

## APPLICATION AND CONTRACT FOR THE INDUSTRY-EXPERT THEATER

The Application and Contract for the Industry-Expert Theater must include full payment or it will not be considered. Quantity is limited and requests are accommodated on a first-come, first-served basis. Once your Application and Contract for the Industry-Expert Theater and full payment have been received and approved, you will be notified of your Industry-Expert Theater assignment.

### CONTACT INFORMATION

Exhibitor Name			
Mailing Address			
City	State/Province	Zip	Country
Contact Person	Title		
Phone	Email		

As an authorized representative of the above stated Exhibitor, I have received and reviewed the "2021 Annual Meeting Industry-Expert Theater Contract Terms" and the "2021 Annual Meeting Rules, Regulations and Policies" available online at [www.astro.org/rules](http://www.astro.org/rules), (as existing on the date hereof and as the same may be amended or changed), hereinafter referred to collectively as "IET Terms and Rules". Exhibitor agrees to comply with the IET Terms and Rules which are incorporated herein by reference and made part of this contract ("Contract"). In the event of any change in the IET Terms and Rules, the most up-to-date versions, available online at [www.astro.org/rules](http://www.astro.org/rules), will be controlling.

The parties hereto agree that upon the Exhibitor's authorized signature and ASTRO's acceptance and approval, this Contract will constitute a legal and binding agreement between Exhibitor and ASTRO enforceable in accordance with its terms.

Signature	Print Name	Date
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### PREFERRED DATES *Please select top two choices - time slots will be finalized when break times are identified.*

<b>Sunday, October 24, 2021</b> <input type="checkbox"/> Midday/Lunch Break <input type="checkbox"/> Afternoon Break	<b>Monday, October 25, 2021</b> <input type="checkbox"/> Morning Break <input type="checkbox"/> Midday/Lunch Break <input type="checkbox"/> Afternoon Break	<b>Tuesday, October 26, 2021</b> <input type="checkbox"/> Morning Break <input type="checkbox"/> Midday/Lunch Break
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### INDUSTRY-EXPERT THEATER FEE

Midday/Lunch Break: \$30,000     
  Morning/Afternoon Break: \$20,000

### CANCELLATION POLICY

- 50% of the total fee will be retained for cancellations received on or before June 28, 2021.
- 100% of the total fee will be retained for cancellations received after June 28, 2021.
- All cancellations must be made in writing.
- ASTRO reserves the right to cancel the Industry-Expert Theater per terms of the IET Terms and Rules.

### QUESTIONS?

**Please contact Kathy Peters:**

Phone: 703-839-7342  
 Email: [kathy.peters@astro.org](mailto:kathy.peters@astro.org)

### PAYMENT INFORMATION

#### CHECK PAYMENT

If paying by check, please fax Application and Contract to 703-286-1571. Please mail original application with check made payable to ASTRO to:

**FOR STANDARD MAIL:**  
 ASTRO  
 P.O. Box 418075  
 Boston, MA 02241-7217

**FOR OVERNIGHT DELIVERY:**  
 Bank of America, Merrill Lynch Lockbox Services  
 Lockbox #417217, MA5-527-02-07  
 2 Morrissey Blvd.,  
 Dorchester, MA 02125

Fax Application and Contract for Industry-Expert Theater to Erick Granados at 703-286-1571.

#### CREDIT CARD PAYMENT

Your signature authorizes your card to be charged for the total amount due according to the schedule above. ASTRO reserves the right to charge the correct amount if different from the total listed. Cardholder is responsible for any changes in the exchange rate.

American Express     
  Discover     
  MasterCard     
  Visa     
 Amount: \$ \_\_\_\_\_

Cardholder's Name (as it appears on card)	Signature
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Billing Address	City	State	Zip Code	Country
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Card Number	Exp. Date	CSC Code
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### ELIGIBILITY

Exhibiting companies who have secured booth space at the 2021 ASTRO Annual Meeting will be given first priority in applying for a slot in the Industry-Expert Theater, subject to availability and adherence to all published 2021 Annual Meeting Industry-Expert Theater Contract Terms and the *2021 Annual Meeting Exhibitor Rules, Regulations and Policies* ("Rules") available online at [www.astro.org/rules](http://www.astro.org/rules), as existing on the date hereof and as the same may be amended or changed, hereinafter referred to collectively as "IET Terms and Rules" and incorporated herein by reference. In the event of any change in the IET Terms and Rules, the most up-to-date versions, available online at [www.astro.org/rules](http://www.astro.org/rules), will be controlling.

In the event a company reserves a booth at the 2021 ASTRO Annual Meeting but does not make full payment of booth space by June 28, 2021, cancels prior to the 2021 ASTRO Annual Meeting or is a no-show in the Exhibit Hall, permission to hold the Industry-Expert Theater will be revoked. This policy will be strictly enforced and any violation(s) will result in the cancellation of the Industry-Expert Theater as well as forfeiture of Industry-Expert Theater fee and liability for other fines and damages, and may jeopardize future participation at ASTRO meetings.

### APPLICATION, PAYMENT AND CANCELLATION

The entire Industry-Expert Theater fee ("Fee") is due from the exhibitor ("Exhibitor") with submission of the Application and Contract for the Industry-Expert Theater ("Contract"). All charges for the Industry-Expert Theater must be paid in full in U.S. funds, drawn on a U.S. bank by June 28, 2021. In the event of cancellation by the Exhibitor, fifty percent of the Fee will be retained for cancellations received on or before June 28, 2021. After June 28, 2021, no refunds will be issued. Further, no refund will be issued if an Industry-Expert Theater is not engaged or used, nor will refunds be made for space used only part of the time or for Industry-Expert Theaters terminated due to Exhibitor violations of the IET Terms and Rules. All cancellations by Exhibitor must be submitted in writing to Kathy Peters, ASTRO Annual Meeting Show Management, 251 18<sup>th</sup> Street South, 8<sup>th</sup> Floor, Arlington, VA 22202. ASTRO reserves the right to cancel the Industry-Expert Theater per the terms of the IET Terms and Rules. Regardless of the circumstances of cancellation, Exhibitor's sole remedy shall be the appropriate refund, if any, specified in the IET Terms and Rules. In particular, but without limitation, ASTRO retains the right to cancel due to force majeure as established in its sole discretion, in which case Exhibitor shall receive a refund of Fee minus a minimum of a 15% processing payment or a greater deduction if necessary, to cover direct and/or indirect costs or financial obligations incurred by ASTRO through date of cancellation.

Upon acceptance of Application and Contract for the Industry-Expert Theater and receipt of full payment, a confirmation letter will be issued to the Exhibitor detailing the Industry-Expert Theater assignment and the date and time that the Exhibitor shall have access to the Industry-Expert Theater space ("Space").

### SCHEDULING

Industry-Expert Theaters are limited and will be assigned on a first-come, first-served basis. Available time slots can be found on the Application and Contract for the Industry-Expert Theater. Time slots are subject to change at any time.

### PROVIDED SERVICES

The following services are included in the cost of the Industry-Expert Theater:

- Industry-Expert Theater meeting space includes theater seating, a stage with head table and a registration table outside of the theater.  
*Upgraded staging packages available — please inquire if interested.*
- Assignment of day and time.
- Audio visual equipment to include:
  - One LCD projector.
  - One screen.
  - One podium with microphone.
  - One laptop computer.
  - Two table microphones.
  - One aisle microphone.
  - One laser pointer.
  - One speaker timer.
  - 150 attendee headphones.
  - Sound amplification and mixer system.
  - VGA switcher.
- One on-site technician. *Expenses for audio visual services incurred beyond what is provided may be acquired through ASTRO's exclusive audio visual vendor at the expense of the Exhibitor.*
- One complimentary Preshow Attendee mailing list. To order this list, please contact **ASTRO Meetings** at [meetings@astro.org](mailto:meetings@astro.org).
- Industry-Expert Theater listed in the Exhibitor Directory, MyASTROApp - the official Annual Meeting app - the conference planner and the ASTRO Website.
- Program signage outside of the Industry-Expert Theater.
- Video and Audio Package capturing each session with links to be provided four weeks post-meeting. Available in Exhibit Hall Theater locations only.

Exhibitor may provide catering at their own expense through the official caterer at the McCormick Place, Savor..., for participants in the Industry-Expert Theater. Distribution of alcoholic beverages is strictly prohibited within the Space.

### LOGISTICS

The Exhibitor shall be solely responsible for the management of the event, such as content, registration, speaker management, etc., of their Space and for payment of additional costs related to the Space including but not limited to catering and supplementary audio visual equipment, electrical, internet, phone, etc. ASTRO does not provide logistical support for the Space apart from those services listed in the section "Provided Services."

### LIMITATION OF LIABILITY

The Exhibitor shall be fully responsible for all claims, liabilities, losses, damages or expenses relating to, arising out of or in any way connected with the Exhibitor's Industry-Expert Theater; and the Exhibitor shall protect, indemnify, hold harmless and defend the American Society for Radiation Oncology (ASTRO), and its officers, directors, agents and employees ("ASTRO") from and against any and all such claims, liabilities, losses, damages and expenses (including costs of defending against such); provided that the foregoing shall not apply to any injury, loss or damage caused by or resulting from the willful misconduct of ASTRO or one or more of its officers, directors, agents or employees. The Exhibitor further waives any claim against ASTRO or its officers, directors, agents or employees arising out of the publication or republication of any content from or statement made by anyone who is not an employee of ASTRO concerning the Exhibitor's Industry-Expert Theater, products or services.

In case any part of the Exhibitor's Industry-Expert Theater is destroyed or damaged so as to prevent ASTRO from permitting an Exhibitor to occupy assigned space during any part or the whole of the Space period, or in case occupancy of assigned Space during any part or the whole of the Space period is prevented by a strike, an act of God, a national emergency or other cause beyond the control of ASTRO or Exhibitor, then the Exhibitor will be charged for the Space on a prorated basis only for the period during which ASTRO is able to provide Exhibitor access to occupy the assigned Space.

### SECURITY AND INSURANCE

The Industry-Expert Theater will not be secured. ASTRO shall not be liable for damage or loss to Exhibitor's property, nor shall ASTRO be liable for any injury that may occur in the Industry-Expert Theater area.

The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this Contract, comprehensive general liability insurance against claims for bodily injury or death and property damage and loss occurring in or upon, or resulting from, arising out of or related to the premises leased by ASTRO. Such insurance shall comply with the requirements set forth in the *2021 Annual Meeting Exhibitor Rules, Regulations and Policies*, available online at [www.astro.org/rules](http://www.astro.org/rules).

### PHOTOGRAPHY, VIDEOTAPING AND RECORDING

All photography, filming, taping, recording, reproducing, imaging, or capturing in any medium now known or hereafter devised, including via the use of a tripod-based equipment or mobile devices, hereafter referred to as "Capturing," of the Industry-Expert Theater Space, content, material, presentation, attendees or exhibitors, including any display or equipment must be approved in advance by ASTRO. Only the Official ASTRO Photographer may perform Capturing in the Industry-Expert Theater Space and Exhibit Hall unless approval is granted by ASTRO. Exhibitor agrees to comply with all photography/videography requirements set forth in the *2021 Annual Meeting Exhibitor Rules and Regulations*, available online at [www.astro.org/rules](http://www.astro.org/rules).

ASTRO has secured an official photographer to document and capture events at the ASTRO Annual Meeting. The Exhibitor understands that their Industry-Expert Theater may be captured in photographs taken during the meeting and grants ASTRO unrestricted permission to use and publish photographs or video images of the Exhibitor's Industry-Expert Theater for any purpose authorized by ASTRO, including but not limited to website use, publications, promotional marketing and advertising use, etc.

### PROMOTIONAL AND MARKETING MATERIALS

All promotional and marketing materials must contain the following statement: **The Industry-Expert Theater content and views expressed therein are those of the Exhibitor and not of ASTRO.**

### USE OF ASTRO NAME AND LOGOS

The name American Society for Radiation Oncology, the acronym ASTRO and the ASTRO logo are registered trademarks of the American Society for Radiation Oncology. Use of the aforementioned in conjunction with promotional materials, advertisements, email marketing, company websites, endorsements, statements, contests and/or awards is strictly prohibited. In addition, Exhibitor is not permitted to use the name American Society for Radiation Oncology or the acronym ASTRO in a company website address, email signature/tag line, etc.

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

### DISTRIBUTION OF PRINTED MATERIALS

Advertising, marketing, promotional activities, signage and the distribution of product promotion material, product specific advertisement and other types of Exhibitor collateral is strictly limited to within the Exhibitor's booth in the Exhibit Hall and inside the Industry-Expert Theater during the Exhibitor's assigned time slot. Advertising, marketing, signage, promotional activities and/or materials may not be displayed or distributed within a 15 mile radius of the McCormick Place, including but not limited to meeting rooms and public areas at the McCormick Place (excluding advertising and promotional support opportunities secured and approved directly via ASTRO), in or around the vicinity of the McCormick Place, at the airport, in or around the vicinity of any official ASTRO hotels and along any path where attendees may walk or ASTRO shuttles may pass on their way to the McCormick Place.

To ship printed materials to your Industry-Expert Theater, please contact **ASTRO Meetings** at [meetings@astro.org](mailto:meetings@astro.org) for the on-site mailing address and label information.

### POLICIES

Exhibitor agrees to adhere to the *2021 Annual Meeting Exhibitor Rules, Regulations and Policies* that are available online at [www.astro.org/rules](http://www.astro.org/rules) and including, but not limited to:

1. Exhibitor is solely responsible for and must comply with all COVID-19 protocols set forth by Show Management or McCormick Place, as well as any other laws and regulations that are applicable to Exhibitor's activities.
2. Exhibitor is solely responsible for providing notice to all attendees regarding any Open Payments reporting prior to entry into their Industry-Expert Theater.
3. The Exhibitor's activities must be confined to the Space. The Exhibitor may not enter another company's Industry-Expert Theater without invitation.
4. The Exhibitor may not affix any materials to the walls of the Space. Any damage to the Industry-Expert Theater or the facility property through the carelessness, negligence or misconduct of the Exhibitor, its employees, agents or invitees must be paid by the Exhibitor. Trash produced as a result of giveaways, etc., must be maintained in the Space and removed at the Exhibitor's expense.
5. All materials furnished by the Exhibitor to be used in the Space must be in accordance with the Chicago Fire Department's fire code and regulations. All electrical wiring must conform to local codes and regulations.
6. The McCormick Place is in compliance with the Americans with Disabilities Act regulations. The Exhibitor is responsible for compliance with the ADA within the Space. Failure to comply with the ADA is a serious matter and may involve litigation or fines.
7. The use of music, flashing lights, dancers or mimes or other entertainment similar to this in nature is not permitted in the Exhibitor's Space. Helium balloons, glitter and confetti are prohibited.
8. The Exhibitor is responsible for the orderly conduct of the persons in their Space. ASTRO has the right to remove disorderly persons.
9. Children under the age of 18 will not be allowed in the Exhibitor's Space at any time.
10. ASTRO has the right to refuse an Exhibitor on the grounds of unethical or uncooperative behavior, infraction of Industry-Expert Theater Terms or Rules, or other noncompatibility with the event. ASTRO reserves the absolute right to regain possession of any Space by refunding to the Exhibitor the prorated amount paid for the Space.

### NON-COMPLIANCE

Violation of any terms of the Contract may result in Exhibitor being ineligible for a "preferred" booth space or an Industry-Expert Theater for the following meeting, expulsion from the Exhibit Hall and/or Space, loss of all priority points earned in 2021, forfeiture of Fee, and liability for other fines and damages, as well as other possible consequences.

### AMMENDMENT

ASTRO reserves the right to amend or change any of Industry-Expert Theater Terms or Rules. In the event of any change to the Industry-Expert Theater Terms or Rules, the most up-to-date versions, available online at [www.astro.org/rules](http://www.astro.org/rules), will be controlling.