

EXHIBITOR PROSPECTUS

Orthopedic Surgery Controversies 2010
www.orthopedicsurgerycontroversies.com

**Silverado Resort
1600 Atlas Peak Road
Napa, California 94558**

EXHIBITOR SCHEDULE

DATE	TIME	EVENT
Wednesday, October 13, 2010	3:00 pm – 6:00 pm	Registration & Set-Up
Thursday, October 14, 2010	6:00 am – 7:00 am 6:00 am – 6:00 pm	Breakfast in Exhibit Hall Exhibits Open*
	6:00 am – 12:00 pm	Late Exhibitor Registration
	6:30 pm – 8:00 pm	Reception in Exhibit Hall and Exhibits Open*
Friday, October 15, 2010	6:00 am – 7:00 am 6:00 am – 2:00 pm	Breakfast in Exhibit Hall Exhibits Open*
Saturday, October 16, 2010	6:00 am – 7:00 am 6:00 am – 12:00 pm	Breakfast in Exhibit Hall Exhibits Open Breakdown 12:00- 2:00 pm

* Removal of Exhibits prior to official closing time is prohibited.

EXHIBITOR PROSPECTUS

SPONSORS

The course sponsors are Southern California Orthopedic Institute and The Sports Clinic Orthopaedic Medical Associates, Inc.

FUNCTION SPACE

Meeting space can be secured by completing this form and returning it to the course sponsor by September 1, 2010. Space is assigned on a first come first serve basis.

HOUSING

Rooms will be available through Silverado Resort. Please book your room directly, and ask for the meeting rate to be included in our room block.

GENERAL INFORMATION

BOOTH ASSIGNMENT

Please review the entire prospectus carefully.

It includes important information about your participation in the meeting. The rules and regulations listed in the prospectus are part of the application for space, and consequently, constitute a contract between the exhibitor and Orthopedic Surgery Controversies 2010. Applications **must** be received by **September 1, 2010, and** will be considered only if accompanied by full payment. **No company will be allowed to exhibit without receipt of payment in full.**

Exhibit contracts received after September 1, 2010 will be assigned booth space only if available and then according to the date received.

The meeting sponsor reserves the right to modify the exhibit floor layout to accommodate exhibitor booth space requirements.

In the event the 2010 meeting is sold out, companies will be automatically placed on a waiting list. As exhibit space becomes available, companies on the wait list will be notified of space availability.

FEES

Early Rate: premium location adjacent to entry/exit*	\$ 2000
Early Rate: standard location	\$ 1700
(Early rate before May 28, 2010)	
Regular Rate: premium*	\$ 2150
Regular Rate: standard	\$ 1850

* limited availability

Additional Representative per day (Advance purchase) \$ 50

Additional Representative per day (on-site purchase) \$ 100

The price of the booth includes, in addition to the space itself:

- Listing of the company name, address, and product description in the Final Program
- Two complimentary badges per booth
- General security
- Copies of the Preliminary and Final Programs

PAYMENT

Full payment must accompany the application. Applications submitted without payment will not be processed until full payment is received. Completed application must include credit card information or check, in US funds made payable to:

Orthopedic Surgery Controversies 2010

CANCELLATION OR REDUCTION IN SPACE

Requests for cancellations or booth reduction of exhibit space must be in writing on company letterhead. If written notification of cancellation or booth reduction is received at the Association office by:

On or before September 1, 2010
Full refund less \$100 will be granted.

After September 1, 2010
No refund of any fees will be made after the assignment of space.

No refunds will be made for space not occupied or any space occupied for only a portion of the exhibit time.

EXHIBITOR PROSPECTUS

BOOTH INFORMATION

Booth carpeting is available at the exhibitor option and expense. **The facility is not carpeted. Hanging signs need to be approved by show management in advance.**

ELECTRICAL REQUESTS

OSC 2010 will provide a six-foot skirted table and one 2 or 3 prong electrical outlet. If you need additional electrical amps, i.e. 220v or 20 amps with 4 plugs, the Exhibitor Company will be financially responsible for the extra request. **The added charge per the hotel management is \$250 per day.** Please note there is limited availability. We appreciate your understanding and cooperation in this important matter.

Force Majeure - Upon the occurrence of conditions beyond the control of **OSC 2010** which make performance impossible or imprudent in the circumstances, including but not limited to government order, civil disruption, weather, strike or labor unrest, transportation difficulties, or orders or directions of the show management, **OSC 2010** may alter, reduce, or redistribute allocated exhibit space, or even cancel this contract upon notice to the Exhibitor. In the event of such reduction or cancellation, **OSC 2010** agrees to act in good faith to reduce or refund any exhibit fees paid by exhibitor to it but in no event shall be liable to Exhibitor for any damages resulting from such action.

CO-MARKETING

If two or more companies wish to be assigned exhibit space adjacent to one another, each company must attach a cover letter to its exhibit space application, explain the request and copy the other company.

SHARING SPACE

Sharing of exhibit space is permitted only for divisions of the same company. Exhibitors may not sublet or assign booth spaces.

EXHIBITOR REGISTRATION/BADGES The following conditions have been developed by **OSC 2010** for the safety and benefit of all exhibitors. Please distribute a copy of these conditions to all representatives staffing the booth and any person involved in your company's exhibit process.

Badges are required for admission to the exhibit hall and all individuals on the exhibit floor must wear a badge at all times. All company representatives must register as exhibitors. Supplementing the badge with business cards, ribbons or company logo types is not permitted. Exhibitor badges may be made out only in the name of the company shown on the application for exhibit space. Exhibitors may not register as guests. Badges may not be traded, shared or reproduced.

BADGE DISTRIBUTION

All badges will be distributed on-site. **It is the responsibility of the exhibiting company to distribute these badges.** Badges may not be returned to the exhibitor registration desk for employees for pick up. A badge registration form will be mailed prior to the event. Additional badges may be ordered at this time.

Badges purchased on-site may be picked up on an individual basis only and will not be released to a company representative for internal distribution.

ADMISSION TO SCIENTIFIC SESSIONS AND INSTRUCTIONAL COURSES

Unless the room is over crowded, booth personnel may attend scientific sessions which do not require a ticket by showing their name badge to the room monitor at the entrance to the meeting room.

CONTACT INFORMATION

All questions regarding exhibition space should be directed to:

Paige Ballus – Course Coordinator
OSC 2010

Telephone: 336-287-9895
Fax: 336-766-0318
E-mail: pballus@triad.rr.com

RULES AND REGULATIONS

The following rules and regulations have been designed for the benefit of all exhibitors. OSC 2010 requests the full cooperation of exhibitors in their observance.

EXHIBITOR PROSPECTUS

ELIGIBILITY

The course sponsor reserves the right to determine the eligibility of the technical exhibit of any corporation for inclusion in this Meeting, either before or after the proper execution of the Exhibit contract.

The course sponsor reserves the right to decline or prohibit any exhibit or part thereof which, in its opinion, is not in keeping with the character and spirit of the meeting.

SUBLETTING OF BOOTH SPACE

Exhibitors may not let, sublet or transfer the exhibit privilege or space in whole or in part without the express written consent of the course sponsor.

DIAGNOSTIC IMAGING EQUIPMENT & LASERS

In compliance with the recommendation of the U.S. Department of Health & Human Services, exhibitors shall not demonstrate diagnostic imaging equipment using either ionizing or non-ionizing radiation (including diagnostic ultrasound). In addition, demonstrations of activated therapeutic lasers are prohibited.

DISRUPTIVE EXHIBITS, SOUND OR MUSIC

Exhibitors that use or display noisy devices, sound producing equipment or other devices which prove objectionable to the course sponsor because of noise, odor or other disagreeable features, must agree to keep the noise and/or odor of such devices at levels determined acceptable by the course manager or be discontinued. License agreements for music covered by the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music International (BMI), and other organizations are the sole responsibility of the exhibitor.

FDA COMPLIANCE

All products which are not FDA approved for a particular use in humans or which are not commercially available in the U.S. will be permitted to be exhibited **only** when accompanied by the appropriate signs that indicate the device's FDA clearance status.

The following are signs which should be displayed:

- **The device is not cleared by the FDA for distribution in the United States.**
- **This device is intended to be used in the United States as described in the product's labeling.**

The signs must be easily visible and placed near the devices themselves and on any graphics depicting the device. The exhibitors shall have available at the booth a letter from the FDA which describes the allowable use status of the product or products. Exhibitors are cautioned about the FDA's prohibition on promoting cleared for marketing devices for unapproved uses.

EXHIBIT DIMENSIONS & LIMITATIONS

All exhibits and demonstrations are to be within the bounds of the exhibiting corporation's assigned 8' x 10' exhibit space and will not interfere with aisle space.

Exhibitors should not limit or interfere with any adjacent or nearby booth in any manner. Exhibit signs, materials, or displays are limited to the assigned space and will not be permitted in any public space elsewhere in the meeting facility.

Exposed unfinished sides of the exhibit backgrounds must be draped or otherwise covered to present an attractive appearance. No part of any exhibit may span an aisle by roofing or floor covering without prior permission from the course sponsor. No part of an exhibit or its signage may be nailed, taped, or otherwise attached to columns, walls, doors, or floors in such a manner as to deface or destroy them. If the premises of the facility are defaced or otherwise destroyed by the exhibitor, its agent, or representatives, the exhibitor will be liable to the facility for the amount necessary for restoration to its previous condition.

All exhibit materials must be flame-proofed and fire resistant to conform to local fire ordinances and regulations or insurance carriers. Any exhibit or portion of exhibits which do not meet these requirements will be ordered to be dismantled and will be removed from the premises. All aisle and exits will be clear at all times. Fire stations and fire extinguisher equipment will not be covered or obstructed in any manner.

EXHIBITOR PROSPECTUS

No packing materials (trunks, cases) are to be left in the exhibit hall following installation of the exhibit. No packing materials are to be brought into the exhibit hall during exhibit hours.

FACILITY FIRE/SAFETY GUIDELINES

All drapes, curtains, table coverings and skirts, carpet or any materials used in the exhibit must be flame retardant. Crates, packing, materials, etc. may not be stored in the exhibit hall.

No flammable liquids shall be used or admitted inside of the Hotel except by approval of the Fire Marshall.

SECURITY

Hotel Security Guards will be engaged to provide protection for the overall exhibit area from the beginning of move-in to the end of move-out, but not for any particular exhibit. However, the course sponsor and Silverado Resort will not be held responsible for the loss or damage to exhibitor property, and urges the exhibitor to exercise precaution to discourage pilferage. Exhibitor is responsible for undertaking appropriate measures to safeguard of its equipment and property.

HOLD HARMLESS CLAUSE

The exhibitor agrees to indemnify, defend and hold **OSC 2010**, its official contractors, Silverado Resort, and their respective officers, directors, employees, representatives, agents, successors and assigns, harmless against any and all damages, claims, judgments, losses, costs and expenses that may at any time be incurred, suffered, sustained by or imposed upon **OSC 2010** and or Silverado Resort or their respective officers, directors, employees, representatives, agents, successors and assigns by reason of any action which may result because of or after acceptance of this application or the providing of exhibit space.

This indemnification and hold harmless agreement include but is not limited to any and all claims, damages, losses or expenses attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of such property.

INSURANCE

If the exhibitor wishes to insure exhibit materials against theft, damage by fire, accident or loss of any

kind, he must do so at his own expense. The course sponsor does not provide insurance for exhibitor's property.

MERGERS AND ACQUISITIONS

Companies who have undergone mergers or acquisitions must notify the course sponsor in writing, providing the company name and date of completion.

LIABILITY

Neither **OSC 2010** nor Silverado Resort, nor any respective officer, agents or employees, shall be liable for any act or omission of guards hired to patrol the Exhibit Hall; for any damage or injury caused to an exhibitor or his property occasioned by the condition of the premises or its mechanical systems; loss by theft, mysterious disappearance or damage by fire, accident, or any other case; or any other act or omission of **OSC 2010**, or Silverado Resort and/or its officers, agents, and employees; or any damage or injury arising from any act, omission or negligence of **OSC 2010**, or Silverado Resort or its officers, agents or employees.

Exhibitor agrees that at the conclusion of the Exhibit, Exhibitor shall surrender the space occupied in the hotel in the same condition it was in at the commencement of the move-in. Exhibitor agrees that it is responsible for the defense and payment of any and all claims, demands, and suits on account of any alleged injuries, death or other loss by individuals, or damage to property or other loss, to any party occurring in the hotel area or elsewhere because of the acts or omissions of the Exhibitor, its employees, agents, licensees, guests or contractors.

GIFT AND PROMOTIONAL ITEMS

Exhibitors are permitted to distribute product samples from their exhibit booth during the meeting. Novelty items not manufactured by the exhibiting company must be submitted to the Association for review. These premiums should be items that can be used during the meeting or in the professional activities of the attendees.

Exhibitors may not distribute adhesive backed decals or stickers, unofficial badges or company nameplates. Large shopping bags or tote bags are strictly forbidden. Small bags for distributing literature or products are acceptable.

EXHIBITOR PROSPECTUS

SELLING AND ORDER TAKING

The technical exhibits are intended primarily for informational and educational purposes through product/service displays and demonstrations.

Sales and order taking are permitted, if the transactions are conducted in an appropriate professional and business-like manner. No signage or advertising of products pricing will be allowed. The exhibiting company is responsible for permits and paying sales tax, if applicable. The course sponsor reserves the right to restrict sales activities that it deems inappropriate or unprofessional.

CANVASSING BY NON-EXHIBITORS

No person, firm or organization not having contracted with **OSC 2010** for the occupancy of space in the Exhibition will be permitted to display or demonstrate its products, processes or services or distribute promotional materials in or on the premises of the Exhibit Hall or Silverado Resort. Any infringement of this rule will result in the removal of the offending person.

SOCIAL & EDUCATIONAL FUNCTIONS SEMINARS

Exhibiting companies of the 2010 Meeting that wish to hold a social or education function must complete Industry Workshop registration forms and submit full payment no later than thirty (30) days before the Meeting.

Social or educational functions in public space will not be permitted at any other times. Invitations shall be issued only to Meeting registrants. It shall be made clear that these are unofficial functions. Any Exhibitor who violates the above agreement may be ineligible to participate in any future Meetings.

Exhibitor activities held outside of the exhibition may **not** be scheduled during the following times:

Thursday, Oct 14 6:00am-6pm/ 6:30-8pm
Friday, Oct 15 6:00am-2pm
Saturday, Oct 16 6:00am-12pm

POLICIES AND SPECIAL NOTES FOR ADVERTISERS AND SPONSORS

1. Advertisers/Sponsors at the 2010 Meeting are limited to companies

- exhibiting.
2. All advertising will conform to applicable federal and state laws and regulations, specifically those promulgated by the U.S. FDA and or the U.S. Federal Trade Commission. Advertisement of any medical device not cleared for marketing by the U.S. FDA must include a statement of the device's current clearance status.
 3. Advertising for meetings or other activities conflicting with the meeting hours will not be permitted.
 4. Exhibiting companies advertising in programs or providing sponsorships may not claim sponsorship for the Meeting as a whole or endorsement by the course sponsor.
 5. The Course Sponsor reserves the right to reject or discontinue any advertising, and such right shall not be deemed to have been waived by acceptance or actual use of any advertising matter.
 6. All advertising is subject to approval of the course sponsor.
 7. Camera-ready art sized to the exact dimension is expected.
 8. No exhibitor shall use the name of **OSC 2010**, or any symbol or logo in any way expressing that the exhibitor, products or services possess the approval or endorsement of the course sponsor.

ADVERTISING IN HOTELS

Exhibitors are not allowed to distribute fliers, handbills, invitations, magazines or other printed materials to hotel rooms of Meeting attendees without prior consent from the course sponsor.

AMERICANS WITH DISABILITIES ACT

The Exhibitor agrees to indemnify and hold **OSC 2010** harmless from all liability, fines, and penalties and reasonable attorney fees arising from any failure of the exhibitor to comply with those requirements of the Americans with Disabilities Act, and any other federal, state and local laws and regulations intended to provide equal access for persons with disabilities, applicable to the exhibitor's exhibit.

EXHIBITOR PROSPECTUS

RESTRICTIONS AND RULES OF CONDUCT

Exhibits must be staffed at all times during exhibit hours.

Combustible materials, flammable liquids or gases will not be permitted. All cylinders containing compressed gases must be secured to prevent tip-over; exhibitors not complying with this regulation will not be permitted to have such cylinders in the exhibit hall. Radiologic equipment may be displayed but not operated.

Special Sound and Visual Effects: Audiovisual and other sound and attention getting devices and effects will not be permitted. Noises from electrical or mechanical equipment must not interfere with nearby exhibits.

The distribution or use of alcoholic beverages or other refreshments by exhibitors is prohibited.

Convention business attire must be worn by all exhibitors representatives while in the exhibit hall.

Only corporations exhibiting at the Meeting may host hospitality suites with prior. Hospitality Suites must not be open during exhibit hours or General Session hours.

CONTRACTOR SERVICE

Exhibitors using outside service contractors must notify the course sponsor at least 30 days prior to the Meeting and provide the names and addresses of regular and supervisory personnel who will be working in the exhibit area during installation and dismantling. Certificates of insurance for liability and workmen's compensation are required for outside contractors admitted to the exhibit hall.

INSTALLATION & DISMANTLING

Installation of exhibits will begin at 3:00pm on Wednesday, October 13, 2010. The exhibits will close at 12:00 pm on Saturday, October 16, 2010. Dismantling may begin at 12:00 pm. All exhibits must be removed from the exhibit hall by 2:00 pm on Saturday, October 16, 2010. **No exhibits are to be packed or dismantled in any manner prior to 12:00 PM dismantling time.**

Space not occupied by 12:00 pm on Thursday, October 14, 2010 will revert to the course sponsor for any purpose **OSC 2010** may see fit, without any obligation on the part of **OSC 2010**

for a refund.

SERVICE CONTRACTOR

In the event that a nonofficial contractor is employed, a letter indicating such must be sent by the exhibitor by September 1, 2010. The nonofficial contractor must also submit a letter of notification indicating the exhibiting company's name, by which employed, and a certificate of insurance to the course sponsor.

CERTIFICATE OF INSURANCE

Exhibitors using the services of an independent contractor are responsible for ensuring that their contractor sends a certificate of insurance for receipt to the course sponsor by September 1. Independent contractors who do not send a certificate of insurance by this date will not be allowed access to the exhibit floor.

The Certificate must include the following information:

1. Insured: Full Company Name & Mailing Address.
2. Date of the Meeting: October 13-16, 2010 (This includes exhibitor move-in, show dates and move-out)
3. Additional insured: **OSC 2010**, Silverado Resort and their respective members, officers, trustees, directors, agents, employees, contractors and assigns.
4. Liability Amounts: The certificate of insurance must provide a minimum of \$1,000,000 public liability coverage.

DRAYAGE

Advance shipments of exhibit material must be coordinated with Silverado Resort.

Due to the move-in schedule, exhibitors are urged to advance ship materials directly to a warehouse, or Silverado Resort, if they can accommodate the materials. This will guarantee that your freight is in your booth prior to the start of the exhibit installation.

All shipments must be prepaid. Collect and C.O.D. shipments will not be accepted.

EXHIBITOR PROSPECTUS

Orthopedic Surgery Controversies 2010 IMPORTANT DATES

ACTION ITEM	DATE
Early Registration Closes	May 28, 2010
Application, Commercial Support Agreement and full payment for exhibit space due	September 1, 2010
Last day to cancel with full refund less \$100	
Notification of use of contractor and proof of insurance	
Preliminary program/Exhibitor badge form mailed	
Approval of promotional items	
Exhibitor booth personnel badge form due	September 13, 2010
Exhibitor registration & booth installation (3:00pm – 6:00pm)	October 13, 2010
Exhibits open 6:00am	October 14, 2010
Exhibits close and dismantle at 12:00pm	October 16, 2010

EXHIBITOR PROSPECTUS

APPLICATION FOR EXHIBIT SPACE

**Orthopedic Surgery Controversies 2010
Silverado Resort - Napa, California
October 14-16, 2010**

PAYMENT MUST ACCOMPANY ALL FORMS:

Company Name: _____

Contact Name: _____

Street address: _____

Street address: _____

City: _____

State/Zip: _____

Telephone: _____

Fax Number: _____

E-Mail: _____

Web Site: _____

Early Rate (before May 28, 2010)	premium location*	\$2000 _____
Early Rate (before May 28, 2010)	standard location	\$1700 _____
Regular Rate	premium location*	\$2150 _____
Regular Rate	standard location	\$1850 _____

*Limited availability

(The above rates include registration for 2 representatives per booth)

Additional Representative (per day) \$50 x ____ days

TOTAL EXHIBITOR REGISTRATION FEES: _____

Please return registration forms to:

Paige Ballus
OSC 2010
Course Coordinator
336-766-0318 fax
pballus@triad.rr.com

**If paying by check include a copy of
registration forms and remit to:**

Orthopedic Surgery Controversies 2010
PO Box 571064
Tarzana, CA 91357

Questions? Please contact Paige Ballus at 336-287-9895 or pballus@triad.rr.com

EXHIBITOR PROSPECTUS

I. PRODUCT INFORMATION. Please give a 25 word description of your product.

FDA COMPLIANCE:

Will your exhibit contain any non-FDA approved drugs or devices?

_____ Yes _____ No

BOOTH SELECTION:

We prefer not to be placed next to or across from any of the following companies: (We will do its best to accommodate requests; however, no guarantee as to this aspect of placement will be made.)

AGREEMENT

Signature and submission of this application is considered agreement by the applying company and its representatives to abide by the conditions outlined in this prospectus. This includes receipt of approval from the sponsor for events held by the applicant at Orthopedic Surgery Controversies 2010. The signer of this application shall be the sole contact between OSC 2010 and the applicant company. OSC 2010, its general contractor, and hotel shall not be responsible for any loss, damage or injury that may occur to the exhibitor's employees (public or other) or property from any cause whatsoever, prior, during or subsequent to the period covered by the exhibit contract and, the exhibiting company, on signing the application expressly releases OSC 2010, its employees, its general contractor and Silverado Resort from and agrees to indemnify same against any and all claims for such loss, damage or injury. The exhibiting company agrees to defend and indemnify OSC 2010 its employees, its general contractor and hotel from all claims and suits for damages of all kinds brought arising out of the display or the performance of its products.

Company Contact Signature: _____

Print Name: _____

Please return registration forms to:

Paige Ballus
OSC 2010 Course Coordinator
336-766-0318 fax
pballus@triad.rr.com

