

YANKEE DENTAL CONGRESS 2020 | RULES & REGULATIONS

The 2020 Rules and Regulations will govern all the exhibits at the 45th Yankee Dental Congress presented by the Massachusetts Dental Society ("MDS") (a constituent of the American Dental Association) and the participating dental societies of Connecticut, Maine, New Hampshire, Rhode Island and Vermont. Yankee will take place at the Boston Convention & Exhibition Center ("BCEC"), operated by the Massachusetts Convention Center Authority ("MCCA"). By signing the application/contract, you (the "Exhibitor") acknowledge that you have read, understand and agree to comply with these Rules and Regulations, and that MDS's acceptance of the form, as signed and submitted by you, creates a binding contract between Exhibitor and MDS.

Exhibitor Set-Up

Tuesday, January 28 thru Wednesday, January 29, 2020. Additional time can be requested from the individuals who are managing Yankee on behalf of MDS ("Show Management"). All crates must be removed from the Exhibit Hall aisles by 4:00 PM on Wednesday, January 29 to allow for installation of aisle carpet. Crates remaining after this time will be removed at the Exhibitor's expense.

Exhibit Dismantle

Saturday, February 1, at 4:00 PM thru Sunday, February 2, 10:00 AM. Dismantling before the conclusion of show hours is not permitted. Exhibitor must complete arrangements for outbound shipment with the General Service Contractor, Freeman. All freight carriers must be checked in by 8:00 AM on Sunday, February 2; if this is not done, Freeman may select a carrier to ship all remaining Exhibitor freight at the Exhibitor's expense.

Space Assignment Policy

Assignment of exhibit space shall be made at the discretion of Show Management. For applicants who submit completed applications with the requisite payment in a timely manner, Show Management will make reasonable efforts to assign space in accordance with the following seniority system.

For companies that have previously exhibited at Yankee, one point is given for each year exhibited. Points are also added for \$7,500 or more of sponsorship and advertising. When an exhibiting company acquires another exhibiting company, the larger seniority point number is utilized. Seniority points of individual companies are not combined. Seniority points are not affected when an exhibiting company acquires the product line of another exhibiting company.

Applicants are assigned booth space based on the number of points accumulated, as indicated above, and the date they return their contract and deposit within the priority time frame. MDS does not guarantee that you will be assigned the space requested or that competitors will not be placed next to each other. The Show Management's decisions on space location are final and binding on all applicants.

There is no guarantee that MDS will be able to accommodate all applicants. Notwithstanding anything herein to the contrary, MDS reserves the right, in its sole discretion, to refuse exhibit space to any company, including prior exhibitors.

Deposit & Balance of Payment

Applications received before August 31, 2019 will not be accepted or processed without a deposit of 50% of the total rental cost for all booths requested.

Payment in full is due by August 31, 2019. Applications received after August 31, 2019, must include payment in full with the application.

Cancellation or Downsizing of Booth Space

Cancellations or requests to downsize **must be submitted in writing to the MDS**. If such notice is received on or before June 30, 2019, there will be a full refund (0 refund for purchased aisle space); if notice is received between July 1 and September 5, 2019, MDS will retain the 50% deposit per booth (0 refund for purchased aisle space); if notice is received after September 5, 2019, no refund will be provided. Upon receipt of notice of cancellation, MDS may assign the cancelled space to any person or use such space for any purpose, all without notice or liability to the Exhibitor. Exhibitors whose booth space has been canceled are not permitted to register personnel for the meeting. Cancellation of island space will lose the entire cost of adjacent (lost) booths at any time following original contract submission.

Abandoned Space

Any space not completely set-up by 6:00 PM on Wednesday, January 29, 2020, will be regarded as abandoned and may be resold or reassigned by MDS, and the Exhibitor will not be provided any refund. Each exhibit must be open for the full duration of official show hours and must be closed at all other times. If the Exhibitor abandons its booth space without MDS permission, invitations to participate in future Yankee meetings will be withheld and the Exhibitor may lose its seniority status in booth assignments or be barred from future Yankee Dental Congresses.

If the Exhibitor will be delayed, due to weather or any other circumstance, they must notify Show Management and inform them of the delay. (Exhibitor should contact the MDS office for a number to call the Show Management office on-site at the BCEC.) MDS has sole, discretionary authority on whether to excuse the delay or treat the booth as forfeited.

Registration

Use of exhibit booth space is limited to personnel of the Exhibitor who has contracted for the space. Exhibit booths must be staffed by registered Exhibitor personnel, wearing their official Yankee exhibitor badges, at all times during the official show hours. Each Exhibitor will be allowed to register 12 booth personnel per booth. Dentists, hygienists, assistants or technicians may not register as a guest of the Exhibitor. Additional booth personnel over the 12 per booth allotment will be charged a \$30 fee per registrant. Exhibitors may pre-register booth personnel from September 18, 2019 at 12 noon through on-site. All Exhibitor personnel must either be employees of the Exhibitor or receive commissions, brokerage or salary from the Exhibitor. Consultants are not considered employees of a

company. False certification of individuals as Exhibitor representatives, misuse of Exhibitor badges, or any other method or device used to assist unauthorized personnel to gain admission to the exhibit floor may be subject to a fine of the applicable registration fee and/or expulsion of the Exhibitor from the exposition and barring of such unauthorized individual from entrance to the exposition floor, without any obligation on the part of MDS for refund of any fees. The Exhibitor, its employees and agents, waive any rights or claims for damages against MDS, its employees and agents arising out of the enforcement of this paragraph.

Exhibitor Appointed Contractors

Exhibitors using a 3rd party exhibitor appointed contractor (EAC) are required to provide the EAC with a copy of the Yankee 2020 Rules and Regulations and the necessary forms from the exhibitor service manual. All EAC's are responsible for complying with these Rules and Regulations. Before beginning set-up, all EAC's must sign in for badges at the BCEC employee entrance at the back of the building off the parking lot. All EAC's must carry insurance listing Massachusetts Dental Society/Yankee as an additional insured. This policy must include a minimum of \$1 million commercial general liability, \$1 million worker's compensation insurance including employee liability coverage, and \$500,000 with respect to damage of property.

Exhibit Space

The Exhibitor acknowledges that MDS is merely a licensee of the BCEC and that the Exhibitor is merely a licensee of MDS. The Exhibitor shall use its exhibit space in compliance with all rules and regulations imposed by the BCEC. In addition, the Exhibitor shall use its space solely and exclusively for the exhibition of services, equipment, and/or materials provided, manufactured or distributed by it in the regular course of its business, and for no other services or goods. The Exhibitor agrees not to in any way, directly or indirectly, sublicense or otherwise apportion or dispose of its exhibit space or any part thereof, or otherwise make available any or all of any part of said space to any person, firm, or entity other than the Exhibitor.

Security

All exhibits and respective contents are at the Exhibitor's sole risk. Neither MDS, the MCCA, nor any of their employees or agents will be responsible for damage or loss caused by fire, riots, strikes, civil disturbance, weather, acts of God, terrorism, disease, epidemic, war or other causes beyond their reasonable control ("Force Majeure"). Without in any way limiting or detracting from the forgoing exculpation of liability, the exclusive security company at the BCEC will provide general protection of exhibits displays on a 24-hour basis from the beginning of set-up time until the end of dismantling times. However, Exhibitor is expected to carry all risk insurance on its exhibit and utilize lock boxes; if Exhibitor desires special individual company security, it must contract with the security company at the BCEC, at Exhibitor's own expense. Under no circumstances will MDS or the MCCA be responsible for any breaches in security, except if such breach results from the gross negligence or willful misconduct of MDS or the MCCA. In the event that the

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exhibition is barred, prevented, or canceled due to Force Majeure or other circumstances beyond the control of MDS, then any refund of sums previously paid under the exhibit contract shall be at the sole and exclusive discretion of MDS.

Insurance

The Exhibitor shall carry and maintain a minimum of \$1 million insurance coverage that provides comprehensive general liability coverage, coverage against damage to persons and property, and hazard insurance insuring the Exhibitor's property and its exhibit space, to fully protect it, MDS, the participating dental societies of Connecticut, Maine, New Hampshire, Rhode Island and Vermont, the MCCA and Freeman against all risks in connection with its exhibit at Yankee, or under the 2019 Rules and Regulations, or otherwise. All such insurance shall name the entities listed in the previous sentence as additional insureds. The Exhibitor shall send an original certificate of insurance to MDS by December 13, 2019. No Exhibitor will be allowed to set-up without the required certificate of insurance.

Indemnification and Liability

The Exhibitor assumes the sole and entire responsibility for any and all bodily injury (including death) and damage to or loss of property that may be sustained in connection with or resulting from Exhibitor's participation in Yankee and use of the BCEC. The Exhibitor agrees to indemnify and hold harmless MDS, the participating dental societies, Freeman and the MCCA from any claim, loss or damage (including reasonable attorney's fees and expenses) that any of them may sustain or be required to pay, in connection with, related to or arising from the Exhibitor's exhibition at the Yankee Dental Congress, including any violation by the Exhibitor of these Rules and Regulations, except if such claim, loss or damage results from the gross negligence or willful misconduct of the indemnified parties. THE MAXIMUM LIABILITY OF MDS FROM ANY AND ALL CAUSES SHALL BE LIMITED TO THE AMOUNTS PAID BY THE EXHIBITOR HEREUNDER; IN NO EVENT SHALL MDS BE LIABLE FOR PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

Booth Space Description

Each booth will be supplied with an 8' high back drape, 3' high side rails and a 7" x 44" sign at no expense. All booths must be carpeted at the Exhibitor's expense. If there is no floor covering by 5 pm on Wednesday, January 29, Yankee will order carpet to be charged to the exhibitor. The Exhibitor must pay for carpentry, decorating, labor, additional signs, and furnishings, and all such arrangements shall be made directly with Freeman. Exhibit booths are 10' deep by 10' wide unless otherwise indicated on the 2020 floor plan.

Booth Space Limitations

Descriptions and requirements for Booth Construction are set forth on page 9 of the Exhibitor Prospectus, which are incorporated into these rules and regulations by reference. Hanging signs and banners are permitted at Yankee for exhibit space 20' x 20' or larger, however, written approval from Show Management of all signs and banners is needed. No interference with light or space of other exhibitors will be allowed. Booths which have been given prior approval to extend fuller than the maximum

allowable height must ensure that the back side has a finished look with no company signage. No signs or any other articles shall be posted, nailed, or otherwise attached to any pillars, walls, doors, floor, etc. in any manner, and the Exhibit Hall floor must be protected from any dripping oil. Flammable or explosive substances, pyrotechnics or lighter than air balloons (helium) will not be permitted in the building. No tents, umbrellas, and/or canopies are allowed. Exhibits will be examined for compliance, but any failure of MDS to notify Exhibitor that it is not in compliance shall not relieve the Exhibitor from all responsibility associated with such breach. The Exhibitor shall be responsible for any damage to the building, its fittings and any other exhibitor's space, and for any personal injury or other property damage associated with its failure to comply with these policies or its engaging in unlawful or inappropriate behavior.

MDS reserves the right to require, at the Exhibitor's sole expense, that proper background of booths and carpet be provided by Freeman in order to maintain the dignity and good appearance of the meeting. The right is also reserved to prohibit any exhibit or part of exhibit, or proposed exhibit, which in the opinion of MDS is not suitable or in keeping with the character of the exhibition or professional practices, or would tend to bring the reputation of the exposition, MDS or any of the other sponsoring dental societies into disrepute. This reservation of rights applies as well to persons, booths, things, conduct, and printed and advertising matter that MDS deems unsuitable, unprofessional or disreputable.

Laser Exhibiting

In keeping with safety precautions for lasers, Yankee has adopted the following policy for those exhibitors displaying lasers in the exhibit area:

- Lasers must be operated only within a suitable enclosed space with eye protection for those viewing and operating the laser.
- All demonstrations of CO₂ lasers must be conducted in clear plastic boxes with top and sides enclosed.
- Appropriate plastic colored cubicles must also be available for other types of lasers being demonstrated.
- No laser equipment may be left unattended in operable condition.
- Exhibiting companies will initially complete the Yankee Laser Exhibitor Form to be found in the Exhibitor Service Manual. Upon receipt of this form, Yankee will send more detailed information including the link to the registration form with the Department of Health, which the exhibiting company must complete at least 10 days before Yankee.
- All laser units must be inspected prior to use. The MDS will set up a time with the Department of Public Health for inspection, usually the Wednesday before Yankee opens.

Marketing & Sales

Exhibitor shall not use the name or logo of the Yankee, or any facsimile thereof, or any promotional material or marks associated with the Congress for any purpose

other than promoting Exhibitor's supplies, goods or services in the booth assigned to it, except by written permission of MDS.

Use of live or mechanical music is prohibited within the Exhibit Hall without express written permission from MDS. Any and all licenses to permit public performance of music or movies are the sole responsibility of the Exhibitor to acquire. If permission is granted and complaints are made, MDS reserves the right to require that the music be lowered or turned off completely. No noisemakers, loud speakers, megaphones, sideshow tactics, undignified methods, or materials will be allowed. Booth presentation and movies must be located as not to interfere with other exhibitors or aisle space. Videotaping and photography of the show and other exhibits is strictly prohibited. Demonstrations involving procedures on patients, live models or animals are prohibited unless authorized by Show Management.

Distribution of any samples or advertising materials, prize awards, drawings, raffles, lotteries, or contests, or the distribution of refreshments are subject to prior approval of MDS, which must be requested in writing no later than January 11, 2020. Failure to comply with this rule may result in dismissal from the Exhibit Hall floor.

All demonstrations or promotional activities must be in compliance with the law and confined within the limits of the contracted exhibit space. No business activities are to be undertaken in any aisles, lobbies or other areas of the BCEC. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations or other promotional activities. The Exhibitor is responsible for keeping aisles near its exhibit space free of congestion caused by its demonstrations and other promotional activities.

Competitive Activities

In order to protect the status of Yankee as existing exclusively as a forum for educating dental professionals and others about developments in the profession of dentistry and the equipment and technology utilized in the provision of dental services, MDS requires that the following restrictions be observed: To reserve any rooms in the convention hotels, a company connected in any way with the profession of dentistry must have contracted for exhibit space with Yankee. Within a one (1) mile radius of any portion of (i) the Boston Convention & Exhibition Center, (ii) the Prudential Center or (iii) any of the convention hotels (together, the "Restricted Area") the Exhibitor shall not, whether directly or indirectly, during the period from Monday, January 27, 2020 through Sunday, February 2, 2020 (the "Meeting Period"), use, attempt to use or employ for exhibit, marketing, advertising, signage or display purposes, or for the conduct of seminars, clinics, promotions, or for the distribution of samples, literature or like items, or for any similar or related activities involved in or connected with its business affairs or operations (the "Restricted Uses"), any space other than (i) that exhibit space for which it has contracted with MDS, (ii) any space owned or leased by the Exhibitor that it has regularly and continuously used during substantially all business hours throughout at least the six (6) month period immediately prior to the Meeting Period for the same

purpose and in the same way as it is used during the Meeting Period, or (iii) such other space as to which MDS has granted its prior written consent for such use, which consent may be withheld in the sole discretion of MDS. The foregoing restrictions shall apply irrespective of whether or not the Exhibitor uses the name "Yankee Dental Congress", "YDC" or any marks or logos associated therewith in such competitive space.

In the event the Exhibitor or any person under its control takes any action in violation of the provisions of this Section, and without regard to whether or not the Exhibitor makes use of any of Yankee marks or logos in such space, the Exhibitor acknowledges and agrees that MDS, in its sole discretion, may cause the immediate closure and removal of the Exhibitor's booth from the Exhibit Hall and the exclusion of the Exhibitor and all its representatives from the Exhibit Hall. No refund of any space rental fees will be provided in such situation and the Exhibitor shall be liable for the costs of such booth closure and removal. The Exhibitor, in MDS' sole discretion, may also be prohibited from participating in future Yankee meetings and, if permitted to participate, may lose its seniority status in booth assignments.

The Exhibitor acknowledges that in the event of its violation of any of the provisions of this Section it will be difficult, if not impossible to calculate the damages incurred by MDS in connection with such violation. Accordingly, the Exhibitor shall pay to MDS as liquidated damages and not as a penalty, an amount equal to the result obtained by multiplying the number of square feet of space used in violation of this Section (as reasonably estimated by MDS) by a rate per square foot equal to that charged by MDS to the Exhibitor for its space in the Exhibit Hall.

Service Manual

The service manual will be sent electronically in October 2019 and will contain the 2020 Rules and Regulations and the necessary requisition forms for registering booth personnel and ordering all furnishings or service. This information can also be obtained from the Yankee website. Contact Show Management if your service manual has not been received by October 31, 2019.

Exhibitor Housing

The Yankee Dental Congress Housing Bureau will open September 18 at 12:00 noon for reservations for the meeting. This information will be available on the Yankee website or in the 2019 Program Book.

Utilities & Cleaning

All utilities are supplied by the BCEC. No exhibitor will be allowed to bring in compressed gas or air. Drainage is limited to specific areas. Network Services is an exclusive service provided by the BCEC. The Exhibitor must at its expense, maintain and keep in good order the exhibit booth. The Exhibitor is responsible for placing all trash in front of the booth at the conclusion of each exhibit day for removal by the cleaning company. No cleaning personnel will be allowed into an exhibit booth unless

an exhibiting company has contracted for cleaning service. Please see the Service Manual for complete regulations.

Booths do not include cleaning. Booth vacuuming may be ordered through the official cleaning vendor or provided by the exhibitor.

Rigging

All aerial rigging within the BCEC must be approved by Yankee and the BCEC. All rigging within the Exhibit Halls will be the sole responsibility of the BCEC's exclusive rigging service provider.

Freight

See the service manual for all Rules & Regulations on Freight and Shipping.

Storage of Crates & Boxes

All empty crates/containers to be removed to the storage area must have an empty label marked with Exhibitor's booth number. Arrangements for storage and labels may be obtained at the Freeman Exhibitor Service Center. The Exhibit Hall is subject to strict supervision by inspectors of the Massachusetts Department of Public Safety and the Boston Fire Department. It is suggested that small boxes be nested inside larger ones. No boards or skids will be accepted for storage unless securely tied into bundles and tagged. Fire regulations require that wrapping materials such as paper, excelsior, etc. must be completely enclosed within packing boxes. Materials not in accord with these regulations will be considered refuse and disposed of by the cleaner. The City of Boston Fire Regulations prohibits storage of boxes behind the booth displays. Any packing boxes stored behind the booth may be removed at the Exhibitor's expense. MDS assumes no liability for any product(s) stored.

Fire & Safety Prevention

No exhibit booth may block any fire-fighting equipment, emergency exit doors, fire hoses, or pull boxes. Flammable and combustible fluids or mixtures are not permitted within the BCEC. All decorations, drapes, signs, banners, acoustical materials, cotton, paper, hay, straw, moss, split bamboo, plastic cloth, and similar materials shall be flame retardant to the satisfaction of the Fire Marshall. Oilcloth, tarpaper, nylon and certain other plastic materials cannot be made flame retardant and, therefore, use is prohibited. Storage behind booth back wall and under tables is strictly prohibited.

Non-Endorsement

The exhibiting of products or services at Yankee does not constitute endorsement by MDS. If the Exhibitor participates as a clinician in a scientific session, it is expressly forbidden for the Exhibitor to use the scientific session for promotional purposes.

Conduct

The Exhibitor and its representatives are expected to act at all times in a professional manner. The Exhibitor shall not infringe upon the rights and privileges of another exhibitor. Any complaints regarding infractions

of the rules or disputes between exhibitors should be made directly to MDS. Any decision by the Society shall be final, binding and non-appealable. Unethical or criminal conduct or infraction of the rules on the part of the Exhibitor or its representatives will subject the Exhibitor or its representatives, or both, to ejection from the Exhibit Hall and forfeiture of booth space, booth fee and/or seniority status in booth assignments. In such an event, Exhibitor acknowledges that it shall not receive any refund of its booth fee.

Enforcement of Rules & Regulations

Any violation of these Rules and Regulations, as determined by the Massachusetts Dental Society in its sole discretion, may result in the immediate closure and removal of the Exhibitor and its exhibit booth from the Exhibit Hall. No refund of any space rental fees will be provided. The Exhibitor may also be prohibited from participating in future Yankee Dental Congress meetings or lose its seniority status in booth assignments.

In the event of a breach or threatened breach of these Rules and Regulations by the Exhibitor or a default by the Exhibitor of its obligations to MDS, the Exhibitor shall pay to MDS all attorneys' fees and costs incurred by MDS in connection with such breach, threatened breach or default.

Contract Application

Mail contract for booth space to:

**Massachusetts Dental Society
Exhibits Department
Two Willow Street
Southborough, MA 01745**

Any requests for permission to vary from the rules and regulations must be made in writing to the Yankee Dental Congress Show Management, which has sole discretion to grant, withhold or condition permission. The Massachusetts Dental Society reserves the right to modify these Rules and Regulations and such modifications shall be binding on the Exhibitor upon notice to the Exhibitor and the posting of such revised Rules and Regulations on the Yankee website www.yankeedental.com. In the event a situation arises that is not covered by these Rules and Regulations, the decision of MDS shall be final, binding and non-appealable.