

**AMERICAN SOCIETY FOR RADIATION ONCOLOGY  
2012 ANNUAL MEETING EXHIBITOR RULES, REGULATIONS AND POLICES**

The American Society for Radiation Oncology, hereinafter referred to as “ASTRO”, has established the following *2012 Annual Meeting Exhibitor Rules, Regulations and Policies*, hereinafter referred to as “Rules,” to protect the integrity of the technical exhibits, hereinafter referred to as the “Exhibit Hall,” and ensure compliance with laws, codes, ordinances and contracts with the exhibition facility. “ASTRO Show Management” as used herein, shall refer to all officers, employees and contractors acting with authority from ASTRO. It is the responsibility of the official exhibitor representative as indicated on the Application and Contract for Exhibit Space, hereinafter referred to as “Exhibitor,” to ensure that all booth personnel and contractors working on behalf of the Exhibitor adhere to the Rules and conduct themselves in a professional manner.

**1. Purpose**

The purpose of the 2012 ASTRO Annual Meeting, hereinafter referred to as “the Event,” is to further ASTRO’s objectives for the Event by providing a supportive forum utilizing exhibits, educational opportunities, and social networking opportunities.

**2. Eligibility**

“Qualified Exhibitors” are limited to firms, organizations, and agencies whose exhibits promote an awareness of products, technologies, and services that are recognized and approved by ASTRO as being in harmony with and supportive of the objectives of the Event. ASTRO has the sole right to determine the final eligibility and qualification of any firm, organization, agency or product for inclusion in the Exhibit Hall. Rulings of ASTRO shall, in all instances, be final with regard to allowed use of exhibit space in the Exhibit Hall. Only the Exhibitor as identified on the Application and Contract for Exhibit Space that has been approved by ASTRO may exhibit at the Event in the Exhibit Hall.

**3. Exhibit Space Rules**

The Exhibit Hall atmosphere must always be congruent with the educational mission of ASTRO. All booth activities and content must be professional in nature and provide educational information related to the field of radiation oncology.

All exhibit space must be carpeted or covered with an ASTRO approved material. Bare floors in booths are not permitted.

The minimum exhibit space is 10 foot by 10 foot.

**Inline booths** will be provided with 8 foot high backdrop, 36 inch draped side rails and a 7 inch by 44 inch booth identification sign. Hanging signs are not permitted over inline booths. The maximum height of 8 feet is allowed in the rear half of an inline booth and a maximum 4 feet in the front half of an inline booth. No objects or materials that obstruct visibility will be permitted in the front half of an inline booth.

**Corner booths** are inline booths which are open at one end intersecting aisles on two sides. All other guidelines for inline booths apply.

**Island booths** are exposed to aisles on all four sides. An island booth is typically 400 square feet (20 foot by 20 foot) or larger, although an island booth may be configured differently. Exhibitors who wish to construct an island booth are required to submit a rendering of the booth with elevation plan and all necessary measurements clearly indicated, as well as any hanging signage, truss/lighting, suspended product, etc., for ASTRO Show Management’s final approval, by the submission date as stated in the Exhibitor Service Manual. Island booths should be constructed to allow sightlines through the booth to neighboring booths. Any theater presentation or demonstration areas should be set back a minimum of 5 feet from the booth edge and allow adequate room for seating or standing without obstructing any aisles.



Island booths may not exceed 24 feet in height from the floor to the top of any structure or from floor to top of any signage unless approved in writing in advance by ASTRO Show Management. Any structure or signage exceeding the 24 feet height rule will be adjusted by ASTRO Show Management to conform with this regulation at the expense of the exhibiting company. Towers and other components over 16 feet in height will be engineered appropriate to their use and constructed from drawings bearing the stamp of a reviewing structural engineer.

Covered or roofed areas must conform to local fire regulations. The exhibiting company is responsible for any costs related to this requirement. For more information about these regulations that are specific to the Boston Convention and Exhibition Center, download the facility's [Exhibitor Guidelines, Information and Regulations](#).

Island booths may use special lighting. All lighting must be directly over or in the Exhibitor's booth and must not affect the aisle or other booths. Exhibit Hall overhead lighting may be adjusted with advance written permission of ASTRO Show Management and must not affect aisles or other booths in any manner. The Exhibitor is responsible for any and all costs related to this request.

**Two Story booths** must follow the same rules as an island booth and must have a booth rendering with a stamp of a qualified structural engineer attesting to its construction standards. Any company constructing a two story booth must comply with the Boston Convention and Exhibition Center set of specific structure rules. Contact ASTRO Show Management for detailed instructions.

**All ISLAND** booths must complete and submit booth renderings including elevations for ASTRO Show Management approval. Booth renderings must be submitted in a digital format (i.e., a PDF or JPEG file) via the online booth rendering submission process in the Exhibitor Resource Center.

### **Hanging Signs**

Hanging signs will only be permitted for ISLAND booths. Hanging signs may not block the visibility of ASTRO signs or other booths. Hanging digital signs are permitted provided that the images are static in nature and do not flash or move.

The length of the hanging sign is not to exceed 50 percent of the corresponding dimensions of the booth. Example: a single/double-sided sign for a booth measuring 20 foot by 20 foot may not have a sign wider than 10 feet. A four-sided sign in a 20 foot by 20 foot booth cannot be larger than a 10 foot by 10 foot. A circular sign may not have a diameter greater than 10 feet. A triangular sign may not have any side greater than 10 feet.

Signs should be set back 25 percent of the booth's width dimension from the edge line of the booth. Example: The width of a 20 foot by 20 foot booth is 20 feet. The sign should be set 5 feet off of any side of the booth.

All hanging signs must be approved in advance by ASTRO Show Management by the date stated in the Exhibitor Service Manual. All hanging signs must be shipped in advance to the advance warehouse. Signs not received at the advance warehouse will not be installed.

All exhibitors who plan to hang a sign are required to submit detailed floor plans with placement measurements to ASTRO Show Management for approval by the date stated in the Exhibitor Service Manual. Hanging sign renderings must be submitted in a digital format (i.e., a PDF or JPEG file) via the rigging rendering submission process in the Exhibitor Resource Center.

### **Lighting**

Lighting truss may hang at the edge of an island booth provided that all lighting faces in toward the booth and does not affect other exhibitors or aisles. Lighting truss may not hang higher than 24 feet.

Overhead lighting may be dimmed or turned off at the Exhibitor's expense with prior written approval from ASTRO Show Management. Requests may be made on-site at the Exhibitor Service Desk.

#### **4. Local Laws and Regulations**

Exhibitors must comply with all applicable laws and regulations, including rules of the Boston Convention and Exhibition Center. Exhibitors should follow government guidelines under the Americans with Disabilities Act of 1990 when providing access to exhibit space in the Exhibit Hall. The Exhibitor must strictly observe all applicable fire and safety laws and regulations. All electrical wiring and equipment installed must comply with the facility/local Electrical Code and Fire Department Regulations.

#### **5. Height and Non-blocking Display Regulations**

All exhibit display construction designs must conform to the regulations set forth under Section 3, Exhibit Space Rules. Details as to what is allowed for each Exhibitor's booth so as to enable maximum use of the exhibit space without any detrimental effect on neighboring Exhibitors or the Exhibit Hall as a whole is solely determined by ASTRO.

ASTRO shall have full authority for approval or arrangement and appearance of items displayed.

ASTRO, may, at its discretion, require replacement, rearrangement or redecoration of any item or any Exhibitor booth, and no liability shall attach to ASTRO for the costs that may evolve upon Exhibitor thereby.

Exhibitors with special backgrounds or side dividers must make certain that such material is furnished and placed in such a manner as to not be unsightly to Exhibitors in neighboring booths. If such surfaces remain unfinished at the published end of the setup time of the Exhibit Hall, ASTRO Show Management shall authorize the Official Service Contractor to make the necessary finish adjustments and the Exhibitor must pay all charges involved thereby.

#### **6. Electrical Safety**

All wiring on booths or display fixtures within an Exhibitor's booth must meet underwriters' rules and standard fire department inspection applicable under all appropriate state, county, city and Boston Convention and Exhibition Center electrical and fire codes and regulations. This applies to booth construction only and not to pre-wired radio and electronic equipment.

#### **7. Use of Space**

Displays and product/service demonstrations are limited to the confines of the Exhibitor's own booth, as is the distribution of appropriate literature or other approved items. Exhibitors may not distribute, advertise or use any other type of promotion in meeting rooms, areas where education sessions are being held, public areas of the Boston Convention and Exhibition Center or official ASTRO hotels. Violation may result in expulsion from the Exhibit Hall, loss of all priority points earned in 2012 and the exhibitor may be prohibited from participating in future ASTRO events.

Presentations in booths by models and/or demonstrators must be consistent with the professional atmosphere of the Event.

#### **8. Product/Service Display**

Any medical device, pharmaceutical or other type of medical product exhibited must comply with all applicable U.S. [Food and Drug Administration \(FDA\)](#) laws, guidelines and regulations; [Council for Medical Specialty Societies \(CMSS\) Code for Interactions with Companies](#); [American Medical Association \(AMA\) Ethical Opinion on Gifts to Physicians](#); [Advanced Medical Technology Association \(AdvaMed\) Code of Ethics on Interactions with Health Care Professionals](#) and [PhRMA Code on Interactions with Healthcare Professionals](#); [Massachusetts Marketing Code of Conduct](#).

#### **9. On-site Sales by Exhibitors**

Active selling or order-taking by the Exhibitor is NOT permitted at the Event with the exception of books and publications.

#### 10. Location of Exhibit Program

The Exhibit Hall of the 2012 ASTRO Annual Meeting will be held at the Boston Convention and Exhibition Center in Boston, Massachusetts.

#### 11. Booth Assignment Process and Priority Points

To be considered for first-round booth assignments, Exhibitor's Application and Contract for Exhibit Space and 50 percent deposit must be received by **February 24, 2012**. Applications received after this date will be processed on a first-come, first-served basis once first-round booth assignments have been completed.

First-round booth assignments are based on a priority point system. Priority points are used as a guideline for space each company has requested and do not guarantee a booth location. Booth assignments will be made in priority point order. For each Exhibitor's 2012 booth space selection, priority points were calculated based on activity from the previous year (January 1, 2011 - December 31, 2011). To view the priority point criteria used for the 2012 booth space selection process, please refer to the Exhibitor Prospectus or visit our [website](#).

If an Exhibitor exhibited at the 2011 ASTRO Annual Meeting, Exhibitor's priority points will be sent to the exhibitor contact on record. Exhibitor will have the opportunity to review the total priority points earned. Exhibitor must notify ASTRO Show Management of any discrepancies by **February 10, 2012**. If ASTRO Show Management has not been alerted of any discrepancies by this deadline, it is understood that the Exhibitor's priority points total is correct and Exhibitor's booth space selection time will be assigned accordingly. After this deadline, ASTRO is under no obligation to reschedule Exhibitor's appointment time and/or make adjustments to Exhibitor's priority points or booth location.

#### 12. Dates and Hours of Exhibit Installation, Exhibit Open, and Exhibit Dismantling

Hours and dates for installing exhibits, exhibiting and dismantling exhibits shall be those specified by ASTRO. Exhibitors shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibit Hall after the specified conclusion of the dismantling period set by ASTRO.

An Exhibitor shall NOT dismantle any part of its exhibit nor restrict any aisle access in any way before the official published beginning time of Exhibit Hall tear-down/dismantle. Any aisles labeled/marked as FREIGHT ONLY AISLES must remain clear and unobstructed at all times during move-in and move-out.

All exhibits must be fully operational and staffed during the official exhibit hours, as specified by ASTRO.

#### 13. Subleasing of Exhibit Space

An Exhibitor may **not** sublet his exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles **not** manufactured or **sold** by the Exhibitor "actually contracted for the exhibit space," except where said articles are necessary for proper demonstration or operation of the "contracted" Exhibitor's display. In such a case, any manufacturer identification on said article(s) shall be limited to the manufacturer's normal regular article nameplate.

Two or more companies may share booth space only on the condition that the number of 10 foot by 10 foot booths is equal to or greater than the number of companies sharing the booth space. Only the sign of the company whose name appears on the Application and Contract for Exhibit Space may be placed in the booth. Further, the company submitting the Application and Contract for Exhibit Space will be the exhibitor on record and promoted on the ASTRO website, in the Final Program and in other show related materials.

#### 14. Occupancy Default

Any Exhibitor failing to occupy his contracted exhibit space shall **not** be relieved of the obligation of paying the full rental charge of said exhibit space. If said exhibit space is not occupied by the time set by ASTRO for completion of the installation of the displays, said exhibit space shall be taken by ASTRO, and reallocated or reassigned for any such purpose or use as ASTRO may see fit with no release of financial space rental responsibility to originally contracted Exhibitor.

**15. Cancellation or Change of Exhibit Program Dates or Venue**

In the event that the premises in which the Exhibit Hall is to be conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of ASTRO or its agents, the Event and/or Exhibit Hall may be canceled or moved to another appropriate location, at the sole discretion of ASTRO. ASTRO shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of ASTRO. Causes for such action beyond the control of ASTRO shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the Boston Convention and Exhibition Center, municipal, state or federal laws, or act of God. Should ASTRO terminate any Application and Contract for Exhibit Space with any Exhibitor pursuant to the provisions of this section, the Exhibitor waives claims for damage arising from such termination. Refunds of "Paid Exhibit Space Fees," in the event of Exhibit Hall termination or cancellation, shall be made to Exhibitors at the sole discretion of ASTRO and, in any case, will not exceed the amount of each Exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by ASTRO through the date of Exhibitors' notification of Exhibit Hall termination or cancellation or through the completion of Exhibit Hall termination or cancellation processes, whichever is later.

**16. Cancellation by Exhibitor**

In the event of cancellation of Exhibit Booth Space by the Exhibitor, ASTRO shall determine a Cancellation Assessment Charge covering the reassignment of said space, prior services performed, and other damages related to said cancellation, according to the following Cancellation Assessment Charge schedule:

- Before July 31, 2012:** 50 percent of total exhibit booth space rental fee retained by ASTRO.
- On or after July 31, 2012:** 100 percent of total exhibit booth space rental fee retained by ASTRO.

ASTRO must receive notification of the Exhibit Booth Space cancellation by the Exhibitor in writing. Date said written cancellation notice is received by ASTRO will determine the Cancellation Date and the appropriate aforementioned Cancellation Assessment Charge(s). In the event of either a full or partial cancellation of exhibit booth space by an Exhibitor, ASTRO reserves the right to reassign canceled booth space, regardless of any Cancellation Assessment Charge. Subsequent reassignment of canceled space does not relieve the canceling Exhibitor of the obligation to pay the Cancellation Assessment Charge. Appropriate payment of any Cancellation Assessment Charge balance due must be received within 15 days of Cancellation Date as defined above.

**17. Waiver and Indemnification**

- (a) Exhibitor agrees to make no claim of any nature whatsoever against ASTRO and/or J. Spargo & Associates, Inc., and/or, their employees and/or designated representatives ("designated representatives" include but are not limited to agents, members, Official Contractors, Officers, and/or Board of Directors) except for specified claims arising directly from the gross negligence of ASTRO and/or J. Spargo & Associates, Inc., and/or their employees and/or designated representatives acting within the scope of their employment or designated responsibilities, and caused by circumstances under the control of ASTRO and/or J. Spargo & Associates, Inc., and/or their employees, and/or designated representatives. This waiver shall include, without limitations: (i) loss or damage to any property of the Exhibitor by fire, theft, destruction, vandalism, or any other cause, except that said loss or damage is directly attributable to the gross negligence of ASTRO and/or J. Spargo & Associates, Inc., and/or their employees and/or designated representatives; (ii) any injury to the Exhibitor, its agents or employees by any cause, except for such injury directly attributable to the gross negligence of ASTRO and/or J. Spargo & Associates, Inc., and/or their employees and/or designated representatives; (iii) loss or damage to the Exhibitor's business by reason of contracted exhibit space location or the failure to provide the contracted exhibit space for the Event, or by any failure to hold the Event as scheduled, and waiver as to such loss or injury shall not include claims arising from the gross negligence of ASTRO and/or J. Spargo & Associates, Inc., and/or their employees and/or designated representatives; (iv) loss, damage or injury to the Exhibitor's business caused by fire, electrical service interruption or any other interruptive occurrence, and

waiver as to such loss damage or injury shall not include claims arising from the gross negligence of ASTRO and/or J. Spargo & Associates, Inc., and/or their employees and/or designated representatives; and (v) all consequential commercial damages arising out of any aspect of these Rules, and waiver as to such loss, damage, or injury shall not include claims arising from the gross negligence of ASTRO and/or J. Spargo & Associates, Inc., and/or their employees and/or designated representatives.

- (b) The Exhibitor shall indemnify, defend and hold ASTRO and/or J. Spargo & Associates, Inc., and/or their employees and/or designated representatives (“designated representatives” include but are not limited to agents, members, Official Contractors, Officers, and/or Board of Directors) harmless from and against any and all claims, penalties, damages, losses, costs, charges and expenses whatsoever, including reasonable attorney’s fees and costs, arising out of the Exhibitor’s participation in the Event except where such claims are directly attributable to the gross negligence of ASTRO and/or J. Spargo & Associates, Inc., and/or their employees and/or designated representatives, including, without limitation, the following: (i) damage or injury to any person, persons, or property arising from or by reason of the occupation and use of the exhibit space; (ii) acts done or caused to be done by the Exhibitor, its agents, employees, guests, or invitees; (iii) any breach by the Exhibitor of its obligations hereunder; (iv) any loss, damage or destruction to property of the Exhibit Facilities caused by the Exhibitor, its agents, employees, guests, or invitees; and (v) any loss, theft, misappropriation or otherwise, or damage or destruction of any property of the Exhibitor or property of its guests or invitees brought into the exhibit areas.
- (c) Exhibitor hereby agrees to waive the right of subrogation by its insurance carriers to recover losses sustained under its insurance contract including but not limited to real and personal property.
- (d) Exhibitor assumes responsibility and agrees to indemnify and defend the Boston Convention and Exhibition Center and their employees and agents against any claims or expenses arising out of the use of the exhibit premises. The Exhibitor understands that neither the ASTRO and/or J. Spargo & Associates, Inc., and/or their employees and/or designated representatives (“designated representatives” include but are not limited to agents, members, Official Contractors, Officers, and/or Board of Directors) nor their contractors, nor the Boston Convention and Exhibition Center maintain insurance covering the Exhibitor’s property, personnel and Event attendees, and it is the responsibility of the Exhibitor to obtain and maintain such adequate insurance at the Exhibitor’s sole cost and expense.

#### **18. Exhibitor Insurance**

- (a) The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this Agreement, comprehensive general liability insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, arising out of or related to the premises leased by ASTRO and/or J. Spargo & Associates, Inc. Such insurance shall include contractual liability and product liability coverage, with a minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name ASTRO and J. Spargo & Associates, Inc., and/or their employees and/or designated representatives (“designated representatives” to include but are not limited to agents, members, Official Contractors, Officers, and/or Board of Directors), and Boston Convention and Exhibition Center therein as additional insured (with no limitations), and the Exhibitor shall upon request provide ASTRO and/or J. Spargo & Associates, Inc., with a current insurance certificate so indicating. Exhibitor’s Workers Compensation and Occupational Disease insurance shall be in full compliance with all federal and state laws, covering all of Exhibitor’s employees engaged in the performance of any work for Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to, during the Event and from the confines of the Exhibit areas.
- (b) Exhibitor Appointed Contractors (EACs) utilized during the Event shall procure and maintain the proper requested insurance coverage and supply, submit when requested, ASTRO and/or J. Spargo & Associates, Inc., with a properly completed current certificate of insurance as described in the Exhibitor Service Manual. Exhibitor shall indemnify and defend ASTRO and/or J. Spargo & Associates, Inc., and/or their employees and/or designated representatives (“designated representatives” to include but are not limited to agents,

members, Official Contractors, Officers, and/or Board of Directors), and Boston Convention and Exhibition Center for any claim where Exhibitor's EAC failed to procure, maintain and/or provide proof the requested insurance coverage.

#### **19. Installing, Exhibiting, and Dismantling Labor Policy**

Exhibitors shall utilize proper authorized labor for exhibit installation services during move-in, exhibit operation services during open hours, and exhibit dismantling services during move-out according to the official policies/union agreements of ASTRO, Facility Management, Official General Services Contractor, other Official Contractors, and all applicable state and local laws. Exhibitors planning to build special displays should employ union display companies in their fabrication, carpentry and electrical work.

#### **20. Damage to the Boston Convention and Exhibition Center**

An Exhibitor is liable for any damage caused by the Exhibitor, and/or their employees, and/or designated representatives ("designated representatives" to include but is not limited to agents, members, Official Contractors, Officers, and/or Board of Directors) to the Boston Convention and Exhibition Center, property, including but not limited to building floors, walls, or columns, or to facility-owned equipment, or to other Exhibitors' property.

An Exhibitor and/or their employees, and/or designated representatives may not apply paint, lacquer, adhesive, or other coatings to the Boston Convention and Exhibition Center, including but not limited to building floors, walls, or columns, or to facility-owned equipment, or to standard booth equipment, or to another Exhibitors' property.

#### **21. Floor Loading**

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of any exhibit area. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute floor load of the exhibit material and products in conformity with the maximum floor load specifications of the Boston Convention and Exhibition Center.

#### **22. Distribution of Food and Beverage**

All food/beverage items to be distributed from an Exhibitor's booth must be purchased through the exclusive Boston Convention and Exhibition Center caterer. The distribution of popcorn and peanuts are not permitted in the Exhibit Hall. Any exhibitor distributing food and/or beverage from their booth is responsible for proper maintenance of the booth and surrounding area. Those Exhibitors must order Porter Service through the Official Service Contractor. Trash left in the aisles as a result of an Exhibitor give away will result in the removal of the trash at the Exhibitor's expense.

#### **23. Distribution of Giveaways**

In 2010, ASTRO signed on to a voluntary code for medical specialty societies that was drafted by the Council of Medical Specialty Societies (CMSS). This code, entitled the "Code for Interactions with Companies," drew upon on a number of existing codes including those developed by PhRMA, AdvaMed and the AMA and was designed to ensure that societies' interactions with companies are independent and transparent.

The CMSS Code states that societies may only permit exhibitor giveaways that are educational and modest in value (Section 5.4.2). By matching our giveaway policies with the CMSS Code, it is our intent to place all exhibitors on an even playing field and provide attendees with a meeting experience focused on education. ASTRO Show Management reserves the right to ask any exhibitor to cease distributing items that do not meet the CMSS Code.

The following exhibitor giveaway items are permitted in the Exhibit Hall:

Textbooks, patient or provider decision support tools, DVDs or CDs with educational material on them, anatomical models, pens and notebooks.

The following exhibitor giveaway items are NOT permitted in the Exhibit Hall:

Tote bags, golf/tennis balls, hats, t-shirts, music CDs, coupons for personal services such as massages, gift certificates, mugs and watches.

While the CMSS Code does not speak to whether giveaways can have a corporate logo on them, a number of the other codes do restrict logo use on giveaways.

Each company is responsible for understanding and following the specific requirements of any code they have signed on to, the policies within the CMSS Code and any state and federal laws pertaining to pharmaceutical and medical device manufacturer conduct.

*AdvaMed Code of Ethics on Interactions with Health Care Professionals*

[www.advamed.org](http://www.advamed.org)

*American Medical Association (AMA) Ethical Opinion on Gifts to Physicians*

[www.ama-assn.org/ama/pub/physician-resources/medical-ethics/code-medical-ethics/opinion8061.shtml](http://www.ama-assn.org/ama/pub/physician-resources/medical-ethics/code-medical-ethics/opinion8061.shtml)

*CMSS Code for Interactions with Companies*

<http://www.cmss.org/>

*PhRMA Code on Interactions with Healthcare Professionals*

[www.phrma.org](http://www.phrma.org)

*Massachusetts Marketing Code of Conduct*

<http://www.mass.gov/eohhs/provider/licensing/programs/pharm-code-of-conduct/background-information-about-the-code-of-conduct.html>

#### **24. Alcoholic Beverages**

The dispensing, distribution or use of alcoholic beverages in the Exhibit Hall by the Exhibitor, and/or their employees, and/or designated representatives (“designated representatives” to include but is not limited to agents, members, Official Contractors, Officers, and/or Board of Directors) is prohibited without the expressed prior written approval of ASTRO Show Management.

#### **25. Flammable Materials**

No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations, may be located in or used in any exhibit booth.

#### **26. Flashing Lighting, Noise and Odors**

Flashing or glaring lights, noisily operating displays, and/or exhibits producing objectionable odors will not be permitted in the Exhibit Hall. Sound equipment may be used in the Exhibitor’s booth provided that the noise level does not disrupt the activities of neighboring exhibitors. Exhibitors using audio systems should direct the sound into their booth and not toward the aisles or neighboring booths. Sound levels should not exceed 65 decibels. ASTRO shall have sole discretion in determining what is noisy, obstructive and/or objectionable and take such action as they deem appropriate.

#### **27. Music**

Any Exhibitor using music must ensure that proper licensing fees have been paid to the appropriate agency, i.e., ASCAP, BMI, etc., by said Exhibitor. ASTRO is not responsible for any licensing fees for music played in Exhibitor’s booth.



### **28. Obstruction of Aisles or other Exhibitors' Booth(s)**

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to any other nearby or adjacent Exhibitor's booth shall be suspended by the Exhibitor totally or for any specific periods as specified solely at the discretion of ASTRO.

### **29. ASTRO Annual Meeting Admittance Policies**

Admittance policies to the Event and the Exhibit Hall shall remain, at all times, the prerogative of ASTRO, and may be revised or amended to suit unforeseen conditions as solely determined by ASTRO.

### **30. Exhibitor Booth Personnel Badging/Credentialing**

Exhibitor Booth Personnel are full-time permanent employees of the "contracted" Exhibitor engaged in the actual display operation, demonstration, or promotion of the "contracted" Exhibitor's product or services within the Exhibitor's booth. Exhibitor Booth Personnel shall wear official "Exhibitor" identification furnished by ASTRO at all times while they are in the Exhibit Hall. All other Exhibitor "temporary employees" and/or designated representatives ("designated representatives" to include but is not limited to agents, members, certain Official Contractors, EAC contractor personnel, Officers, and/or Board of Directors) must register as Event attendees or as otherwise determined by ASTRO, unless other arrangements have been made with and approved in advance in writing by the ASTRO.

All Exhibits must have properly badged Exhibitor Booth Personnel present in the Exhibit Booth during the official Exhibit Hall hours.

ASTRO reserves the right to restrict or limit the number of Exhibitor Booth Personnel credentials issued and to determine if any "fees" are to be charged.

Each Exhibitor, whose exhibit space is paid in full, shall receive four (4) complimentary exhibit booth personnel badges for every 10 foot by 10 foot of purchased booth space. Additional booth personnel badges are available for purchase at the following rates:

On or before September 21, 2012: \$175 per badge

After September 21, 2012: \$225 per badge

No refunds will be issued for purchased booth personnel badges.

An exhibit booth personnel badge entitles the holder to admittance into the Exhibit Hall only. Exhibitors may attend educational sessions on a space available basis. However, they do not receive continuing medical education credits for sessions attended or the registration materials. Exhibitors who would like to receive continuing medical education credits and the registration materials must register as an attendee.

### **31. Exhibitor Housing**

#### **Exhibitor Housing Process**

Exhibitors are encouraged to make hotel reservations through the ASTRO Exhibitor Housing Center. Only exhibitors who have submitted a signed contract and received their assigned booth number are eligible to request housing via the ASTRO Exhibitor Housing Center. Exhibitors requesting a room block must submit their housing request online via the exhibitor housing website. **General exhibitor housing officially opens on May 16, 2012, at 1:00 p.m. Eastern time** and is assigned on a first-come, first-served basis, subject to hotel availability.

Each confirmed exhibitor is guaranteed one (1) room at one of the premier hotels. A list of premier hotel is available on the exhibitor housing website. This room shall be included in the overall block requested.

Please note that ASTRO only blocks rooms for the nights October 27, 28 and 29, 2012. To reserve specific nights outside of these dates, names must be provided for the individual reservations within the exhibitor room block. Please refer to the Exhibitor Rooming List section for details.

ASTRO reserves the right to amend and/or deny an exhibitor housing request.

### **2013 Booth Discount and Housing Priority Points**

Exhibiting companies who utilize the ASTRO Exhibitor Housing Center to secure hotel rooms during the 2012 Annual Meeting receive 25 housing priority points and a 7 percent (7%) discount off of the square footage rate for exhibit space for the 2013 Annual Meeting, (“booth space discount”). This 7 percent (7%) discount does not apply to island, corner and second level rates.

To be eligible for housing priority points and the booth space discount, the following conditions must be met:

- A minimum of one room per every 100 square feet of exhibit space must be secured via the exhibitor housing room block.
- Rooms must be secured via the exhibitor housing website. Exhibitors who secure rooms via the attendee housing website or any other method other than the exhibitor housing website are not eligible to receive housing priority points and the booth space discount.
- If any Exhibitor elects not to exhibit at the 2013 Annual Meeting, it is understood that this booth discount shall be forfeited and shall not be applied to any purchase of exhibit space at a future Annual Meeting or other ASTRO event.

### **Exhibitor Housing Contact**

An exhibitor requesting a room block must designate an exhibitor housing contact who is responsible and has the authority for managing their exhibitor housing block. All communication regarding the exhibitor’s room block will be sent to the exhibitor housing contact.

### **Exhibitor Housing Confirmation and Contract**

The exhibitor housing contact provided at the time the room block is reserved will be issued an exhibitor housing contract to confirm the room block requested. The exhibitor housing contract must be returned within five (5) days of issuance to confirm the requested room block. If the exhibitor housing contract is not returned within (5) days of issuance, ASTRO shall release any rooms being held for that company back into general inventory for resale.

### **Exhibitor Rooming List**

Exhibitors with a signed housing contract may go online and assign names to the hotel rooms being held for their company beginning May 16, 2012. The rooming list with exhibitor names and arrival/departure dates is due on September 14, 2012. After September 14, 2012, you may make changes to your existing reservations until 5:00 p.m. Eastern time on October 12, 2012. Rooms not assigned with a name by September 14, 2012, shall be released back into general inventory for resale. Subject to Exhibitor Room Block Modification and Cancellation section below, the exhibitor understands that they are still financially responsible for rooms that are released as stated per the terms under the Exhibitor Room Block Attrition section below.

### **Exhibitor Room Block Deposit**

All hotel reservations require a credit card to guarantee the reservations within the exhibitor room block. When guaranteeing reservations by credit card, exhibitors shall have the option to use one company credit card for the entire room block or provide an individual credit card for each reservation within the exhibitor room block. When guaranteeing reservations by check, the check must be made payable to the exhibitor’s assigned hotel(s) and sent to the ASTRO Exhibitor Housing Center.

### **Exhibitor Room Block Modification and Cancellations**

Exhibitors may make changes to their room block or cancel their room block in its entirety provided written notification is sent to ASTRO Housing at [astrohousing@jspargo.com](mailto:astrohousing@jspargo.com) on or before September 14, 2012. Exhibitor is responsible for the room block specified in the contract unless modified via this approved process.

### **Individual Reservation Cancellation and No Shows**

To avoid cancellation penalties from the hotel, cancellations for individual reservations must be made at least seven (7) days prior to the guest's scheduled arrival date. The hotel will assess a one night's room and tax penalty for cancellations received within seven (7) days of the scheduled arrival date and no shows.

### **Exhibitor Room Block Attrition**

Exhibitors are required to maintain 85 percent (85%) of their final exhibitor room block. Should the total number of actual rooms utilized be less than 85 percent (85%) of the final exhibitor room block, the exhibitor shall pay ASTRO the difference between 85 percent (85%) of the final exhibitor room block less the number of room nights actually utilized. All fees shall be calculated using the net single room rate. In instances where these payments are not satisfied, it is understood that the exhibitor may be subject to forfeiture of all priority points earned in 2012 and denied participation in future ASTRO events until all financial obligations are successfully met.

### **Transferring Exhibitor Room Block**

An exhibitor room block cannot be transferred to any other party.

### **Exhibitor Housing Amendment**

ASTRO reserves the right to amend and/or change the exhibitor housing policy and any of the rules, regulations and policies in the Rules at any time. Please refer to our [website](#) for the most current version of the Rules.

## **32. Photography and Videotaping**

Only the Official Show Photographer may take photographs in the Exhibit Hall. Picture taking at any time other than by the Official Show Photographer is prohibited. Exhibitors may photograph or video activity of their own products within the parameters of their own booth. ASTRO Show Management must approve any live feed videos in advance of the Event. Please refer to Section 33, Media, for additional information on media approval.

All use of photography/video outside of the Exhibit Hall is expressly prohibited. No one but the Official Show Photographer is permitted to take video or photos anywhere in or on Boston Convention and Exhibition Center property.

Exhibitors found in violation of ASTRO's photography policy may be expelled from the Exhibit Hall, may lose all priority points earned in 2012 and the exhibitor and may be prohibited from participating in future ASTRO events.

## **33. Media**

If you plan to have local or national press coverage of your booth during the Event, you must first obtain prior written approval from the ASTRO Communications Department. No outside press conferences are allowed during the hours of 6:30 a.m. and 6:00 p.m. during the Annual Meeting. Organizations planning off-site media activities are encouraged to coordinate with ASTRO's Communications Department to ensure they do not conflict with ASTRO sponsored activities. Please contact Beth Bukata, Director of Communications, at 703-839-7332 or [bethb@astro.org](mailto:bethb@astro.org) for press approval.

When approved and accompanied by an ASTRO appointed escort, members of the Media may videotape or mechanically record the Exhibit Hall. Photography of the general Exhibit Hall is allowed though photographing a specific booth requires permission from that company being photographed.

#### **34. Entertainment**

The use of music, dancers or mimes, or other entertainment similar to this in nature is not permitted in the Exhibit Hall. Costumed characters may be used for demonstration purposes within an exhibit but may not leave that individual Exhibitor's booth space parameters to drive traffic to the booth and/or pass out information or take "polls." Violation may result in expulsion from the Exhibit Hall, the loss of all priority points earned in 2012 and the exhibitor may be prohibited from participating in future ASTRO events.

#### **35. Promotional Activities and Distribution of Printed Material**

Promotional activities, the distribution of product promotion material, product specific advertisement and other types of exhibitor collateral is strictly limited to within the Exhibitor's booth in the Exhibit Hall. Exhibitor promotional activities and/or materials cannot be displayed or distributed in any meeting rooms or public areas in the Boston Convention and Exhibition Center and official ASTRO hotels, including the education space where the Event is taking place, and within a fifteen mile radius of the Boston Convention and Exhibition Center. This restriction also applies to the placement of signs. Violation may result in expulsion from the Exhibit Hall, loss of all priority points earned in 2012 and the exhibitor may be prohibited from participating in future ASTRO events.

#### **36. ASTRO Logo Use**

The name American Society for Radiation Oncology, the acronym ASTRO and the ASTRO logo are registered trademarks of the American Society for Radiation Oncology. Use of the aforementioned in conjunction with advertisements, endorsements, promotional materials, statements, contests and/or awards is strictly prohibited.

#### **37. ASTRO Annual Meeting Show Logo**

Exhibitors may be able to use the ASTRO Annual Meeting show logo provided that advance written permission is received from ASTRO. If you would like to use the ASTRO Annual Meeting Show logo or have questions regarding ASTRO's logo usage policy, please contact [permissions@astro.org](mailto:permissions@astro.org).

#### **38. Non-compete Events**

Exhibitor agrees not to promote or hold any "events" or "gatherings" of "potential or actual attendees" of the Event in competition with and/or during the official ASTRO Annual Meeting "open hours" as follows:

|                        |                       |
|------------------------|-----------------------|
| Sunday, October 28:    | 7:45 a.m. - 6:15 p.m. |
| Monday, October 29:    | 8:00 a.m. - 6:15 p.m. |
| Tuesday, October 30:   | 8:00 a.m. - 6:15 p.m. |
| Wednesday, October 31: | 8:00 a.m. - 6:15 p.m. |

Exhibitors wishing to host function in conjunction with the Event must first obtain approval. To obtain approval, you submit the Function Approval and Space Request Form and pay any processing fees for consideration. For more information, please visit our [website](#).

#### **39. Waiver of Rights**

Any rights of ASTRO under this Agreement shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of ASTRO.

#### **40. Relocation of Exhibits (totally or individually) and other Floor Plan Revisions**

ASTRO retains the exclusive right to revise the Exhibit Hall floor plan(s) and/or relocate any assigned Exhibitors as necessary for the betterment of the Event as determined solely by ASTRO. Exhibitors who change the size of their exhibit space are not guaranteed the originally assigned location and may be subject to relocation. While every effort will be made to ensure that your company has the best booth space possible, ASTRO does not guarantee that your company will not be placed next to a competitor exhibitor.

## **41. Federal, State and Local Regulations**

### **Fire Regulations**

All ASTRO exhibitors must adhere to all guidelines set by the Boston Convention and Exhibition Center fire prevention and safety regulations.

### **Fire Marshal**

Exhibitors, Official Service Contractors, EACs and Show Management must comply with all federal, state and local fire and building codes that apply to public assembly facilities. Depending on the type of event, show schedule, the number of attendees or use of pyrotechnics, some events may be required to have additional standby fire personnel on duty during show hours at Show Management expense. Special event permits for exhibits, tents, lasers, open flame, pyro or special requests are required and will be reviewed by the Fire Marshal. Contact ASTRO Show Management for these permit applications.

The Boston Convention and Exhibition Center Fire Marshal's Office and the Boston Fire Department reserve the right to make any final decisions regarding the outlined requirements. Prior to the show opening, the Fire Marshal may inspect the booths to ensure these requirements are met. If they are not, adjustments can be costly, and if a booth imposes a significant fire hazard, it will be prohibited from exhibiting.

### **Gas Cylinders**

All gas cylinders must be securely fastened to a carriage or to a fixed location at all times and may be subject to Fire Marshal review.

### **Vehicles on Display**

Vehicles on display must adhere to the rules of the Boston Convention and Exhibition Center and Boston Fire Department.

### **Food and Drug Administration (FDA) Compliance**

Any medical device, pharmaceutical or other type of medical product exhibited must comply with all applicable FDA laws and regulations, including, without limitation:

- (1) FDA's restrictions on the promotion of investigational and non-approved drugs and devices.
- (2) FDA's prohibition on the promotion of approved drugs and devices for unapproved uses.

Exhibitors who have questions regarding medical product promotion should contact the FDA at 301-443-1544. Each exhibitor is solely responsible for compliance with the FDA rules and regulations, which can be found at <http://www.fda.gov/default.htm>.

### **Americans with Disabilities Act - ADA**

The Boston Convention and Exhibition Center is in compliance with the ADA regulations. Exhibiting companies are responsible for compliance with the ADA within their exhibit. Failure to comply with the ADA is a serious matter and may involve litigation or fines.

## **42. Amendment and Additions to Rules**

Any matters not specifically covered by the Rules shall be subject solely to the decision of ASTRO. ASTRO may, at any time, amend or add further rules and regulations to these existing Rules, and all amendments and/or additions made shall be binding on all Exhibitors equally along with the foregoing Rules.

#### **43. Agreement to Rules and Regulations**

The Exhibitor, for himself or itself, his or its full time employees, or “designated representatives” (“designated representatives” to include but is not limited to agents, part time personnel, certain Official Contractors, EAC contractor personnel, Officers, and/or Board of Directors), agrees to abide by the foregoing Rules and those provided in the Exhibitor Prospectus and Exhibitor Service Manual, and by any amendments and additional rules that may be put into effect by ASTRO.