



AMERICAN COLLEGE OF
PROSTHODONTISTS®

November 4-7, 2009
Exhibits: November 5-6, 2009
Manchester Grand Hyatt
San Diego, California

2009 ANNUAL SESSION EXHIBIT SPACE APPLICATION

INSTRUCTIONS: Please type or print this application, completing all sections. Sign and return this original, two-sided application. Upon assignment of space by the ACP, a booth space confirmation will be e-mailed to you.

Rate is \$2,000 per 10'x10' booth plus \$100 per corner premium through June 1, 2009. From June 2, 2009 through Annual Session, the rate per 10'x10' space is \$2,100 plus \$100 per corner premium. Space is assigned on priority point basis and first-come, first-served basis. See the reverse of this application for details.

Your booth includes draped side rails and back wall, ID sign, on-site program listing, Web listing, pre and post attendee mailing list and hyperlink from the ACP/AS site, and three full meeting registrations per 10' x 10'. Registrations, mailing list and program listing will be detailed under separate cover.

1 Contact Information

Organization _____

Address Line 1 _____

Address Line 2 _____

City _____ State _____ Province _____

Country _____ ZIP/Postal Code _____

Phone Number _____ Fax Number _____

Company E-mail _____

Web site _____

Key Contact Person/Title _____

Key Contact Phone Number _____

Key Contact E-mail _____

Whom if other than above shall we contact for:

Promotional Purposes:

Name _____

Phone _____ Fax _____ E-mail _____

Exhibit/Operations Purposes:

Name _____

Phone _____ Fax _____ E-mail _____

2 Space Requirements Minimum booth size is 10'x10'

Number of Booths _____

Preferred Configuration : Standard Standard Corner Peninsula Island Perimeter

Booth Space Location Request:

First Choice # _____ Second Choice # _____ Third Choice # _____

We will make every effort to accommodate your location request and placement away from the following potential exhibitors:

1. _____ Company Name

2. _____ Company Name

3. _____ Company Name

3 Payment

Booth

Number of Booths _____ x \$2,000/\$2,100* U.S. = \$ _____

*\$2,100 fee per 10'x10' applies after June 1, 2009

Plus \$100 per Corner Fee if Applicable = \$ _____

Total Due = \$ _____

Deposit: 50% Total Cost Due with Application \$ _____

Balance Due on or Before June 2, 2009 \$ _____

Full Payment Due if Applying on or After June 2, 2009 \$ _____

Cancellation Policy

By June 2, 2009 Full refund minus \$250 cancellation fee
June 3-July 31, 2009 50% of total booth fee will be refunded, minus \$250 cancellation fee

No refunds after July 31, 2009

Method of Payment

Credit Card

Applications with credit card payment may be faxed to: 312-573-1257 or mailed to address below.

Payment Amount (\$) _____ AMEX MasterCard VISA

Card Number _____ Expiration Date _____

Name on Card _____

Cardholder's Signature _____

I authorize ACP to process the remaining balance for this booth space using the credit card information provided on or after June 2, 2009. Receipt of payment will be sent to the designated contact person listed above.

**American College of Prosthodontists
211 E. Chicago Ave, Suite 1000
Chicago IL 60611**

Check

Check enclosed, payable to the American College of Prosthodontists \$ _____

Please mail this signed application (retain a copy for your records) with check to:

**American College of Prosthodontists
5198 Eagle Way
Chicago IL 60678-5198**

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WE AGREE TO ABIDE BY ALL RULES AND REGULATIONS GOVERNING THE EXPOSITION AS PRINTED ON THE REVERSE SIDE HEREOF AND WHICH ARE A PART OF THIS APPLICATION. ACCEPTANCE OF THIS APPLICATION BY THE ACP CONSTITUTES A CONTRACT. *

Authorized Signature—This must be signed for acceptance of application.

Title _____ Date _____

QUESTIONS? Linda Griffin, ACP Exhibits & Operations
Phone: 773-588-4692
E-mail: Lindacg123@comcast.net

*Signature Required

GENERAL RULES AND REGULATIONS

ACP and its authorized representatives are hereinafter referred to as “Show Management.”

1. PAYMENT AND REFUNDS: Applications submitted prior to June 2, 2009 must be accompanied by a deposit payment in the amount of 50% per booth. Applications received without such payment will not be processed nor will space assignment be made. The balance of the space rental charge will become due and payable on June 2, 2009. Applications submitted on/after June 2, 2009 must be accompanied by payment IN FULL of the space rental. Applications received without such payment will not be processed nor will space assignments be made. NOTE: All exhibit spaces must be carpeted.

Cancellation Policy:

By June 2, 2009, Full refund minus \$250 cancellation fee; June 13-July 31, 2009, 50% of total booth fee will be refunded minus \$250 cancellation fee. **No refunds after July 31, 2009.**

It is expressly agreed by the exhibitor that in the event the exhibitor 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 the use of exhibit space, Show Management shall have the right to reassign the booth location 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 the exhibitor for his space reservation, regardless of whether or not the Show Management enters into a further lease for the space involved.

In case the exposition shall not be held for any reason whatsoever, then and thereupon, the rental and lease of space to the exhibitor shall be terminated. In such case the limit claim for damage and/or compensation by the exhibitor shall be the return to the exhibitor of the prorated amount already paid for space for this specific event.

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 and guidance of the priority point system. Once priority assignments are made, ACP will assign booths on a first-come, first-served basis, regardless of the number of points earned/accumulated. SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION. ACP reserves the right to deduct points for violation of any ACP rules, regulations, guidelines, or policies (e.g. early tear down may result in negative points for future shows). Exhibiting companies are responsible for communicating ACP's priority point policy to their agents, employees, contractors, or anyone connected with or authorized by the company. Violations by third parties on behalf of participating companies will be cause for reduction of participating company points.

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 products and/or services or dealt in 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 the representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service applications as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for representation 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 under sixteen (16) years of age will not be admitted to the exhibit halls.

5. INSTALLATION AND REMOVAL: Show Management reserves the right to adjust the time for booth installation prior to the Show opening and for its removal after the conclusion of the Show.

Installation Wednesday, November 4: 8:30 a.m. - 4:30 p.m. **Dismantle** Friday, November 6: 4:30 a.m. - 8:00 p.m.

Any space not claimed and occupied by 5:30pm on Wednesday, November 4th may be resold or reassigned without refund. No exhibitor will be allowed to dismantle or repack any part of an exhibit until the closing of the show.

6. 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, is 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.

Booth Representatives: Booth representatives including models or demonstrators must be properly registered and wear badges. They must be properly and modestly clothed. Excessively revealing attire is prohibited.

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

Food & Beverage: Food and beverage may not be served in the exhibit hall except with the written permission of show management, and must be ordered through official Catering Department.

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 unless approved in writing by Show Management no later than 60 days prior to the opening of the exposition. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Live Animals: Live animals are prohibited on the Show Floor with the exception of compliance with the Americans with Disabilities Act.

Sales: All sales transacted at the Show must be accompanied by a receipt.

Sound: Microphones are not permitted. Exhibits which include the operation of musical instruments, radios, sound projection equipment, 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.

7. ARRANGEMENT OF EXHIBITS: Each exhibitor is provided the link to the Official GES Exhibitor Services Manual. The Manual 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 Manual. If, in the sole opinion of Show Management, any exhibit fails to conform to the Manual 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.

8. EXHIBITS & PUBLIC POLICY: Each exhibitor is charged with knowledge of all State, County, and City Laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in the exposition. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls, or other parts of the building. 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 the exhibit or display, Show Management will endeavor to answer them.

All booth decorations must meet flame-proofing codes. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform with National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited.

Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc.

Designated “No Smoking” areas must be observed.

8. EXHIBITS & PUBLIC POLICY (CONT'D): 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 and must be signatory to a current local collective bargaining agreement.

An exhibitor who makes any claim or advertises at the ACP in any way which, in the sole opinion of Show Management, is false, misleading or otherwise against public policy, may, at the sole discretion of Show Management, be required to discontinue such claim or advertising.

9. 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 exhibit 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.” 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 Management for removal time and materials at prevailing rates.

10. SOCIAL ACTIVITIES: Exhibitor agrees to withhold sponsoring 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. 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 the ACP, 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.

12. LIABILITY AND INSURANCE: All property of the exhibitor remains under the exhibitor's custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor. It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

13. INDEMNIFICATION: Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such loss or damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

Property Damage: Neither Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

Use of Certain Property: Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless ACP, Show Management, the City and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

14. WAIVER: Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

15. ATTORNEYS' FEES: Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

16. 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. **THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND AND ENFORCE THESE RULES AND REGULATIONS, 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.**

17. UNLAWFUL HARASSMENT POLICY

It is the policy of the American College of Prosthodontists (ACP) that any supervisor, employee, officer, Director, Annual Session participant or vendor should be able to work in an atmosphere free from all forms of discrimination, including sexual and other forms of unlawful harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature.

The ACP prohibits all unwelcome sexual flirtations, advances or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, display in the workplace of sexually suggestive objects or pictures, sexually explicit or offensive jokes, and physical assault. No supervisor, employee, officer, Director, Annual Session participant or vendor shall threaten or insinuate, either explicitly or implicitly, that another individual's refusal to submit to sexual advances will adversely affect that person's employment, work status, evaluation, wages, advancement, assigned duties, or any other condition of employment or career development. Similarly, no supervisor, employee, officer, officer, Director, Annual Session participant or vendor shall promise, imply or grant any preferential treatment in connection with another individual engaging in sexual conduct.

Each member of the ACP's management and leadership is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, every individual is responsible for respecting the rights of other individuals. It is the responsibility of each individual to report incidents of discrimination and harassment. Any individual who feels he or she is a victim of discrimination or harassment by any supervisor, management official, officer, Director, other employee, Annual Session participant or vendor (or who otherwise believes that discrimination or harassment is occurring) should bring the matter to the immediate attention of his or her supervisor so that an investigation can be conducted. If that would prove to be uncomfortable, any individual may directly contact any other member of management, the ACP's Executive Director, or any officer of the ACP. All allegations of discrimination and/or harassment will be promptly investigated in as confidential a manner as possible, and appropriate corrective action will be taken if warranted. The ACP will retain confidential documentation of all allegations and investigations.

Individuals are encouraged to come forward and utilize the procedures described above, and retaliation against any individual for exercising any rights under this policy is strictly prohibited. Any supervisor, employee, officer, Director, Annual Session participant or vendor who is determined, after an investigation, to have engaged in discrimination and/or unlawful harassment shall be subject to disciplinary action, up to and including discharge or expulsion where warranted.