



## Contract/Conditions/Rules & Regulations for the 2023 DIA Global Annual Meeting

This Application & Contract (the "Contract" or the "Application & Contract") to participate as a live exhibitor in the DIA 2023 Global Annual Meeting ("Event") at Boston Convention and Exhibition Center in Boston, Massachusetts ("Facility"), June 25-29, 2023, including but not limited to move-in and move-out dates ("Event Dates") shall become effective when it has been submitted by the exhibiting company ("Exhibitor") and accepted by Drug Information Association, Inc. ("DIA"). The Exhibitor acknowledges and agrees that the Event shall be a hybrid meeting with individuals participating at the Facility and on-line. The individual signing this Application & Contract represents and warrants that he/she is duly authorized to execute this binding Application & Contract on behalf of the exhibiting Exhibitor. By signing below, the Exhibitor agrees to be bound by the terms and conditions below, including but not limited to, the DIA Code of Conduct, DIA Restricted Marketing Zone, Exhibitor Services Manual, Americans with Disabilities Act, Meeting/Function Space Application, and Booth Construction/Display Rules & Regulations, which are incorporated by reference as if fully rewritten herein. The Exhibitor agrees that upon acceptance of this Application & Contract by DIA, with or without appropriate payment of the exhibition fee and further action by the Exhibitor, the terms and conditions of this Application & Contract, shall become a legally binding contract between DIA and the Exhibitor.

### 1. SHOW MANAGEMENT

Smithbucklin will orchestrate management of the DIA 2023 Global Annual Meeting Exhibits. Smithbucklin is responsible for sale, assignment of exhibit booth space, exhibit logistics, and collection of exhibitor payment. Smithbucklin acts as a liaison between exhibitors, DIA and all official show contractors. If you have any questions about your exhibit booth, contact Smithbucklin directly.

#### Smithbucklin

330 N. Wabash Ave.  
Ste. 2000  
Chicago, IL 60611 USA  
Phone: +1.312.673.5570  
Email: [DIA@smithbucklin.com](mailto:DIA@smithbucklin.com)

### 2. BOOTH COST

For all Exhibitors who remit an Application and Contract to participate in the space selection:

- Standard Exhibit Rate \$5,500 per 10'x10' (100 sq. ft.)
- Premium Exhibit Rate \$5,950 per 10'x10' (100 sq. ft.)
- Corner Fee \$200 per open corner

For all Exhibitors who remit an Application and Contract after the space selection:

- Standard Exhibit Rate \$6,000 per 10'x10' (100 sq. ft.)
- Premium Exhibit Rate \$6,500 per 10'x10' (100 sq. ft.)
- Corner Fee \$225 per open corner

### 3. ASSIGNMENT OF SPACE

DIA will distribute priority point balances to companies that are contracted to participate in DIA 2022 Global Annual Meeting the week of May 23, 2022. For all Applications and Contracts received on or before Friday, June 10, 2022, space is assigned via a space selection based on priority points

in June 2022. Smithbucklin will distribute appointment dates and times along with detailed instructions the week of June 13, 2022. For all Applications and Contracts received after the space selection is complete on Wednesday, June 22, 2022, space will be assigned on a first come, first-served basis starting in July 2022.

If an Exhibitor is acquired by or merges with another Exhibitor prior to the initial space selection, the Exhibitors may select booth space using the priority point status of the highest Exhibitor, if exhibiting together. Priority points are not combined. If an Exhibitor is acquired by or merges with another Exhibitor after their initial space selection, the acquired or non-surviving Exhibitor can retain its originally contracted space, move to the acquiring or surviving Exhibitor's booth or alternately combine booth square footage and move to a new location. Exhibitors are obligated financially for the total square footage contracted by each Exhibitor. DIA reserves the right to require Exhibitor to provide documentation of acquisition.

All Exhibitors should frequently review their space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. DIA reserves the right to revise the floor plan and/or relocate any Exhibitor in DIA's sole discretion and is not responsible for changes that may affect a participating Exhibitor's selection of space.

Smithbucklin will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, the Exhibitor shall submit a written request, including the requested size of space to [DIA@smithbucklin.com](mailto:DIA@smithbucklin.com). Exhibitors are added to the waitlist on a first come, first-served basis based on date and time of email receipt by Smithbucklin.

DIA reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

### 4. PAYMENTS & REFUNDS

#### Exhibitors who participate in the initial space selection during the 2022 Global Annual Meeting:

- Will be contracted at the 2022 rates; \$55.00 per square foot for Standard Space and \$59.50 per square foot for Premium Space.
- Open corners are \$200.00 per open corner.
- Payment is not required upon Application and Contract submission.
- Invoices will be issued the week of July 11
- Each exhibitor must remit 100% of their total space rental charge by Friday, September 30, 2022.
- Exhibitors who do not remit their payment prior to September 30, 2022 will receive an updated invoice the week of October 3 with the increased rates of \$60.00 per square foot and the premium booth space of \$65.00 per square foot along with updated open corner fees if applicable.

#### Exhibitors who do not participate in the initial space selection during the 2022 Global Annual Meeting:

- Will be contracted at \$60.00 per square foot for Standard Space and \$65.00 per square foot for Premium Space.
- Open corners are \$225.00 per open corner.
- Invoice will be issued within 3-4 business days of Application and Contract submission and booth space confirmation.
- Exhibitor must remit 100% of their total space rental charge by Friday, September 30, 2022.
- Applications and Contracts submitted after September 30, 2022, must be accompanied by payment in full.

Outstanding balances will be subject to review, and contracted space may be cancelled by DIA. Any applicable cancellation fees will apply. ACH/wire or credit card payments are highly recommended in order to confirm payment is received by the deadline. Invoices will include a secure link to remit credit card payments.

No Exhibitor will be allowed to participate in the Event unless payment in full is received prior to 8:00 AM on Saturday, June 24, 2023 (move-in). DIA reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

## **5. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR**

For cancellations of space received between the initial space selection and January 27, 2023, Exhibitor is responsible for, and DIA retains, 50 percent (50%) of the total space rental charge as a cancellation fee. Should an Exhibitor cancel a portion of their space between their initial space selection and January 27, 2023, Exhibitor remains responsible for, and DIA will retain, the 50 percent deposit on the cancelled partial space as a cancellation fee.

Any cancellation of exhibit space must be made in writing to Smithbucklin using the address listed in Section 1. Cancellations sent by postal service or courier must be received by Smithbucklin by the January 27, 2023, deadline date. Alternatively, cancellations may be directed via email to [DIA@smithbucklin.com](mailto:DIA@smithbucklin.com), provided that the cancelling Exhibitor obtains confirmation of receipt of email from Smithbucklin on or before the cancellation deadline date, January 27, 2023.

Full payment is required, and no refunds whatsoever will be made on cancellations or reductions of space after January 27, 2023. Should an Exhibitor cancel their space, or even partial space, after January 27, 2023, the Exhibitor is responsible for the full space rental charge for the originally contracted space regardless of payment status.

No refunds whatsoever will be made to exhibitors who have credit on record with DIA and cancel full or partial space for the 2023 Global Annual Meeting.

Notwithstanding the foregoing, Exhibitor will have no right to cancel subsequent to DIA cancellation pursuant to Section 6.

## **6. CANCELLATION OR CHANGES TO GLOBAL ANNUAL MEETING BY DIA**

If for any reason beyond DIA's control DIA

determines, in its sole discretion, that the Event must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed (collectively "Event Adjustment"), Exhibitor understands and agrees that DIA shall refund the rental fees paid to it by Exhibitor less reasonable expenses, if any, incurred by DIA for fulfillment of this Contract prior to a determination of the Event Adjustment. Exhibitor understands that all losses and damages that it may suffer as a consequence of an Event Adjustment or cancellation are its responsibility and not that of DIA or its directors, officers, employees, agents or subcontractors. Except for the foregoing refund, Exhibitor understands that it may lose all monies it has otherwise incurred for the Event, including travel, setup, lodging, decorator freight, employee wages, etc.

The above phrase "any reason beyond DIA's control" includes, but is not limited to: fire, casualty, flood, epidemic or pandemic, earthquake, explosion, accident, blockage, embargo, inclement weather, act or threat of terrorism, riot or civil disturbance; strike, lockout, boycott or other labor disturbance, inability to secure necessary labor, technical or personnel failure, lack of or impaired transportation facilities, inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment or services, orders or restraints imposed by civil defense, military or other types of governmental authorities, or acts of God, or such circumstances making DIA's performance impossible, illegal, or commercially impracticable in its sole discretion.

Exhibitor, as a condition of being permitted by DIA to be an Exhibitor at the Event, agrees to indemnify, defend, and hold harmless DIA, its directors, officers, employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside DIA's control. The terms of this provision shall survive the termination or expiration of this Contract.

## **7. ELIGIBILITY TO EXHIBIT**

Exhibitor shall comply with all applicable laws, rules and regulations in the performance of its obligations under this Contract. Exhibitors should be a producer or supplier of equipment, products, or services whose proposed exhibit is directly related to the pharmaceutical, biotechnology, medical device, or related health care industries, and whose exhibit will contribute to the education of those registrants within the industry and/or their academic counterparts may apply for booth space. DIA reserves the right to determine the eligibility of any exhibitor

for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of DIA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. An Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Application & Contract to the time of the Event and should DIA determine that an Exhibitor which it had previously determined was eligible to exhibit at the Event is no longer eligible to do so, DIA may notify the Exhibitor and may terminate the Application & Contract without liability upon written notice to Exhibitor.

Subject to all applicable laws, all Exhibitors (to include all accompanying staff) will be required to be fully vaccinated to enter the exhibit hall and to participate as a live Exhibitor at the Event. Each Exhibitor must provide proof of vaccination to gain access to the Event. Exhibitor agrees to follow all right of entry protocols established by DIA for the event including, but limited to, the process for providing proof of vaccination. No personal medical information will be retained by DIA. DIA reserves the right to refuse entry to any Exhibitor who is unable to comply with these entry protocols. No refunds will be made due to Exhibitor's failure to be fully vaccinated on the first day of the Event or its failure to comply with DIA's entry protocols. DIA reserves the right to waive this vaccination requirement, should it determine, in its sole discretion, that it is no longer merited by current public health concerns.

## **8. SUBLETTING OF EXHIBIT SPACE AND EXHIBIT OF CERTAIN PRODUCTS PROHIBITED**

Exhibitors may not assign, share, or sublet a booth or any part of the space allotted to them, nor may they exhibit or permit to be exhibited in their space any products or advertising materials which are not a part of their own regular products, or which are not compatible with the purpose and/or character of the Event as determined by DIA in its sole discretion.

## **9. RETAIL SALES**

No retail sales, where payment is received and product delivered, are permitted in the Exhibit Hall at any time. Payment and/or orders may be taken for future delivery.

## **10. INTELLECTUAL PROPERTY MATTERS**

The Exhibitor represents and warrants to DIA that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials

used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify DIA of any information of which the Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights, or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold DIA, its officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorney's fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, DIA, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

### 11. USE OF DIA NAME

DIA, Global Annual Meeting, DIA logo and DIA Event logo are registered trademarks owned by the DIA. Participation by an Exhibitor in the Event grants no rights, title, or interest in or to use such names or logos, except that the Exhibitor may reference their participation in the Event. Exhibitor shall use the term DIA 2023 or the DIA 2023 Global Annual Meeting. Usable graphics will be made available to all contracted Exhibitors. Graphics should be hyperlinked to [DIAGlobal.org/DIA2023](http://DIAGlobal.org/DIA2023). Participation in the Event does not imply endorsement or approval by DIA of any product, service, or participant and none shall be claimed by any participant.

### 12. SET-UP TIME

Move-in and set-up of exhibits begins in the Facility at 8:00 AM on Saturday, June 24, 2023. If an exhibit is not set-up by 6:00 PM on Sunday, June 25, 2023, DIA reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. DIA reserves the right to remove the freight from the booth at the Exhibitor's expense. No refund will be made to the original contracting Exhibitor. DIA reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes.

### 13. SHOW HOURS & BOOTH TRAFFIC

Exhibitor must staff their booth during Show Hours:

#### Monday, June 26, 2023

10:00 AM – 6:00 PM

#### Tuesday, June 27, 2023

9:00 AM – 5:00 PM

#### Wednesday, June 28, 2023

9:00 AM – 4:30 PM

DIA makes reasonable attempts to attract high quality attendees to its Event but does not guarantee specific volumes of traffic or levels of qualification during Show Hours. Traffic at any given booth is a function of the Exhibitor particular exhibit and not the responsibility of DIA. DIA offers advertisement, promotional and sponsorship opportunities to all Exhibitors. DIA reserves the right to change the Show Hours. DIA shall inform all of Exhibitors of any changes to the Show Hours.

### 14. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall at 4:00 PM on Wednesday, June 28, 2023. No part of an exhibit shall be removed during the Show Hours without obtaining written approval from DIA prior to Friday, May 26, 2023. Any Exhibitor who begins dismantling of its booth before the close of the Exhibit Hall may lose part or all their priority points and may entirely lose the privilege of exhibiting at future DIA events.

All freight must be removed from Facility by 11:00 AM on Thursday, June 28, 2023. If exhibits are not removed by this time, DIA reserves the right to remove exhibits and charge the expense to the Exhibitor. DIA shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

### 15. BADGES

Exhibitors are provided (3) three complimentary Booth Personnel badges per (100) sq. ft. of exhibit space purchased which include access to refreshment breaks and lunches Monday, June 26 – Wednesday, June 28. Exhibitors are provided (1) complimentary Exhibitor Full Conference badges per (100) sq. ft. of exhibit space purchased which include access to (all sessions and CE credits). Exhibitor badges are for Exhibitor's full and part time employees or contractors. Individuals with an exhibitor badge may not enter an exhibit space of another Exhibitor without permission from the other Exhibitor nor enter an unstaffed booth. Booth Personnel badges and Exhibitor Full Conference badges allow access to the Exhibit Hall during the following move-in, Show Hours and move-out:

#### Saturday June 24, 2023

8:00 AM - 5:00 PM (move-in)

#### Sunday, June 25, 2023

8:00 AM - 5:00 PM (move-in)

#### Monday, June 26, 2023

8:00 AM - 6:00 PM (Show Day 1)

#### Tuesday, June 27, 2023

8:00 AM - 5:00 PM (Show Day 2)

#### Wednesday, June 28, 2023

8:00 AM - 10:00 PM (Show Day 3 & move-out)

#### Thursday, June 29, 2023

8:00 AM - 11:00 AM (move-out)

Event attendees do not have access to the Exhibit Hall until 10:00 AM on Monday, June 26, 2023. Exhibitors who give their badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of DIA, lose part or all of its company's priority points. DIA reserves the right to allow access to any person to the Exhibit Hall at any time at its sole discretion.

Exhibitors may order lead retrieval services from DIA's contracted Lead Retrieval provider. Exhibitor must obtain permission from any Event attendee prior to scanning their badge. Lead retrieval devices and apps are permitted to be used outside the Exhibit Hall, but not within DIA sessions or meeting room corridors. Equipment that scans attendee badges without DIA prior approval is strictly prohibited.

### 16. DIA CODE OF CONDUCT

All Event participants, including DIA members, non-DIA members, speakers, attendees, exhibitors, and any/all agents thereof, must adhere to and promote the highest standards of professional conduct by:

- Demonstrating commitment to DIA's core values, mission, and member community
- Exhibiting professional and ethical behavior at all times
- Communicating openly, and being transparent about intent of actions, to establish accountability and trust
- Demonstrating compassion in all interactions with colleagues
- Respecting the diversity of DIA by providing a consistent global standard of protection from threats, harassment, and discrimination based on race, national origin, gender, religion, age, sexual orientation, disability, or other personal characteristics

Failing to uphold this **DIA Code of Conduct** will result in punitive consequences up to and including termination of DIA membership and expulsion from the Event.

## 17. MINIMUM AGE FOR ADMISSION

Children under the age of 18 are not permitted in the Exhibit Hall at any time. Any attendees arriving with children under the age of 18 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

## 18. EXHIBITOR LIABILITY

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Security personnel contracted directly by DIA are for crowd control and badge credential verification. Exhibitors are encouraged to budget for and make security arrangements for sensitive, valuable, or irreplaceable items. DIA is not responsible for the security of Exhibitor's property. Protection, both security and insurance coverage, of Exhibitor's property is the sole responsibility of the Exhibitor. Neither DIA, its directors, officers, employees, agents, subcontractors, nor Show Management listed in Section 1, (collectively "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

## 19. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold Show Management, DIA, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, rules, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management and/or DIA by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management or DIA. Exhibitor agrees that if Show Management or DIA is made a party to any litigation or other form of dispute resolution is commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT AND/OR DIA BY REASON OF SUCH LITIGATION OR OTHER FORM OF DISPUTE RESOLUTION.

THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

## 20. INSURANCE

Exhibitors are required to maintain and to provide a certificate of insurance to Show Management on or before <DATE> evidencing the following:

- a. General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- b. Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- c. Workers' compensation with state statutory limits
- d. Employer's liability with limits not less than \$500,000
- e. Commercial umbrella liability with limits not less than \$2,000,000
- f. Personal property and equipment on a special form replacement cost basis

DIA, Smithbucklin Corporation, Freeman, and the Boston Convention and Exhibition Center are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Exhibitors will not be permitted to set up their booth without submitting the proper certificates. Certificates should be sent to:

### Smithbucklin

ATTN: DIA Show Management  
330 N. Wabash Ave.  
Ste. 2000  
Chicago, IL 60611 USA  
Email: [DIA@smithbucklin.com](mailto:DIA@smithbucklin.com)

In the event, Exhibitors from outside the US and Canada are unable to produce an acceptable Certificate of Insurance from this insurance provider(s), Exhibitor may provide a written statement of their insurance coverage from their insurance broker. Companies that are self-insured or government agencies may provide a written statement of their self-insured status.

## 21. USE OF SPACE – GENERAL

- a. Exhibitors, or their agents, may not solicit anyone outside the Exhibitor's exhibit space in the Exhibit Hall. Distribution or display by Exhibitors, or their agents, of any literature, printed materials, souvenirs or other handouts (collectively

"Promotional Material") shall be restricted to the Exhibitor's exhibit space in the Exhibit Hall. No noisemakers, helium balloons, lighter-than-air objects, popcorn, gummed stickers or labels will be permitted as Promotional Material. Distribution or display of Promotional Material in public areas of the Facility or meeting rooms, or in the **DIA Restricted Marketing Zone**, is strictly prohibited. Distribution or display of Promotional Material of Exhibitor meetings or trainings or course material that compete with DIA, or any of its events, within the Facility, including within the Exhibitor's exhibit space and the DIA Restricted Marketing Zone, is strictly prohibited. DIA will remove such items and the Exhibitor's priority points will be reduced by 50% for 2023 booth selection. If booth selection was completed prior to violation the selected booth will be released and exhibitor's booth selection will be moved to the close of the current event. DIA also reserves the right to remove, at Exhibitor's cost, any Promotional Material or product deemed by Show Management as not suitable for display at the Event.

- b. Exhibitors are prohibited from possessing, displaying, or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- c. No exhibit booth will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- d. Any special promotions, music or stunts planned by Exhibitors at any time during the Event must be approved by DIA. Details should be submitted to Show Management via email to [DIA@smithbucklin.com](mailto:DIA@smithbucklin.com) by Friday, May 26, 2023. DIA reserves the right to designate specific days and hours during which special promotions and stunts may be conducted if they are permitted at all.
- e. DIA allows drawings, games of chance and raffles in the Exhibit Hall. Exhibitors must comply with all current Boston and commonwealth of Massachusetts statutes and regulations regarding drawings, games of chance and raffles including, without limitation, any required registrations. DIA may withhold or withdraw permission to distribute gifts, souvenirs, advertising, or other materials, which at its sole discretion, are considered objectionable or inappropriate or are in violation of any applicable rule or law.
- f. No animals are permitted in the Facility other than service animals.
- g. Exhibitors may not apply paint, lacquer, adhesive, or other coatings to Facility columns, floors or walls, or to standard exhibit booth equipment provided by Freeman.



- h. Exhibitors must abide by all of the Exhibitor Participation Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitors in March. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the Exhibitor Participation Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email [DIA@smithbucklin.com](mailto:DIA@smithbucklin.com).
- i. DIA shall publish health and safety guidelines in the Exhibitor Services Manual. Exhibitor agrees to abide by the guidelines. DIA reserves the right to update, change or amend the guidelines after publication in the Exhibitor Services Manual.
- j. All Exhibitors shall be responsible for compliance with the Americans with Disabilities Act. The Exhibitor shall indemnify, defend and hold Event Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact:
- U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV**  
 950 Pennsylvania Avenue, NW  
 Washington, D.C. 20530 USA  
 Phone: +1.800.514.0301 (voice)  
 +1.800.514.0383 (TTY)  
 Website: [www.ada.gov](http://www.ada.gov)
- k. Helium or other lighter-than-air objects are prohibited throughout the Facility. DIA reserves the right to assess a fee for retrieving any escaped lighter-than-air objects.
- l. onPeak is the only official housing vendor for the Event, and other companies may not provide the prices, service and reliability available from onPeak. DIA shall maintain an **authorized vendor list on its website**. If you are contacted by ANY company except onPeak about hotel reservations for the DIA 2023 Global Annual Meeting, please inform Show Management at [DIA@smithbucklin.com](mailto:DIA@smithbucklin.com). To contact onPeak directly, please call +1.312.527.7270. DIA shall not be responsible for any damages or costs incurred by Exhibitor due to its use of an unauthorized housing vendor.
- m. All exhibit booth personnel must be properly and modestly clothed.
- n. Exhibitors are permitted to serve food and non-alcoholic beverages in their booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender, but all beverages and food must be ordered through the Facility's caterer.
- o. Exhibitors are permitted to provide alcoholic beverages in their booth. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and must be ordered through the Facility's caterer.
- p. Levy Restaurants, the official in-house caterer and at the Facility is the exclusive provider of food and/or beverage items at the Facility. All food (including pre-packaged food) and beverage items must be ordered through Levy Restaurants. However, if an Exhibitor is the manufacturer of a food/beverage product, the Exhibitor may distribute such food and/or beverage product if the Exhibitor obtains approval by the Facility's caterer. Contact DIA Show Management via email at [DIA@smithbucklin.com](mailto:DIA@smithbucklin.com) for additional instructions on the approval process.
- q. All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual. DIA will instruct Freeman to lay carpet in any booth with an unfinished floor at 12:00 PM on Sunday, June 25, 2023, unless prior notification has been received by DIA, Smithbucklin and/or Freeman that the Exhibitor intends to provide their own flooring. Exhibitor acknowledges that it shall be invoiced by Freeman for booth carpet at the onsite rates. Exceptions will not be made.
- r. Exhibitors, at DIA's sole discretion, are prohibited from taking videos and/or photographs of any booths in the Exhibit Hall, other than their own. Exhibitors who choose to hire a professional photographer/videographer other than the official DIA photographer/videographer must adhere to Section 27. Labor Relations. Aerial photography, videography and/or stunts of any kind by an Exhibitor, i.e., drones, are strictly prohibited. The Exhibitor acknowledges and agrees that DIA, its employees, and contractors may take photographs/videos which could include images of the Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to DIA and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that DIA is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its representatives may have relating to or arising from the images or their use.
- s. Hanging signs are permitted in all peninsulas, modified peninsulas, split islands and island booths to a maximum height of (20') (6.10m) to the top of the sign. Hanging signs are NOT permitted in inline or perimeter booths.
- t. All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in all perimeter booths. All exhibit fixtures and booth structures are permitted to a maximum height of (20') (6.10m) in all peninsulas, modified peninsulas, split islands and island booths. Exhibitor agrees to abide by these maximum height limits. Exhibitor agrees to drape off any portion of its exhibit with an unfinished side(s) or back that is visible at its' expense. Exhibitor agrees to abide by all other Booth Construction/Display Rules & Regulations, See Appendix. Any Exhibitor who fails to comply with the Booth Construction/Display Rules & Regulations may lose part or all their priority points and may entirely lose the privilege of exhibiting at future DIA events. DIA, Freeman, and the Facility reserve the right to amend the Booth Construction/Display Rules & Regulations based on CDC recommendations.
- u. Any Exhibitor occupying an Island, Split Island, Peninsula or Modified Peninsula space is required to submit a detailed floor plan, including dimensions, to Show Management for review and approval by Friday, May 26, 2023. All Exhibitors who received a written booth violation notice at the Event in 2022 are required to submit a detailed floor plan, including dimensions, to Show Management for review and approval by Friday, May 26, 2023. Floor plans should be submitted via email to [DIA@smithbucklin.com](mailto:DIA@smithbucklin.com).
- v. Any Exhibitor with a multi-level exhibit and/or a covered area larger than 300 square feet must submit their plans to DIA and the Faculty Public Safety Department by Friday, March 24, 2023. Contact Show Management by email at [DIA@smithbucklin.com](mailto:DIA@smithbucklin.com) for a complete list of requirements prior to submitting.
- w. Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

## 22. USE OF SPACE – AUDIO/ ELECTRICAL/ LIGHTS/ VEHICLES ETC.

- a. Electrical cords, rear sides of audio/visual equipment and other exhibit aspects must be concealed and positioned so not to be irritating or distracting to neighboring Exhibitors or guests.
- b. No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- c. Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- d. No strobe light effects are permitted.
- e. Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- f. Loudspeakers or operation of equipment which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- g. Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- h. No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approval by Friday, May 26, 2023.
- i. Vehicles may not be displayed without prior written approval from DIA and the Public Safety Department of the Facility.

## 23. MEETINGS, DISPLAYS OUTSIDE EXHIBIT HALL & PROMOTIONS

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show Hours or conduct any function sponsored in connect with the Event without prior notice to and approval by DIA.

DIA reserves the right to declare a Marketing Restricted Zone around the Facility. Exhibitors are restricted from marketing and promotional activities in the Marketing Zone including, but not limited to, the display or distribution of literature, street teams, street decals, billboards, branded motor vehicles including Segways and hoverboards, etc. DIA reserves the right to halt any unapproved activity within the Marketing Zone. To obtain a map of the Marketing Zone prior to publication in the Exhibitor Services Manual Exhibitor email [DIA@smithbucklin.com](mailto:DIA@smithbucklin.com).

Any exhibits outside the facility, displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by DIA must be approved and managed through DIA. DIA reserves the right to halt any unapproved activity of this nature. Further, Exhibitors shall not engage in any promotional activities that DIA determines to be outside the purpose and/or character of the Event, as determined by DIA in its sole discretion.

## 24. HOTEL ROOMS, SUITES, MEETING ROOMS AND OTHER VENUES

DIA reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the DIA housing block. A Meeting/Function Space Application is available on the DIA website, and must be completed for all events held Saturday, June 18, 2023, through Thursday, June 28, 2023 (inclusive), regardless of location. Exhibitor must submit a Meeting/Function Space Application to DIA for all exhibitor hosted events and obtain written approval from DIA. Activities that conflict with the nature of the Event or of the [DIA Code of Conduct](#) are not permitted. Meeting rooms and suites are only available to confirmed exhibitors. Exhibitor agrees to only hold meetings/functions during the following times:

### Saturday, June 24, 2023

All times acceptable

### Sunday, June 25, 2023

All times are acceptable

### Monday, June 26, 2023

Before 8:00AM and after 6:30PM

### Tuesday, June 27, 2023

Before 8:00AM and after 5:30PM

### Wednesday, June 28, 2023

Before 8:00AM and after 5:30PM

### Thursday, June 29, 2023

Before 9:00AM and after 12:15PM

DIA reserves the right to halt any unapproved activity and is not responsible for any financial loss incurred by the offending Exhibitor.

## 25. ATTENDEE LISTS

Limited data attendee lists from the Event are distributed only upon request to exhibiting companies. Please note that no individual or organization is authorized to market or to sell DIA attendee lists. DIA shall maintain an **authorized vendor list** on its website. If you are contacted by company claiming to sell the DIA attendee list, please inform Show Management at [DIA@smithbucklin.com](mailto:DIA@smithbucklin.com).

## 26. FIRE REGULATIONS

- a. All materials used in exhibit booth(s) must meet the requirements of the Code of Massachusetts Regulations – 780 CMR EIGHT EDITION (Building Code). The Massachusetts Department of Public Safety (DPS) has jurisdiction over all safety matters of the Facility. The DPS, in conjunction with the City of Boston Fire Department (BFD), provide guidance to the Facility for a safe venue for all guests and employees at our facilities.
- b. Prior to the start of the Event or at any time during the Event, the Facility Public Safety Department or other agency may inspect booths and other assembly areas to ensure these requirements are met. If they are not, adjustments must be made. If a display is determined to be a hazard it may be ordered to be removed from the Facility at the Exhibitor's expense.
- c. Any Exhibitor having equipment that produces heat, smoke, or open flames as an integral part of product demonstration must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Such Exhibitors must receive written approval of plans from the Facility Public Safety Department, the BFD and from DIA. A heat producing device form to request approval from the Facility Public Safety Department and BFD is included in the Exhibitor Services Manual.
- d. A complete list of all fire safety regulations is included in the Exhibitor Services Manual as part of the Exhibitor Participation Regulations of the Facility. The Facility Public Safety Department and BFD has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the fire regulations prior to publication in the Exhibitor Services Manual, Exhibitors may email [DIA@smithbucklin.com](mailto:DIA@smithbucklin.com).

## 27. LABOR RELATIONS

- a. All (a) Bona fide full-time employees of exhibiting companies may set up and tear down their own exhibits without assistance

from the local union using your own power tools and ladders up to 6' (1.82m). Bona fide full-time employees are defined as having worked for the Exhibitor for a minimum of 6 months before the Event's opening date. Any labor services that may be required beyond what your regular full-time employees can provide must be performed by union personnel and can be ordered in advance through Freeman. Proof of full-time employment status (W-2, payroll document or other documentation) may be requested by the Facility and/or Union Steward of any personnel working in your booth.

- b. Union labor Work Rules prohibit the solicitation of tips by any employee. Any Exhibitor who is solicited for a tip should report the incident to the Freeman Service Center or Show Management as soon as possible.
- c. If Exhibitors intend to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth and/or photographer/videographer, the Exhibitor must register their EAC no later than Friday, May 26, 2023. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with DIA in order for any EACs to gain access to the Exhibit Hall. EACs are required to always wear a DIA wristband (on the right wrist) in addition to access credentials required by the Facility Public Safety Department while in the Exhibit Hall.
- d. Exhibitors may off-load and load their own vehicle provided that it is a company owned truck or rental vehicle, or from a car, van or truck owned by a bona fide employee of the Exhibitor. All trucks, including co-owned or rental vehicles, over 24' (7.32m) in length must be off-loaded and loaded by union labor provided by Freeman. Exhibitors may only use hand-operated equipment, which they must provide, to off-load, load and move equipment and materials. Two-wheeled hand trucks and four-wheeled hand trucks are permitted. The use of fork trucks, pallet jacks, lift gates or any other mechanical equipment is not permitted and may only be used by union labor provided by Freeman. Loading dock access is controlled by Freeman and/or the Facility. Exhibitors may be required to wear access credentials by the Facility Public Safety Department in order to access the loading dock.
- e. No one under the age of 18 is permitted in loading dock, truck bays or loading dock yard.
- f. DIA, Freeman, and the Facility has reserved the right to update, change or amend these Labor Relation rules and regulations after publication in the Exhibitor Services

Manual, and Exhibitor agrees to comply with any such changes or amendments.

### **28. PRIORITY POINTS LOSS**

Priority points may be subtracted from the Exhibitor's accounts for violations of this Contract. All decisions about the removal of points are at the sole discretion of DIA and will be explained in writing to the Exhibitor by DIA.

### **29. EXHIBITOR SERVICES MANUAL**

In March, Freeman distributes an Exhibitor Services Manual to each Exhibitor that provides Exhibitors with complete shipping instructions, production information, and other forms for all services needed during move-in, Show Hours and move-out. The discount deadline for services is Friday, May 26, 2023.

### **30. WARRANTIES**

DIA makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, DIA, or their respective employees, agents, or contractors.

### **31. AMENDMENTS/ INTERPRETATION**

DIA reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to each affected Exhibitor. Each Exhibitor, for itself, its agents, and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. DIA reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitors which, in the sole interpretation of DIA shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of DIA.

### **32. ENFORCEMENT/MISCELLANEOUS**

This Contract is governed by Maryland law and the Exhibitor consents to the exclusive jurisdiction of the District of Columbia courts with respect to any action arising out of this Contract or DIA. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

Any Exhibitor who fails to comply with the terms and conditions of this Contract may lose part or all of their priority points and may entirely lose the privilege of exhibiting at future DIA events.

This Contract will be binding on the Exhibitor's heirs, successors, and assigns.

### **33. LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE FACILITY, SMITHBUCKLIN, DIA, or THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "DIA PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION & CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION & CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE DIA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT DIA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE DIA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY DIA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.



### Standard Inline Booth

Inline booths have only one side exposed to an aisle and are generally arranged in a series along a straight line. Individual booths may be combined to form a larger inline booth space.

### Dimensions

For purposes of consistency and ease of layout, all inline booths are 10' (3.05m) across the front and 10' (3.05m) deep.

### Use of Space

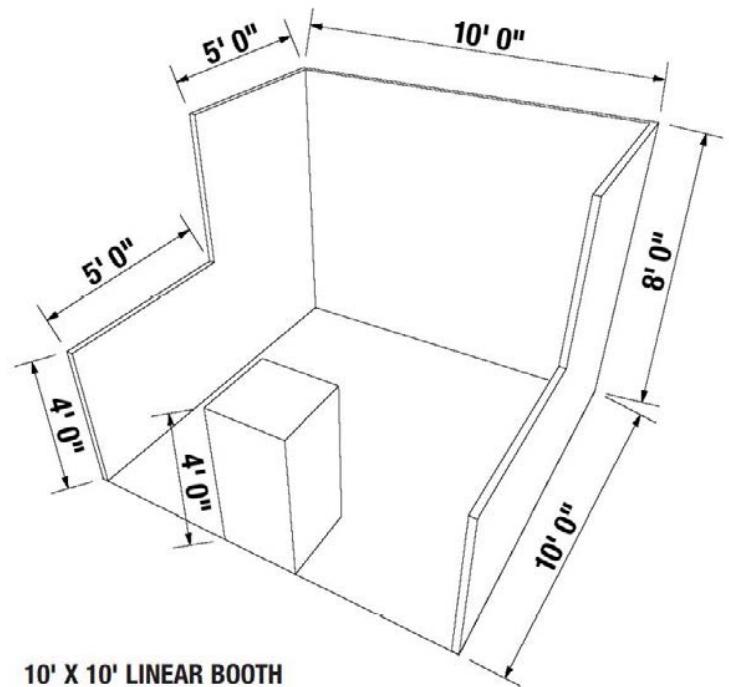
Regardless of the number of inline booths utilized, e.g. 10' by 20' (3.05m by 6.10m), 10' by 30' (3.05m by 9.14m), 10' by 40' (3.05m by 12.19m) etc., display materials should be arranged in such a manner as not to obstruct sight lines of neighboring Exhibitors. The maximum height of 8' (2.44m) is allowed in the rear of the booth space, with a 4' (1.22m) height restriction imposed on all materials within 5' (1.52m) of an aisle. When two (2) or more inline booths are used in combination as a single exhibit space, the 4' (1.22m) height limitation is applied only to that portion of exhibit space which is within 10' (3.05m) of an adjoining booth.

### Corner Booth

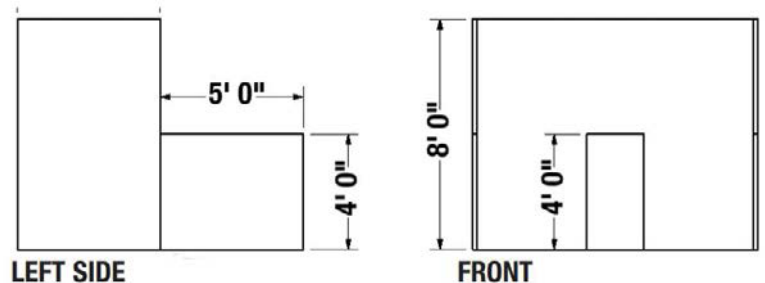
A corner booth is an inline booth exposed to aisles on two (2) sides. All other guidelines for inline booths apply.

### Perimeter Booth

A perimeter booth is an inline booth that backs up to an outside wall of the exhibit facility rather than to another exhibit. All guidelines for inline booths apply to perimeter booths with the exception that the maximum back wall height is 12' (3.66m).



**10' X 10' LINEAR BOOTH**



**LEFT SIDE**

**FRONT**

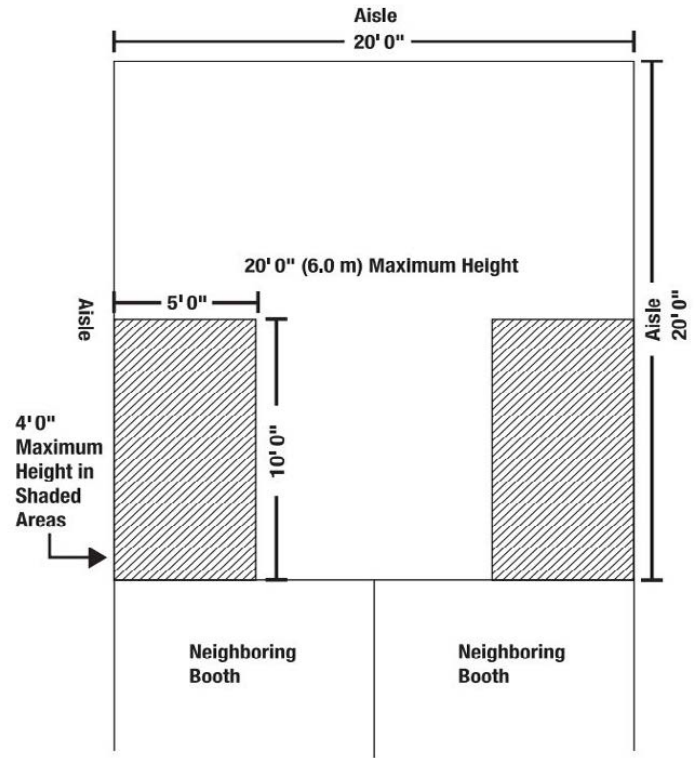


### Peninsula Booth

A peninsula booth is exposed to aisles on three (3) sides and composed of a minimum of four (4) booths. When combining booths to create a peninsula booth, any service aisle space becomes part of the usable booth space. Backwalls must be finished and cannot contain copy. There are two (2) primary types of peninsula booths: one which backs up to inline booths and one which backs up to another peninsula booth and is referred to as a split island booth.

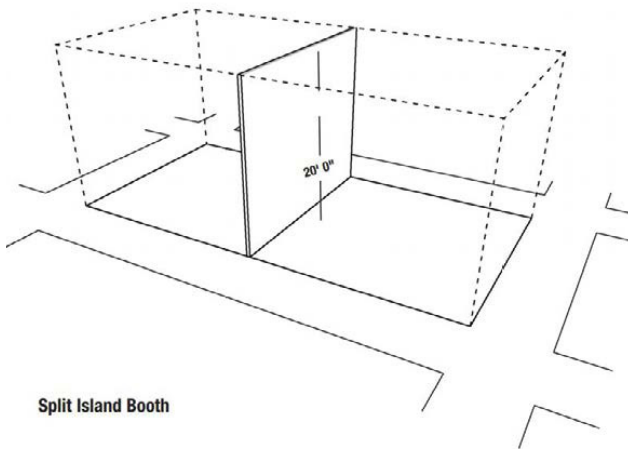
### Dimensions

A peninsula booth is usually 20' wide (6.10m). When a peninsula booth backs up to two (2) inline booths, the backwall is restricted to 4' (1.22m) in height within 5' (1.52m) of the aisle and 10' (3.05m) of the adjoining booths. 20' (6.10m) is the maximum height allowance for the center portion of the backwall, exhibit fixtures, components and identification signs.



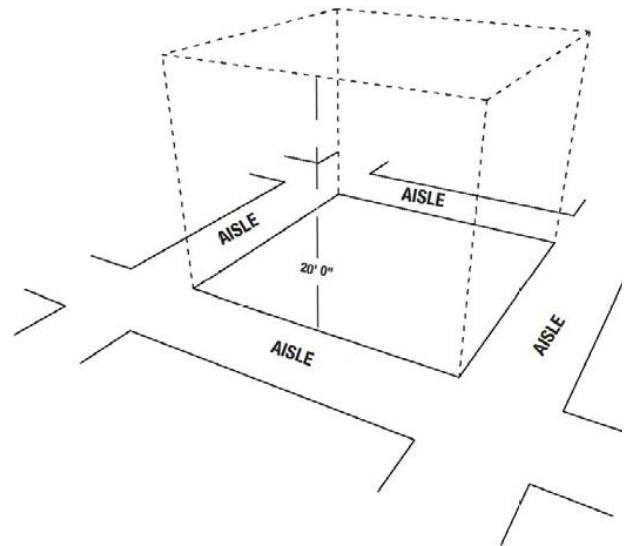
### Split Island Booth

A split island booth is a peninsula booth that shares a common backwall with another peninsula booth. The entire cubic content of this booth may be used up to the maximum content of 20' (6.10m), including signage. Backwalls must be finished and can not contain copy.



### Island Booth

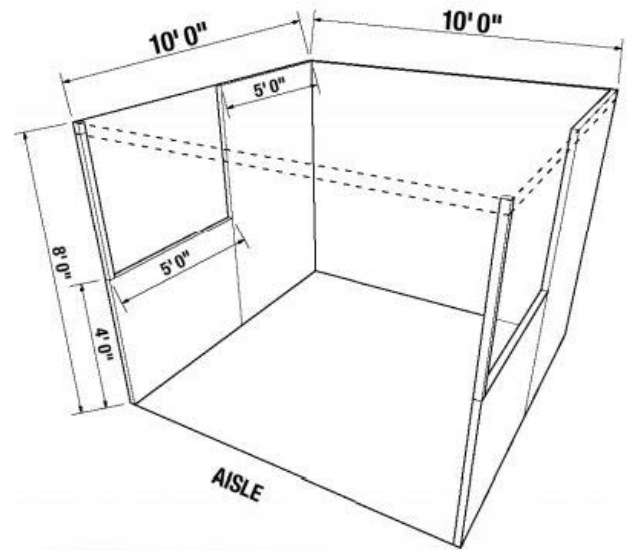
An island booth is any size booth exposed to aisles on all four (4) sides. The entire cubic content of this booth may be used up to the maximum content of 20' (6.10m), including signage. Exhibitors may delete booths from the floor plan to form an island only, and only, if the total number of booths on both sides of the aisle totals 400 square feet or more. (Right)



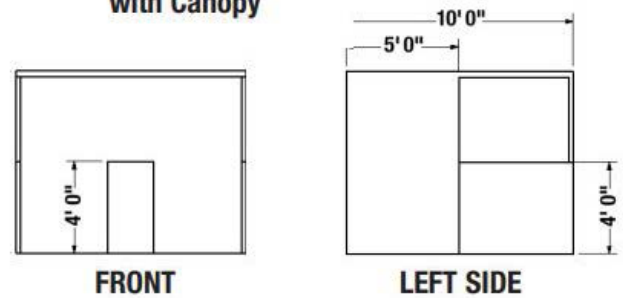
## Canopies & Ceilings

Canopies, including ceilings, umbrellas and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or for hanging products). Canopies for inline or perimeter booths should comply with line of sight requirements and may not protrude into the aisle.

The base of the canopy should not be lower than 7' (2.13m) from the floor within 5' (1.52m) of any aisle. Canopy supports should be no wider than 3" (7.62cm). This applies to any booth configuration that has a sightline restriction, such as an inline booth. Fire and safety regulations for the convention center may apply to canopies and ceilings and will be included in the Exhibitor Services Manual made available to Exhibitors 90 days prior to show opening. The convention center has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.



**10' X 10' INLINE BOOTH  
with Canopy**



## Hanging Signs & Graphics

Hanging signs and graphics are permitted in all peninsula, modified peninsula, split island and island booths to a maximum height of 20' (6.10m) to the top of the sign. Whether suspended from above or supported from below, they should comply with all use-of-space requirements. If within 5' (1.53m) of an adjacent booth, and if the placement complies with the use-of-space requirements, the side facing the adjacent booth should be finished and not contain any copy.

## Multi-story Exhibits

A multi-story exhibit is permitted in all peninsula, modified peninsula, split island and island booths to a maximum height of 20' (6.10m). Multi-story exhibits require approval and building permits from the convention center and the fire marshall. Exhibitors should obtain permits early on to ensure that all time constraints are met. Additional information will be included in the Exhibitor Services Manual made available to Exhibitors 90 days prior to show opening.

## Important Booth Construction Display Considerations

### Structural Integrity

All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring Exhibitors, hall labors or installation/dismantling equipment such as fork lifts. Displays should be able to withstand moderate wind effects that may occur in the Exhibit Hall when freight doors are open. Exhibitor should ensure that any display fixtures such as tables, racks or shelves are designed and installed properly to support the product or marketing materials to be displayed upon them.

### Flammable and Toxic Materials

All materials used in display construction and decorating should be made of fire retardant materials and be certified as flame retardant. Exhibitors should dispose of any waste products they generate during the exhibition in accordance with guidelines established by the Environmental Protection Agency (EPA) and the facility.

### Storage

Fire regulations prohibit storing product, literature, empty packing containers or packing materials behind drapes. In most cases, however, Exhibitors may store a limited supply of literature or product appropriately within the booth area, as long as these items do not impede access to utility services, create a problem or look unsightly.