



AGS 20th ANNUAL MEETING

NAPLES GRANDE BEACH RESORT | MARCH 4-7, 2010

2010 Annual Meeting Tabletop Exhibits

Agreement of General Terms

March 4-7, 2010

The American Glaucoma Society (AGS) provides opportunities for companies to display products, publications, and services which are deemed applicable to the field of ophthalmology. **AGS RESERVES THE RIGHT TO ACCEPT OR REJECT, IN ITS SOLE DISCRETION, ANY REQUEST TO EXHIBIT, AND TO DETERMINE THE ELIGIBILITY OF ANY PROPOSED EXHIBIT.**

Rules and Regulations

If any exhibiting company fails to observe the policies, terms, rules and regulations outlined in this agreement or are deemed by AGS to have engaged in unfair or deceptive practices in connection with the exhibit, AGS reserves the right to terminate the exhibit onsite without refunding fees and to refuse assignment of space for future AGS meetings.

Exhibit Booth

The primary purpose of tabletop exhibits is for disseminating information and displaying products that can easily fit on a 6' x 30" tabletop display. The maximum height of products and display materials may not exceed 10', nor can they wrap around to produce any type of sidewall. All exhibits are subject to show site review and modification where necessary, at the exhibitor's expense. Entertainment, food, alcohol and raffles are prohibited.

Exhibit Setup/Tear Down

Exhibits must be setup and tear down as follows:

- **SETUP:** Wednesday, March 3, 2010 3:00 p.m. - 8:00 p.m.
- **TEAR DOWN:** Sunday, March 7, 2010 after 10:30 a.m.

Exhibit Hours



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Exhibits must remain set up and available for viewing during the following hours:

- Thursday, March 4, 2010 7:00 p.m. – 5:30 p.m.
- Friday, March 5, 2010 7:00 a.m. – 6:00 p.m.
- Saturday, March 6, 2010 7:00 a.m. – 6:00 p.m.
- Sunday, March 7, 2010 7:00 a.m. – 10:30 a.m.

Products/Services Displayed

Exhibitors may display only products and services that they regularly manufacture or sell, and must submit in writing on the reservation form, a list of all products/services to be displayed. At the request of AGS, an exhibitor shall remove any product, publication or service included in the displays which are deemed inappropriate.

Selling of Products and Services

The purpose of the exhibits is to further the education of meeting attendees through product and service 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. No signage or advertising of products pricing will be allowed. PRODUCTS FOR SALE MUST BE THE EXHIBITORS' OWN UNALTERED, MARKETED PRODUCTS, AND THE PRODUCTS OR SERVICES MUST BE PERTINENT TO THE ATTENDEES' PROFESSIONAL INTEREST. The American Glaucoma Society (AGS) reserves the right to restrict sales activities that it deems inappropriate or unprofessional

Safety Restrictions

All display materials and contents must conform in all respects to applicable safety, health and fire codes in addition to the rules of the Hotel. All materials used within the display, for decoration, or any displayed products shall be flame retardant. Bio-hazardous materials are prohibited. Safety and fire exits and booth-related equipment must be left accessible and in full view at all times. Any operational lasers must confirm to appropriate safety precautions. No unshielded laser beam delivery is permitted anywhere within the display, and must be fully housed with wavelength absorbent materials. The AGS reserves the right to prohibit or require the removal of any display,



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exhibit, parts of a display, or products that it deems not suitable, unsafe, not in accordance with these regulations, or not acceptable with professional ethics as determined by the AGS.

Sales and Giveaways

Giveaways are permitted. Sales are permitted provided that transactions are conducted in an appropriate professional and business-like manner. AGS reserves the right to restrict sales activities that it deems inappropriate or unprofessional. Entertainment, food, alcohol and raffles are prohibited.

Assignment of Space

AGS reserves the right to assign all tabletop exhibit space onsite at the meeting. Exhibitors may request not to be placed adjacent to a particular company if this request is made directly to the Meetings Manager (ags@aao.org) by February 13, 2010. The Meetings Manager will make reasonable efforts to assign exhibit space away from the company indicated, but guarantees cannot be made.

Programs

One copy per company of the *AGS Meeting Program and Marketing/Product Guide* will be available to be pickup by a registered representative at the AGS Meeting Registration Desk.

Care of Facility

Exhibitors may not install any permanent fixtures or deface the building, and, upon conclusion of the show, must leave the exhibit space in the same condition as it was received.

Security and Insurance

Neither AGS nor the hotel can assume responsibility for loss of, stolen or damage to, exhibitors' property. Exhibitors are encouraged to take security precautions to protect their own property.



Each exhibitor carries the responsibility of maintaining adequate insurance coverage against injury to persons, damage to or loss of property and inability to meet its obligations outlined in this Agreement.

Display of Non-FDA Approved Drugs and Devices

Any investigational product that is graphically depicted within the exhibit must: (1) contain only objective statements about the product; (2) contain no claims of safety, effectiveness or reliability; (3) contain no comparative claims to other marketed products; (4) be accompanied by directions for becoming an investigator and a list of investigator responsibilities; (5) contain the statement "Caution-Investigational Device-Limited to Investigational Use" in prominent size and placement; and (6) not be sold, or be the subject of order taking, until approved. Signage that is easily visible is to be placed near the devices themselves and on any graphics depicting the device stating clearly any FDA limitations on its use.

Liability

AGS will bear no liability for personal injuries or property loss or damage to an exhibitor, its employees, contractors or business invitees, regardless of the cause, unless such injury or damage results from the gross negligence or intentional wrongful acts of AGS.

Each exhibitor, in reserving space, agrees to indemnify, defend and hold harmless AGS from any and all claims, liability, damages or expenses (including attorney's fees) asserted against them or incurred by them as a result of, in connection with, or arising from any loss of or damage to property, or injury to persons resulting from, arising out of, or in any way connected with the negligence or wrongful acts or omissions of the exhibitor or its agents or employees, contractors, or business invitees, or for breach or nonperformance of any provision of this Agreement.

AGS shall in no event be liable to an exhibitor for any direct or consequential damages, and exhibitors understand and agree that the sole liability of AGS to the exhibitor will be a refund of any amount paid by the exhibitor.

All exhibits must be in compliance with all local, state and federal statutes, ordinances, rules, orders and regulations which are in force or applicable during the meeting, including without limitation, the Americans with Disabilities Act of 1992, and as amended.

Publicity and Advertising



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Exhibitors may not use the name of the American Glaucoma Society (AGS), or any of its symbols, logos, or trademarks in any manner representing that the exhibitor or its products or services are approved, endorsed, associated or affiliated with AGS.

AGS prohibits the solicitation of any program speaker or registrant, for the distinct purpose of securing interviews or manuscripts. Exhibitors who violate this rule will be asked to leave immediately.

Physician Sponsorship

Any physician attendee to the AGS Annual Meeting presenting a paper, poster or workshop must disclose any and all financial interest or relationship with the manufacturer(s) of any commercial product(s) and/or provider(s) of commercial services discussed in an education presentation at the time of abstract submission on the Financial Interest Disclosure site and at the time of actual presentation. Any financial interests of the physician will be printed in the final meeting program, and must be disclosed as part of the presentation by the physician. Corporate support of any individual physician's participation in the AGS Annual Meeting by means of travel awards, honorariums, educational grants, reimbursement of expenses, or gifts is allowable, but must be disclosed by the physician according to these guidelines.

Shipping Instructions

Detailed shipping instructions will be provided before the meeting by the AGS - please visit the AGS website. All freight charges must be PREPAID.

No Smoking Policy

It is the policy of the American Glaucoma Society to prohibit smoking in all meeting and exhibition areas. Your cooperation is appreciated.

Photography and Taping of Exhibits and Program Policy

Attendees wishing to photograph or videotape a technical exhibit must secure permission from the exhibiting company before doing so. No portion of a scientific program may be photographed, audio-taped or videotaped without the express written consent of the AGS Program Committee and/or Executive Committee.



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Badges

Each exhibiting company receives two (2) complimentary badges that allow entrance to the scientific meeting as space permits and all social events and meals. A maximum of two (2) additional representatives may be registered at the non member registration. Providing names of company representatives and pre-registering will ensure that badges are prepared in advance and available at the AGS meeting registration desk. There are no refunds or credits. Note: Corporate Supporters are awarded a specific number of badges according to their level of support.

Contract

The Exhibitor online registration form is considered complete when submitted with the following:

- Approval of this Agreement and General Terms for Tabletop Exhibits
- Completed reservation form
- Payment in full - by credit card, check or draft in United States of America dollars (U.S.\$) payable to AGS

Cancellations

Notification of an exhibitor's decision to cancel exhibit space must be submitted in writing to AGS. Refunds less \$500 administrative fee will be made if exhibit is cancelled after January 4 and prior to February 10, 2010. There will be no refunds after February 10, 2010, for cancellation of exhibit space. Sub-leasing of exhibit space is NOT permitted. Two companies may not share the same leased space.

Electronic Signature/Acceptance of this Agreement and General Terms for Tabletop Exhibits means that the exhibitor has read, understood and agreed to be bound by all of the policies, terms, rules and regulations governing the display of products, publications or services at this meeting. Any matters not specified in this agreement shall be resolved in the sole discretion of the Meetings Manager.