibition.