

EXHIBIT

PROSPECTUS

San Diego Convention Center San Diego, CA November 3 - 7 (Meeting) November 4 - 7 (Exhibits) www.sfn.org/exhibits

TERMS FOR EXHIBITING

Rules and Regulations

Exhibitors agree to abide by the contract conditions published in the prospectus and on the SfN Web Site and by all conditions stipulated by the San Diego Convention Center.

Exhibitors accept responsibility for informing all of their employees and agents of these conditions and agree that they will abide by them.

Exhibit Space Assignments - Space Assignment Process for Neuroscience 2018

Exhibit space for Neuroscience 2018 will be assigned in priority point order onsite during Neuroscience 2017. Only Neuroscience 2017 Commercial Exhibitors are eligible to select exhibit space at this time. Neuroscience 2017 exhibitors who submit their Exhibit Space Application/Contract by **October 6** will be permitted to select exhibit space onsite.

To take advantage of priority points after onsite space assignments, applications must be received **by May 4** for the second round of exhibit space assignments. If more than one company has the same number of priority points, assignments will be made in date and time order applications/contracts are received. First-time exhibitors are assigned space based on the date the application/contract is received.

Applications/Contracts for exhibit space are subject to approval by the Society for Neuroscience

Reminder – Exhibit Space Priority Points System

Priority in booth assignment will be conducted according to a point-based system. Exhibitors receive one point per 10' x 10' space purchased, for a maximum of five points for exhibiting. In the case of company mergers, SfN will use the highest number of years exhibited in calculating priority points.

Additional points may be accrued by becoming a Sustaining Associate Member (SAM), advertising in the *Exhibit Guide*, *The Journal of Neuroscience*, *Nexus, Neuroscience Quarterly*, and by becoming a corporate supporter.

Sustaining Associate Members (SAM) accrue the following additional points per year:

- Platinum Members 3 points
- Gold Members 2 points
- Silver Members 1 point

Advertisers in The Journal of Neuroscience accrue the following additional points per year:

• 1 point per \$1,000 for advertising with a maximum of 5 points

Advertisers in the Exhibit Guide accrue the following additional points per year:

• 1 point per \$1,000 for advertising with a maximum of 5 points

Registration List sales accrue the following additional points per year:

• 1 point per \$1,000 for registration/membership list sales with a maximum of 5 points

Advertisers in the Neuroscience Quarterly accrue the following additional points per year:

• 1 point per \$1,000 for advertising with a maximum of 5 points

Advertisers in the Nexus accrue the following additional points per year:

• 1 point per \$1,000 for advertising with a maximum of 5 points

Advertisers that are Corporate Supporters accrue the following additional points per year:

• 1 point per \$5,000 for advertising with a maximum of 5 points

Exhibitor Violations - Neuroscience 2017 Exhibitors Selecting Exhibit Space Onsite

SfN will award priority points prior to Neuroscience 2017. Exhibitors receiving exhibit space assignments for Neuroscience 2018 and found to be in violation during Neuroscience 2017 will have their assigned exhibit space released. The exhibiting company will have to select another exhibit space before the second priority point deadline (May 4).

Below is a list of common violations that cause exhibitors space assignment to be released if a violation occurs and is not corrected.

- o Tearing down prior to 5:00pm Wednesday, November 15 (closing of Neuroscience 2017)
- o Exceeding the height limit
- o Entering competitors booth space
- o Obstructing the view of a neighbor's booth

Exhibit Space Selections and Assignments

The floor plan should be carefully reviewed and six exhibit preferences selected. Avoid concentrating all choices in one area. Indicate these choices on the application for space. Since prime locations sell quickly, alternate acceptable booths should be indicated. If the selected booths are not available at the time the application is received, the exhibitor agrees to accept the space assigned.

The Society reserves the right to modify the floor plan and reassign exhibit space if a change in the original assignment is necessary.

EXHIBIT FEE INFORMATION

Contract for Space

Exhibitors agree to accept and comply with the policies, rules, and regulations contained in this Exhibit Prospectus and on the Society's Web site, and all policies, rules, and regulations adopted after publication of the Prospectus. The acceptance of an application by the Society and the deposit for rental charges constitute a contract.

Terms of Payment

A deposit in the amount of \$2,560.00 (commercial applications only) per 100 sq. ft. MUST be submitted no later than **December 15, 2017**, if space assignment was made onsite at Neuroscience 2017. A deposit is due by **May 4** for all exhibitors not participating in onsite exhibit space assignments.

Institute and nonprofit applications will be assigned after the May 4 priority point deadline.

NOTE: Exhibitors receiving exhibit space assignments for Neuroscience 2018 at Neuroscience 2017 must submit deposit by **December 15, 2017**. If deposit is not received by this date, SfN will release the assigned exhibit space, the week of December 18.

Payment types accepted: VISA, MasterCard, American Express, Discover, Check and ACH/Wire Transfer

Society's Tax ID # 52-0895843

Check payment: SfN Attention: Neuroscience 2018 Exhibits 1121 14th Street, NW, Ste. 1010 Washington, DC 20005

Wire transfer information:

Note: Exhibitors are responsible for all ACH and Wire Transfer fees. If payments are short, invoice will be emailed for the difference).

PNC BANK

SOCIETY FOR NEUROSCIENCE: 5303779296 (Account Number) Wire Transfers: 031000053 SWIFT Code for International Wires: PNCCUS33 Please reference the exhibiting company name and ID # on bank transfer to receive payment credit

Full Payment

Full payment is due by **June 29** (commercial applications only). If payment is not received by this date, exhibit space may be reassigned and deposit may be returned less 50% of the total cost of the space assigned. All applications received after **June 29** must be accompanied by full payment. No applications will be processed without full payment after this date.

Cancellations or Space Reductions

Exhibit Space Assignments selected during Neuroscience 2017 - Cancellation or **reduction** of space between the date the application is received and **May 4** will result in a charge equal to 25% of the total cost of cancelled space.

Cancellation of space or reduction of space between **May 5** and **June 29** will result in a charge equal to 50 % of the total cost of the canceled space.

Exhibiting company must e-mail exhibits@sfn.org, if cancelling or reducing space.

SfN will cancel exhibitor rooms proportional to the reduction of exhibit space and entire room blocks held by a company canceling the entire exhibit space.

Refunds

Refunds will not be granted after June 29.

Failure to Occupy Space

Any exhibitor failing to occupy space is not relieved of the obligation to pay full rental price for space. The Society will have the right to use exhibit space as it sees fit, provided the space is not occupied one hour prior to the scheduled exhibit hall opening.

Mergers

In the event that an exhibiting company merges with, is acquired by, or purchases another exhibiting company, the seniority accumulated by either company (whichever is highest) will be used. Exhibit Management must be notified in writing of such changes, including public announcement of the transaction.

Sharing Space

No subletting or sharing of exhibit space is permitted. Exhibitors may not release or assign any of their contracted exhibit space to any other company.

Co-Marketing

If two or more companies wish to be assigned exhibit space adjacent to one another, each company must submit the request under comments on the exhibit application with an explanation of why you would like to be located next to each other. Exhibit Management is not responsible for accommodating adjacent booth assignment for booth applications that arrive separately or without documentation. Upon receipt of the application, the booth assignment will be made by averaging the co-marketing companies' priority points. Exhibit Management will locate adjacent space based on the best use of the exhibit floor space. Requests for specific locations may not be honored.

If two or more divisions of the same company wish to exhibit together, they may exhibit under one company name. All housing, badges, and *Exhibit Guide* listings will be conducted in one name only. Multiple housing blocks and listings are not permitted.

When two or more companies have joint rights to a product and the contract stipulates all company names must appear with the product, the Society reserves the sole right to determine how or if the name of the nonexhibiting company will appear on all exhibit related materials.

CONTRACTUAL CONSIDERATIONS

Reminder – Violations

As a condition for exhibiting, each exhibitor will agree to observe all Society policies.

Violations will incur a reduction in points for each regulation violated.

- o First regulation violated will result in the company not accruing priority points for the year.
- o Second regulation violated will result in the company losing one-half of its accrued priority points.
- o Third regulation violated will result in the company losing all of its accrued priority points.
- o Fourth regulation violated will result in the company not being eligible to exhibit at future Society\ meetings.

The Society reserves the right to levy a more severe penalty, without successive progression through the preceding regulations.

Reminder – INSURANCE REQUIREMENTS

Insurance protection will not be afforded to the exhibitor or the Exhibitor Appointed Contractor either by the Society, San Diego Convention Center, or The Expo Group. Exhibitors shall carry their own insurance to cover exhibit material against damage. Exhibitors utilizing independent contractors must provide SfN with a certificate of insurance in full compliance with all provisions as stated below by early **September 2018**. Also, a separate certificate of insurance must be provided in the exhibiting company's name.

Indemnification and Limitations of Liability

Indemnification - The exhibitor shall defend, indemnify and hold the Society for Neuroscience, San Diego Convention Center, The Expo Group and their affiliates and respective officers, directors, employees and agents, harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) arising out of or relating to personal injury (including death), property damage or any other damage caused or alleged to be caused by the negligence, willful misconduct, bad faith, failure to obtain proper licensing, copyright violations, or fraud, by exhibitor or its employees, agents or subcontractors. In addition, the exhibitor acknowledges and understands that the Society for Neuroscience, the San Diego Convention Center and The Expo Group do not maintain insurance that will cover Exhibitor's property, or any business interruption resulting from any injury or damages resulting from the exhibitor not being able to participate in any portion of the event, and that it is the sole responsibility of the exhibitor to obtain business interruption and property insurance as in their judgment may be required.

Limitation of Liability - SfN shall in no event be liable to an exhibitor for any lost business opportunities or for any other type of direct or consequential damages alleged to be due from a breach of this contract, or for any other reason allegedly caused by SfN. The exhibitor further agrees and understands that the sole liability of SfN to the exhibitor for any breach of this contract, or for any loss caused by SfN shall be limited only to an amount equal to the total for amounts paid by the exhibitor directly to SfN for the lease of the space at the convention center.

Cancellation of Meeting and Exhibition

It is mutually agreed that in the event Neuroscience 2018 is canceled due to the unavailability of the convention center for any reason, or due to acts of God, war, strikes, government regulation or advisory warnings (including travel advisory warnings by the government or World Health Organization), civil disturbance, terrorism, or threats of terrorism substantiated by governmental warnings or advisory notices, curtailment of transportation, epidemics, disaster, fire, earthquakes, hurricanes, unseasonable extreme inclement weather, shortages or disruption of the electrical power supply causing blackouts or rolling blackouts in San Diego, CA, or any other comparable conditions or circumstances occurring either in the location of SfN's meeting or in the countries/states of origin of at least 30 percent of the attendees or along their routes of travel, making it, at the sole discretion of SfN, commercially impracticable, illegal, or impossible to operate the event. In the event is cancelled pursuant to this paragraph, that the application and contract for exhibit space will be terminated. In the event of such termination

neither party shall be liable to the other for delay or failure to perform its obligations, except there shall be a prorated reduction of any fees payable or otherwise due under this agreement and/or refund of any deposits paid.

BOOTH INFORMATION

Non-Contracted Exhibit Space

Any person, firm, or organization not having contracted with the Society for the occupancy of space in the exhibit hall will not be permitted to display or demonstrate any products, processes, or services; solicit orders; or distribute advertising materials in the San Diego Convention Center or in any hotel used by the Society to house registrants. Any noncompliance with this regulation will result in the prompt removal of the offending person and property from the area. No exhibit will be permitted in a hotel room.

Americans with Disabilities Act

Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regard to their exhibit space, including, but not limited to wheelchair access. Further information regarding ADA compliance is available via phone at (800) 514-0301 or at www.usdoj.gov/crt/ada/infoline.htm.

Booth Layouts

Each 10' x 10' exhibit space will have 8' high back drape and 36" high side rail defining the confines of the space, aisle carpet will be provided in the exhibit hall. Exhibitors must provide carpeting in their booth space. A booth identification sign measuring 7" x 44" and showing only the company name will also be supplied in all linear booths.

Standard Booths

All display material is restricted to a maximum height of 48" except for the back wall of the display, which is limited to 8' in height. The booth height may be maintained up to 50 percent of the distance from the back wall toward the front of the space. No obstructions in the front half of the booth above the height of 48" will be permitted. Models or schematic drawings of cubic content exhibits should be submitted in advance to Exhibit Management for approval. No exhibit may span an aisle by roofing or floor covering.

Reminder – Exposed unfinished sides of exhibit backgrounds must be draped to present an attractive appearance. If such draping is not ordered, the decorator, with the approval of Exhibit Management, will install draping and charge the exhibitor.

Island Booths

In island booth units (units bound on four sides by aisles), the full cubic content of the space may be used; however, all display material is restricted to 16' in height. Sufficient see-through areas must be provided so as not to block the view of the adjacent exhibits. Models or schematic drawings of cubic content exhibits should be submitted in advance to Exhibit Management for approval no later than **early September 2018**.

Companies with island booths are permitted to hang a sign over their booth. Sign height limit is 20 feet.

Nothing shall be posted, tacked, nailed, or otherwise attached to the walls, floors, or other parts of the exhibit facility or furniture contained in the facility.

Peninsula Booths

With peninsula booth units, the peninsula should not cause a visual disadvantage to the adjacent exhibits that is greater than would be caused by an in-line booth in the immediately adjacent space. Inline booth restrictions apply to the 10' portion of the exhibit that borders on another exhibitor's booth; island specifications and restrictions apply to the remaining portion of the peninsula booth. Models or schematic drawings of cubic content of exhibits should be submitted in advance to Exhibit Management for approval no later than **early September 2018**.

End-Cap Booths

End-cap booths are <u>not</u> permitted. An end-cap booth is defined as a booth exposed to aisles on three sides and consisting of two booths. End-cap Booths are 10ft. deep by 20ft. wide.

Signs

Only companies with island booths are permitted to hang a sign over booth. Sign height limit is 20 feet.









EXHIBITOR REGISTRATION AND SESSION INFORMATION

Badges and Booth Staffing

Exhibitor Registration Dates and Hours

Wednesday, Oct. 31, 8 a.m. – 6 p.m. (Targeted move in, island booths only) Thursday, Nov. 1 - Saturday, Nov. 3, 8 a.m. – 6 p.m. Sunday, Nov, 4 — Wednesday, Nov. 7, 7 a.m. – 5 p.m.

Exhibit Hall Dates and Hours

Sunday, Nov. 4 — Wednesday, Nov. 7, 9:30 a.m. – 5 p.m.

Booth Staffing

As a courtesy to meeting attendees and your fellow exhibitors, exhibitors must open their exhibit on time each morning and staff it throughout each day of the meeting until the scheduled closing of the exhibits at 5 p.m. on Wednesday, November 7. Exhibiting companies are urged to have at least one staff member or security personnel in their booth by noon on Saturday, and by 7 a.m. Sunday through Wednesday. Poster sessions will be held in the exhibit hall and presenters begin setting up at noon on Saturday, and at 7 a.m. Sunday through Wednesday. Poster sessions are open for all attendees at 1 p.m. on Saturday, and 8 a.m. Sunday through Wednesday. Exhibit personnel shall conduct themselves and wear attire consistent with the professional decorum of the meeting.

Exhibit Personnel Badges

Each exhibiting company is entitled to seven badges per 10' x 10' booth space.

Guest Badges

For each exhibiting company, the Society for Neuroscience has made available two (2) complimentary exhibit hall **only** guest badges per 10' x 10' booth. Exhibitor Guests will have access to the exhibit hall and poster sessions only, at no additional charge.

Reminder – Once an exhibiting company has reached the allowable number of exhibitor and guest badges, exhibitors will be required to register booth personnel and guests at a \$160 fee.

Badge Reprints

Attendees and Exhibitors will incur a \$25 fee for badge reprints. ID will be required to receive badge reprints.

Admission to Sessions

Badged exhibit personnel may attend scientific sessions.

INSTALLATION AND DISMANTLE

Installation Dates and Hours

Wednesday, Oct. 31	8 a.m. – 6 p.m.
-	(Targeted Move-in, Island booths only, 400 square feet and above)
Thursday, Nov. 1	8 a.m. – 6 p.m.
Friday, Nov. 2 Saturday, Nov. 3	8 a.m. – 6 p.m.
Saturday, Nov. 3	8 – 10 a.m. (Product set-up only may continue until 6 p.m.)

REMINDER – All wooden crates and empties requiring a forklift for removal must be tagged and ready for removal by 6:00 p.m. Friday, November 2.

Dismantling Dates and Hours

Wednesday, Nov. 7 5 p.m. – 11:00 p.m. Thursday, Nov. 8 8:00 a.m. – 4:00 p.m.

Targeted Dismantle Dates and Hours (this schedule must be followed)			
Halls B, C, and E		5 p.m. – 11:00 p.m.	
Hall D	Thursday, Nov. 8	8 a.m. – 2:00 p.m.	
Halls F – H	Thursday, Nov. 8	8:00 a.m. – 4:00 p.m.	

Labor Rates will be available in early February 2018.