

OFFICIAL INDUSTRY PROSPECTUS



IMPORTANT DATES

November 4	Deadlines: Marketing Agreement Exhibitor Application Final Payments Mailing List Order Form Cancellation
November 11	Product Description and Giveaway Form Due
November 13	Confirmation and Space Assignments Available
November 19	Pre-registration List Available
December 5-6	Advanced Shipping - Warehouse
December 6	Council dinner with Platinum, Gold and Silver level representatives
December 7	Exhibit Installation 6:00 am – 6:30 am
December 7	Exhibit Hall Hours 6:30 am – 1:00 pm
December 7	Exhibit Dismantling 1:00 pm – 2:00 pm
December 20	Final Registration List Available

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MARKETING OPPORTUNITIES

PLATINUM LEVEL PARTNER (1)

Amount \$10,000

- Allotted 10 minutes for a presentation to the MCACS Council during their Friday evening dinner
- 3 staff may attend the Friday evening Council dinner (Friday, December 6, 2019)
- Mailing list of attendees both pre and post meeting.
- The opportunity for the MCACS to send out an email blast the week prior to the meeting encouraging pre-registered attendees to visit exhibit table.
- *Recognized at May 26, 2019 Run to Remember Boston hospitality suite for team "Cut to the Chase"*

NOTE: 50% of payment must be received by May 10, 2019

GOLD LEVEL PARTNER (2)

Amount \$5,000

- Allotted 5 minutes for a presentation to the MCACS Council during their Friday evening dinner
- 2 staff may attend the Friday evening Council dinner (Friday, December 6, 2019)
- Mailing list of attendees both pre and post meeting.

SILVER LEVEL PARTNER (3)

Amount \$3,500

- 1 staff may attend the Friday evening Council dinner (Friday, December 6, 2019).
- Pre-meeting mailing list of attendees.

BRONZE LEVEL PARTNER

Amount \$2,000

All Industry Partner benefits:

Shared signage and listing in all meeting communication materials (print and electronic) with your logo prominently displayed on the MCACS Annual Meetings webpage, scientific session acknowledgement slide, and onsite Program.

EXHIBITOR

Amount \$1,500

- * ***All Partners and Exhibitors receive 1 Full Table Top Exhibit. Continental breakfast and coffee breaks are located in the Exhibit Hall, which is adjacent to the session rooms.***

PAYMENT (Forward fees with your Agreement by November 4, 2019)

Please make checks payable to:

Massachusetts Chapter of the American College of Surgeons
500 Cummings Center, Suite 4400 | Beverly, MA 01915
Telephone: (978) 927-8330 | FAX: (978) 524-0461

Please contact us for the Federal Tax ID number

OFFICIAL INDUSTRY PROSPECTUS



MASSACHUSETTS CHAPTER of the AMERICAN COLLEGE of SURGEONS

66th Annual Meeting December 7, 2019

WESTIN COPLEY PLACE | BOSTON, MA



MARKETING AGREEMENT

Complete and return to:

MCACS – Exhibits
500 Cummings Center, Suite 4400
Beverly, MA 01915
Fax: (978) 524-0461 *

Company Name: _____
Contact: _____ Title: _____
Address: _____
City/State/Zip/Country: _____
Telephone: _____ Fax: _____ E-Mail: _____

Please check which level you are selecting:

- Platinum Level Exhibitor** **\$10,000**
- Gold Level Exhibitor \$5,000
- Silver Level Exhibitor \$3,500
- Bronze Level Exhibitor \$2,000

Payment Method:    Check Enclosed

Amount to be charged: \$ _____

Credit Card Number: _____ Exp. _____

Authorized Signature: _____ Date: _____

*** Please fax credit card information to the secure line above (do not email)**

By signing this document, you agree to the above commitment and that a 50% payment is due with this agreement, with the balance due by November 4, 2019. In the event of cancellation, a refund will not be issued. All artwork must be submitted to MCACS for approval prior to use. This includes banners, screensavers, and ads.

Authorized Signature: _____ Date: _____

OFFICIAL INDUSTRY PROSPECTUS



GENERAL EXHIBIT INFORMATION

EXHIBIT TABLE TOP

\$1,500 per table

Each exhibit space will include one 6' by 30" draped table and two chairs. Exhibits will be **TABLETOP ONLY**. No free standing floor displays will be permitted. Standing equipment may be used **in lieu** of a table, but requests must be sent in writing to the Chapter's office for approval. Tabletops will be \$1,500 each.

EXHIBIT DATES AND HOURS*

Saturday, December 7, 2019	6:00 am – 6:30 am	Exhibit Set up
	6:30 am – 1:00 pm	Includes Coffee Break
	1:00 pm – 2:00 pm	Exhibit Break Down

***Times are subject to change based on final program**

LOCATION OF EXHIBITS

The exhibits will be located in the Staffordshire room next to the scientific sessions which are located in the Essex North Ballroom on the 3rd Floor of the Westin Copley Hotel.

SPACE ASSIGNMENT AND RENTAL FEE

\$1,500 per table top exhibit space. Your exhibit fee includes the following:

- Use of contracted space
- Two registrations
- Listing on MCACS website
- Program Guide listing

Each space is a table top exhibit space. Preferred space will be assigned on November 13th, all agreements received after this date will be assigned space in the order in which the applications and payment are received. Exhibitors who wish to avoid assignment of space adjacent to a particular company should indicate this on their agreement. Careful consideration will be given to such requests. The Chapter has the right to alter the Floor Plan at any time and will inform all affected exhibiting companies accordingly.

ADDITIONAL REGISTRATION BADGES

Each exhibit space includes 2 registrations for your company. You may register additional industry personnel at the price of \$50 per badge. Industry registration includes Scientific Sessions. Each person will be issued an exhibitor's badge and must be employed by the Exhibiting Company or have a direct business affiliation.

APPLICATION AND DEPOSIT

Your exhibit application must be accompanied by 100% of the amount due in order to reserve space and must be received by November 4, 2019. Credit card information or checks (in U.S. funds only) should be sent to:

MCACS Exhibits
Attn: Brittany Fiore
500 Cummings Center Suite 4400
Beverly, MA 01915
Fax: 978-524-0461

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EXHIBITOR GUIDELINES

GENERAL

All matters and questions not covered by the regulations are subject to the decision of MCACS. "The Chapter" or "MCACS" shall mean the Massachusetts Chapter of the American College of Surgeons, its committees, agents or employees acting for the management of the Scientific Meeting and Exhibition.

NATURE OF EXHIBITION

The MCACS Annual Meeting includes a scientific exhibit designed to provide a showcase of products and services either specifically designed for, or customarily used in, purchasing or delivery of general surgery. This event attracts several disciplines. Below is a breakdown of the 142 professionals that attended the 65th Annual Meeting:

FACS, Member of MA Chapter	43
ACS Candidate/Associate Fellow	4
Guest Physician	9
Residents/Students	86

MCACS reserves the right to refuse rental space to any company whose products and services are not, in the opinion of the Chapter, compatible with the mission of MCACS and the objectives of the MCACS exhibition. The Chapter does not guarantee that any space will be available to any applicant. If space is not available, a waiting list will be held in the order of receipt of application and 50% deposit. MCACS will either apply payment for the following year or refund all payments received in the event space does not become available. This will occur two weeks after the meeting.

TERMS IN CASE OF DEFAULT

If any exhibitor or partner fails to pay, when due, any sum agreed upon, or if any exhibitor or exhibitors fails to meet any term or condition of the application, or fails to observe and abide by these Rules & Regulations, MCACS reserves the right to terminate the contract immediately without refund of any monies previously paid. In any case, no refunds will be made on or after November 4, 2019.

EXHIBIT SERVICE KIT

The Service Kit will be available once space is assigned. The Service Kit will provide complete information regarding:

- Shipping and utility services
- personnel registration
- program guide product description requirements
- and any additional information needed during installation, exhibiting and dismantling of your exhibit

CHANGES

All times, schedules and floor plans are subject to change. All changes will be communicated in subsequent material.

PRELIMINARY PROGRAM

The MCACS Preliminary Program is posted on the MCACS website.



SPECIAL NEEDS

Please contact the MCACS office if you have a disability, which requires special accommodations.

OFFICIAL INDUSTRY PROSPECTUS

EXHIBIT APPLICATION- Page 1 of 2

MCACS Annual Meeting

December 7, 2019 • Westin Copley Place, Boston, MA

Please complete both pages of this application and either type or print in each section. Sign and return both pages with payment: either 1) mail a check payable in US Dollars to MCACS, 500 Cummings Center, Suite 4400, Beverly, MA 01915 or 2) fax both sides with credit card information to 978.524.0461. On or before November 4, 2019 payment in full of the total commitment is due. Confirmations and space assignments will be sent after November 13, 2019. All financial transactions including payments and refunds are in US Dollars.

CONTACT INFORMATION

Contact Person: This person will receive all correspondence pertaining to this meeting.

Title

Telephone number

Fax number

Email address

Company Name

Street Address

City/State/Zip/Country

Web Address

EXHIBIT SPACE

of table(s) _____ x \$1,500 = \$ _____

COMPANY DESCRIPTION: Describe products and services to be exhibited in 10 words or less. This will allow us to determine your company's eligibility to exhibit.

Location preferences: (List Table Numbers)

1stChoice _____ 2nd _____ 3rd _____ 4th _____

We would like to be near

We would not like to be near

PAYMENT METHOD Check amount enclosed:

\$ _____
(US banks only)

CREDIT CARD American Express MasterCard Visa

Please do not email CC#'s. Fax to this secure line 978-525-0461.

Amount to be charged: \$ _____

Credit Card Number

Expiration Date

Security Code (3 digits on front or back of card)

Name as it appears on credit card

Cardholder's Signature

Please check if credit card billing address is same as contact information at the top of the form.

If billing address is not the same please enter below.

Company Name

Street Address

City/State/Postal Code /Country

WE AGREE TO ABIDE BY ALL RULES AND REGULATIONS SET FORTH IN THE PROSPECTUS AND THIS APPLICATION (FRONT AND BACK). ACCEPTANCE OF THIS APPLICATION BY SHOW MANAGEMENT CONSTITUTES A CONTRACT. CONFIRMATION WILL BE SENT ON OR AFTER November 4, 2019

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

OFFICIAL INDUSTRY PROSPECTUS

EXHIBIT APPLICATION- Page 2 of 2

The Massachusetts Chapter of the American College of Surgeons, and its authorized representatives are hereinafter referred to as "Show Management."

1. PAYMENT AND REFUNDS. Applications submitted prior to November 4, 2019 must be accompanied by a deposit in the amount of 50% of the unit fee. 100% of the total commitment due must be paid by November 4, 2019. Applications submitted after November 4, 2019 must be accompanied by payment IN FULL. Applications received without such payment will not be processed nor will space assignments be made.

If Show Management receives a written request for cancellation of space in whole or in part on or before November 4, 2019, the exhibitor will be liable for a 25% processing fee. For cancellations in whole or in part received after November 4, 2019, no refunds will be issued.

It is expressly agreed by the exhibitor that in the event he fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by him for his space reservation, regardless of whether or not the Show Management enters into a further lease for the space involved.

2. SPACE RENTAL AND ASSIGNMENT OF LOCATION. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. **SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.**

3. USE OF SPACE, SUBLETTING OF SPACE. No exhibitor shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted.

Exhibitors must show only goods manufactured or dealt by them in the regular course of business. Should an article of non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

4. EXHIBITORS AUTHORIZED REPRESENTATIVE. Each exhibitor must name one person to be his representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, children sixteen (16) years of age and under will not be admitted to the exhibit halls at any time.

5. INSTALLATION AND REMOVAL. Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Installation of all exhibits must be fully completed by the opening time of the exposition.

Any space not claimed and occupied three hours prior to opening, may be resold or reassigned without refund. No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the Show.

6. ARRANGEMENT OF EXHIBITS. Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition.

Exhibitor Plan Review. Booth construction plans and layout arrangements for first-time exhibitors, exhibits in peninsula or island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

7. EXHIBITS & PUBLIC POLICY. Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. Electrical wiring must conform with the National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at exhibitor's expense.

Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will be made available for such purpose. If unusual equipment or machinery is to be installed or if appliances that might come under fire codes are to be used the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City and State fire regulations.

Independent contractors must conform to IAEE, ESCA and ED&PA guidelines. All exhibitor labor must comply with established labor jurisdictions.

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

9. OPERATION OF DISPLAYS. Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, are determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so-called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Direct Sales. No retail sales are permitted within the exhibit area at any time, but orders may be taken for future delivery.

Contests, Drawings & Lotteries. All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the exposition.

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

Gaseous and Cryogenic Materials. Exhibitor must work directly with the Westin Copley Hotel on proper delivery and storage of dewars or other containers and proper transfer of gases for cryogenic and/or other purposes. MCACS must also be notified of such materials before November 4, 2019.

Live Animals. Live animals are prohibited.

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

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

10. SOCIAL ACTIVITIES. Exhibitor agrees to withhold exhibiting hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management.

11. LIABILITY AND INSURANCE. Exhibitors will be held liable for any damage caused to the hotel property, and no material or matter of any kind shall be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors, or other parts or portions of the hotel building or furnishings. Whatever may be necessary to properly protect the building, equipment or furniture will be installed at the expense of the Exhibitor.

12. INDEMNIFICATION. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save the Massachusetts Chapter of the American College of Surgeons, the Westin Copley Place Hotel, its affiliates and employees harmless against all claims, losses and damages to persons or property, governmental charges of fines and attorneys' fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the Westin Copley Place Hotel, its affiliates and employees. In addition, Exhibitor acknowledges that the Massachusetts Chapter of the American College of Surgeons, and the Westin Copley Place do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor.

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

14. AMERICANS WITH DISABILITIES ACT. Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless Show Management and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

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

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

DATE

AUTHORIZED SIGNATURE

TITLE

OFFICIAL INDUSTRY PROSPECTUS

WESTIN COPLEY HOTEL FLOOR PLAN

