

Exhibitor Rules and Regulations
Oklahoma Academy of Ophthalmology
Codequest 2018

Defined Terms:

- The term “OAO” means the Oklahoma Academy of Ophthalmology and each of its respective officers, directors, staff, agents and representatives.
- The term “OAO Show” means any of the Oklahoma Academy of Ophthalmology’s 2018 Codequest seminar to be held Saturday, April 14, 2018 in Oklahoma City, Oklahoma. The OAO Show and all portions thereof, is owned, sponsored, produced, and managed by the Oklahoma Academy of Ophthalmology.
- The term “Exhibitor” means, collectively, the company or person that applied for exhibit space and agreed to enter into the contract upon acceptance by OAO.

Qualifications of an Exhibitor: OAO Show management will, in its sole discretion, determine whether a prospective Exhibitor is eligible to participate in the OAO Show. Exhibitors shall be limited to those whose products or services are related to ophthalmic medical, professional, or practice interests. The OAO reserves the right to refuse to provide exhibit space to any exhibitor not compatible with the general character and objectives of the OAO Show, or if the OAO Show is full upon receipt of the application. Exhibits are available on a first come, first served basis. Once the exhibit hall is sold out, companies have the option of being on a wait list in the event that another company cancels.

Compliance:

- a) Smoking inside the OAO Show is prohibited.
- b) Exhibitors may not serve alcohol inside the OAO Show.
- c) OAO Show management reserves the right to reject, remove or prohibit any exhibit/display in whole or in part, or any Exhibitor or its representatives if, in the opinion of OAO Show management, the exhibit or the activities of the Exhibitor or its representatives violates the contract, the Rules or Regulations, or are detrimental to the goals and purposes of the OAO Show.
- d) Prohibited or inappropriate conduct which results in the Exhibitor removal will also result in the forfeiture of all exhibit fees, or any other fees; the Exhibitor will remain liable for any damages due to its actions.
- e) Use of a booth space by two or more firms is not permitted. Subletting of space is not permitted.
- f) Any Exhibitor who is a “no show,” meaning that the booth is not set up and staffed by the show opening time, without prior permission, will forfeit his/her booth space for the duration of the OAO Show. Non-attendance does not constitute cancellation on the Exhibitor’s part, and no refunds or credits will be issued. OAO Show management will replace a “no show’s” booth space as it determines is in the best interest of the OAO Show.
- g) **“Suitcasing”** is prohibited. Suitcasing is the act of soliciting business in the aisles during the exhibition or in other public spaces, including another company's booth or a hotel lobby.

Assignment of Exhibit Space:

- a) Exhibitor may consider his/her space as reserved in the OAO Show upon acceptance of the application. However, placement will not be assigned until full payment has been received.
- b) OAO Show management reserves the right to assign exhibit space, change the floor plan or move Exhibitor’s exhibit space, without prior notice, if OAO Show management determines that it is in the best interest of the OAO Show.

Payment Policy:

- a) Payment need not accompany the signed application.

- b) Payment must be received by March 31, 2018 in order to be listed in the on-site materials as an Exhibitor, and to avoid cancellation.
- c) Types of payment: check drawn on a US bank, credit cards (VISA, MC, AMEX). Payment may be made with credit card via www.OklahomaEyes.org.

Cancellation by Exhibitor

- a) A 50% refund will be made to the Exhibitor if written notice is received by March 15, 2018.
- b) After this date, no refunds will be issued. There will be no credit for resale of space.
- c) This cancellation date will apply regardless of the date on which OAO Show accepted the Exhibitor's application.
- d) OAO assumes no responsibility for having included the name of the cancelled Exhibitor in materials related to the OAO Show.

Cancellation by OAO:

- a) If, after the contract is entered into, the OAO fails or is unable to provide an Exhibitor with the opportunity to exhibit at the OAO Show, due to fire, strikes, authority of the law, act of God or any other cause or reason, and the Exhibitor is not responsible for such failure, the Exhibitor's sole and exclusive remedy shall be the return of all monies that it has paid in connection with the Application/Contract. In such case, the OAO shall bear no further liability or responsibility under such agreement.
- b) If Exhibitor fails to make payment by the deadline, OAO Show management may terminate the contract.
- c) OAO Show management reserves the right to refuse Exhibitor permission to move in and set up and exhibit if the Exhibitor is in arrears of any payment.

Relocation: OAO Show management reserves the right to cancel, rename, or relocate the OAO Show or change the dates on which it is held. In the unlikely event that OAO Show management relocates the OAO Show to another facility within the same city, or changes the dates to dates that are not more than 30 days earlier or 30 days later than the dates on which the OAO Show originally was scheduled, no refund will be due the Exhibitor, but OAO Show management will assign to the Exhibitor, in lieu of the original exhibit space, such other exhibit space as OAO Show management deems appropriate. The Exhibitor agrees to use such space under the terms of the contract.

Insurance Requirements and Exhibitor Appointed Contractors

- a) Exhibitors shall carry their own insurance to cover exhibit material against damage and loss, and public liability insurance of at least \$1 million per occurrence and \$1 million aggregate, against injury to the person and property of others.
- b) The Exhibitor shall, at its sole cost and expense, procure and maintain through the terms of the contract for exhibit space, workers' compensation insurance in full compliance with all federal and state laws governing all of the Exhibitor's employees engaged in performance of work for the Exhibitor.
- c) Policies shall list the OAO as a named additional insured.
- d) Carrier must be licensed to do business in Oklahoma.
- e) If requested by the OAO, Exhibitor may be required to submit a certificate of insurance evidencing the required insurance.
- f) Exhibitor Appointed Contractors (EAC) are individually required, at their own expense, to secure and maintain insurance coverage equivalent to that listed above, and may also be asked to furnish a certificate of insurance.
- g) Any EAC must adhere to and will be bound by the Rules and Regulations and terms stated in this contract.
- h) Exhibitors will be responsible for their EAC's.

Liability for Damages or Loss of Property. The exhibitor shall protect, indemnify, and hold harmless OAO, the hotel, and the respective employees and agents from any and all liability, loss, damage, or expense by reason of any injury or injuries sustained by any persons or property or loss of property or income that might be derived therefrom occurring in or about the exposition premises or entrances thereto or exits therefrom, including that caused by resulting from the negligence of OAO. The hotel shall not be responsible or liable for any injury, loss, or damage to any property or person brought in by the exhibitor or otherwise located in the exhibition premises.

Exhibit Booth Details

- a) Each Exhibitor will be provided with a 6' by 24" draped table, two chairs, and an electrical outlet if needed. Exhibitors must conform to this or equivalent floor space.
- b) Telephone service, decorating services, and internet connections are not provided by the OAO.
- c) Security guard services are not provided by the OAO. All items brought into the facility are done so at the Exhibitor's own risk. The Exhibitor is solely responsible for the security and safeguarding of their exhibit and its contents at all times.

Do Not Call Waiver – The Exhibitor consents and agrees to receive messages regarding the OAO Show via email or fax.

Promotional Errors: OAO will not be liable for any errors or omissions in the OAO Show's attendee lists, websites, newsletter or any other promotional or on-site materials. OAO assumes no responsibility for having included the name of a cancelled Exhibitor in material related to the OAO Show.

For more information, contact

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