

APPLICATION FOR EXHIBIT SPACE

ACADEMY 2008 ANAHEIM • ANAHEIM CONVENTION CENTER

WEDNESDAY OCTOBER 22ND—FRIDAY OCTOBER 24TH

We, the undersigned, apply to participate as an exhibitor in Academy 2008 Anaheim, the Annual Meeting of the American Academy of Optometry. We request that Show Management reserve the following exhibit space for our use. We understand that exhibit space will be assigned on a first-come first-served basis, with preference given to companies with the longest exhibiting history at Academy meetings, and to corporate partners of Academy programs.

1. **BOOTH SIZE AND TOTAL SPACE CHARGE:** Spaces offered in multiples of 10 ft. Space rental fees are \$22 per square foot.

\$250 premium per in-line corner booth, \$250 per corner for peninsula booths and Island booths (20x20 or larger).

Requested booth size: ____ Ft. X ____ Ft.

Total Square Feet X \$22 per square foot = \$_____ + _____ corner premium = \$_____ total

25% deposit _____ date paid _____ final payment _____ date paid _____

2. **BOOTH SELECTION**

Providing choices from different areas of the hall will increase your chances of obtaining one of the three selections.

Our three choices in priority order are: 1st ____ 2nd ____ 3rd ____

3. **PRODUCTS TO BE EXHIBITED/ CATEGORY:** _____

4. **INSTRUCTIONS:** In order to validate this application / contract we: _____

- Have attached our check made payable to American Academy of Optometry (AAO), or given our credit card number for full payment of the exhibit space. Application/contracts will not be processed and exhibit space will not be assigned without payment. Please make a copy for your records.
- Agree that the exhibit space assigned shall be accepted by us unless we reject it in writing within ten (10) days from the date of exhibit space confirmation.
- Understand and agree to abide by all rules and regulations governing this meeting as they appear on the back of this contract and on the display regulations.

EXHIBITOR INFORMATION *(please print all information legibly)*

Company Name: _____

Contact Person: _____ E-mail Address: _____

Address: _____

City, State or Territory: _____ Country: _____ Postal Code: _____

Phone Number: (____) _____ Fax Number: (____) _____

Signed: _____ Date: _____

PAYMENT INFORMATION

Check Enclosed Visa Master Card American Express

If paying by credit card, credit card number _____ Exp date _____

Name of cardholder *(please print)* _____ Cardholder Signature _____

IMPORTANT: YOU MUST COMPLETE THIS SECTION

Please email to MercedesD@aaoptom.org a 50 words or less description (including contact information) of your products/services suitable for publication in the Exhibits Guide. Show Management reserves the right to refuse or edit a description. Submissions must be received by July 15th to be included in the On-Site Program Book.

EXHIBITORS FROM WHOM WE DESIRE BOOTH SEPARATION: _____

Mail or fax application to: Exhibits- Academy 2008 Anaheim, American Academy of Optometry,

6110 Executive Boulevard, Suite 506, Rockville, MD 20852 USA Phone: (301) 984-1441 Fax: (301) 984-4737

To be completed by Academy only: Application and final payment received on: _____

CONTRACT AND CONDITIONS

- Show Management** – For the purpose of this contract, Show Management shall be defined as the American Academy of Optometry.
- Right of Refusal** – Show Management reserves the right to exercise its sole discretion in the acceptance or refusal of applications.
- Provision in Case of Default** – If any exhibitor shall fail to perform any material term or condition of the contract, Show Management reserves the right to terminate this contract immediately and to withhold from the exhibitor possession of the space involved or to take immediate possession thereof. Any money theretofore paid by the exhibitor to Show Management may be retained by Show Management.
- Space Rental** – The exhibition is a trade show designed to provide a showcase for display of products, services, instrumentation, and educational resources related to eye care products and services. The exhibition is held primarily as a means of product display and may be involved with the over the counter sale of goods.
- Hospitality Space and Associated Exhibitor Activity** – Show Management reserves the right to control all group activities sponsored by exhibitors during the period of the convention whether they are held inside or outside the convention facilities or official hotels. Failure to seek the necessary approval from Show Management for sponsorship of such an activity will result in the penalties outlined in item #3 of this contract in addition to refusal of the right to exhibit at future meetings.
- Unoccupied, subletting, and Prohibited use of Exhibit Space** – Should any rented space remain unoccupied at 11 AM on the opening day, or for any time thereafter, Show Management reserves the right to rent such space to any other applicant and no refund shall be made to the original renter. Exhibitor may not assign, sublet, or have any space allocated to it and may not advertise or display goods other than those manufactured, distributed or sold by it in the regular course of its business.
- All exhibits must conform to the guidelines for display rules and regulations published by the IAEM (International Association for Exposition Management). For more information, please visit <http://www.IAEM.org>**
- Character of Exhibits** – Loudspeakers or other equipment, which are so noisy as to be annoying to neighboring exhibits or registrants, will not be permitted. NO exhibit will be permitted which interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisle. Show Management may establish and enforce such other requirements as it may deem necessary to protect mutual interests of exhibitors.
- Insurance and Liability** – Neither Show Management nor the representatives and employees thereof, nor the management of the convention facility or its representatives or employees, nor the service contractor, nor any member of the convention and exhibition committee will be responsible for any injury, loss, theft, or damage that may occur to the exhibitor, or to the exhibitors employees or property from any cause whatsoever. Prior, during, or subsequent to the period covered by the exhibit contract, it is agreed by the parties that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over and protection of large numbers of removable articles in the numerous booths, and various other factors make it reasonable that each exhibitor shall assume the risk of any such injury, loss, or damage, and the exhibitor signing this contract thereby assumes such risk and expressly releases the organization, individual, and committees referred to above from any and all forms or any such loss, damage and injury.

Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and save Show Management, the management of the convention facility, and the service contractor and their respective employees and agents harmless against all claims, losses and damages to persons or property, governmental charges of fines and attorney fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof excluding any liability caused by the sole negligence of the owner of the owner of the convention facility or the service contractor and their respective employees and agents.

Exhibitor agrees to indemnify Show Management for any liability relating to the exhibitor's demonstration of products, devices, or procedures.

In addition, Exhibitor acknowledges that Show Management and the management of the convention facility do not maintain insurance covering exhibitor's property, and that it is the sole responsibility of exhibitor's to obtain business interruption and property damage insurance covering such losses by exhibitor. Exhibitor also acknowledges the Limitation of Liability of the Show Management and its representatives and employees for any claim arising out of breach of this contract. Exhibitor agrees that its sole remedy against Show Management for any loss, injury, or damage shall be solely limited to refund of the monies paid by the exhibitor to Show Management for Exhibition Space and shall not include any claim for consequential damages, loss of profit and/or any other loss of any nature or kind whatsoever due for any claim arising from this Contract.
- Exhibit Hours/Security** – All exhibits must be in place ready for the opening of show. No part of an exhibit shall be removed during the showing without special permission from the Show Management. **No exhibit may be dismantled, torn down, or removed until the show closes.** Failure to adhere to this schedule will result in an automatic refusal of the right to exhibit at future meetings and conventions. Management reserves the right to remove any exhibits not removed by the time specified and charge the expense to the exhibitor.

Exhibitor access to the exhibit area during the show is limited to the general exhibit hours plus one hour before opening and one hour after closing each day of the show, unless the exhibitor obtains special permission from the Show Management. Exhibitor's booths must be manned at all time during exhibit hours.

- Use of Space** – In order to allow unobstructed views of neighboring booths, exhibitors must comply with the IAEM rules provided herewith and made a part hereof, and must confine their activities to their assigned space.
- Exhibit Specifications** – Show Management shall supply at no charge to all exhibitors under 300 sq. ft. the following standard booth decorations over the regular booth rental fee: **one 8' high curtain back wall, two 3' high curtain sidewalls, one line 44" long x 7" high identification sign.**
- Damage to Premises** – Exhibitors or their agents may not allow any article to be brought into the exhibition, or any act done on the premises, which would invalidate the insurance or increase the premium of the policies held by the management of the convention facility. Neither will they permit anything to be done by their employees through which act the premise, property, or equipment of other exhibitors will be damaged. No signs or articles can be affixed, nailed, or otherwise attached to walls, doors, etc. in such a manner as to deface or destroy them. Likewise, no attachments can be made to the floors by nails, screws, or any other devices that would damage them. Anything in connection therewith necessary or proper for the protection of the building, equipment, furniture will be at the expense of the exhibitor. All space is leased subject to these conditions. Exhibitor acknowledges that the violation of these rules will result in the penalties outlined in item # 3 of this Contract. Exhibitor assumes the entire responsibility for any damage to the Premises whatsoever resulting from such violations.
- Fire Regulation** – No combustible decoration, such as crepe paper, cardboard, or corrugated paper shall be used at any time. All packing containers, excelsior or wrapping paper, which must be flameproof, are to be removed from the floor and must not be stored under table or behind displays. All muslin, velvet, silken or any other decoration must stand a flameproof test as prescribed by fire ordinance of the city and/or state in which the show is held. Exhibitor acknowledges that it is the exhibitor's duty to examine the respective ordinances of the city and/or state in which the show is held. All materials and fluid which are flammable are to be kept in safety containers. Open flames, butane gas, oxygen tanks are not permitted.
- Official service Contractor/Decorator** – The official service contractor will be designated by Show Management and will provide all services required: drayage, furnishings, carpet, accessories, table, drapery, electrical power, labor, to erect and dismantle your exhibit, signs, etc. An exhibitor service kit will be mailed with order forms, rates, and instructions on the services provided.
- Labor** – It is mutually agreed that it is the duty and responsibility of each exhibitor to install his exhibit before the opening of the exhibition and to dismantle his exhibit immediately after the close of the exhibition, in accordance with the terms of item # 9 of this contract.
- Amendments** – The exhibitor agrees that Show Management shall have the right to make such rules and regulations or changes in floor plan arrangements of booth, for said exhibition as it shall deem necessary and to amend same from time to time. Show Management shall have the final determination and enforcement of all rules, regulations, and conditions.
- Music Licensing** – Any exhibitor using copyrighted music during the convention, whether on the exhibit floor, in hospitality space or in any other way related to the convention shall obtain permission for such use. This requirement applies to all live and recorded music, including that accompanying video or other presentations. Any exhibitor using copyrighted music as set forth above assumes entire responsibility for its use. Exhibitor further agrees to protect, indemnify, defend, and save Show Management and the management of the convention facility, and the service contractor and their respective employees and agents harmless against all claims, losses and damages, governmental charges or fines and attorney fees arising out of or caused by exhibitor's use of said copyrighted music.
- Payment Schedule, Refund Policy and Terms of Liability Payment Schedule:**

Payment Schedule:

Before February 1st, 2008, a 25% deposit may be used to hold a booth space with full payment due February 1st, 2008, to retain space.

After February 1st, 2008, full payment must accompany the Contract/Application for Exhibit Space to have space assigned.

**Special payment arrangements may be made.*

Refund Policy:

- 25% of the total booth cost of original space contracted is non-refundable.
- Companies canceling their exhibit space on or before March 31, 2008, receive a refund of all payments made to date less the 25% non-refundable deposit.
- Companies canceling their exhibit space on or after April 1, 2008, and before July 31, 2008, receive a refund of all payments made to date less a 25% penalty and the 25%, non-refundable deposit.
- Companies canceling their exhibit space on or after July 31, 2008, receive no refunds.

Terms of liability:

- October 26, 2007 to March 31, 2008 – Exhibitor is 25% liable for exhibit space contracted.
- April 1, 2008 to July 31, 2008 – Exhibitor is 50% liable for exhibit space contracted.
- August 1, 2008 or after – Exhibitor is 100% liable for exhibit space contracted.

20. Special Placement – Show Management reserves the right to place any exhibitor in a strategic location in order to obtain the best possible traffic flow and maximum benefit for the trade show.

21. Past Due – Exhibitor agrees that Show Management reserves the right to assess a ten (10%) percent per annum interest charge on all past due amounts owed to Show Management arising from this Contract.