

## ATTACHMENT 1—TERMS AND CONDITIONS

- 1. Application** – The completed application to contract for exhibit space, and these terms and conditions which are attached and incorporated into the application, shall constitute a contract upon acceptance of the application by the Florida Optometric Association, (FOA). Applications are processed and exhibit space assignments are made in the order received, subject to the priority extended to convention sponsors and to applicants whose pre-registration request is accompanied by payment in full. The rental fee for exhibit space is as specified on the application. Applications will be processed only upon FOA's receipt of the rental fee. **NO BOOTH ASSIGNMENTS WILL BE TAKEN OVER THE PHONE; NO EXCEPTIONS.**
- 2. Exhibitor's Authorized Representative** – Exhibitor must name an authorized representative in connection with installation, operation, and removal of exhibitor's exhibit. Exhibitor shall assume responsibility for the representative in attendance at all times the exhibit hall is open and for keeping its exhibit neat, staffed, and orderly at all times.
- 3. Arrangements** – Exhibits must be arranged so as not to obstruct the general view or hide the exhibits of other exhibitors. The standard equipment provided to the exhibitor by FOA will consist of an 8' x 10' booth with a cloth back wall eight feet high and side dividers 36 inches high, one 6' x 2' skirted table, two folding chairs, one wastebasket, and one identification sign bearing the company/organization name as specified in the application. No construction or build-up exhibit, including signs, shall exceed the overall height of the back wall. Exceptions to this limitation may be made by FOA for multiple booth exhibitors. Display boards and other equipment more than 36 inches in height must not extend more than 36 inches from the booth back wall in regular aisle locations. Each exhibitor will be provided a sign listing the company/organization name and booth number.
- 4. Installation and Dismantle** – The exhibitor shall not dismantle, pack, or remove any part of its exhibit until the close of the exhibit hall. If exhibitor acts in breach of this provision it shall pay, as compensation for distraction to the exhibition's appearance, an additional amount equal to 1/3 of total space charge for exhibitor's assigned space. Additionally, breach of this provision could result in loss of exhibitor's participation in future FOA conventions.  
Installation of Exhibits: Friday, July 19, 2019 11:00AM-3:00PM  
Exhibit Hall Open: Friday, July 19, 2019 4:30PM-7:30PM  
Saturday, July 20, 2019 10:00AM -1:00PM
- 5. Building and Equipment** – Exhibitors, and their agents, shall not abuse or deface the walls or floors of the exhibit hall, exhibit booths, equipment, or furnishings in the booth. Exhibitor shall be liable to owner of the property for any and all such damage. Exhibitor is required to maintain daily cleanliness of booth. Cleaning of booths shall take place at times other than exhibit hours. FOA shall have the right at any time to enter the exhibitor's booth or otherwise inspect exhibitor's material.
- 6. Conditions** – An exhibitor shall not assign, sublet, or share the whole or any part of its assigned exhibit space with any other corporation/organization/individual. An exhibitor is permitted to show only those goods or services manufactured or provided by exhibitor in the regular course of its business. Exhibits related to employment or practice opportunities with non-profit organizations, governmental entities or educational institutions may be accepted. A corporation/organization/individual that is not assigned exhibit space shall be denied admission to the exhibit hall, and shall not solicit business in any manner from convention attendees not only within the exhibit hall itself but on the property of the convention hotel. Should FOA fail to hold the exhibit or furnish the exhibitor with the contracted space, FOA shall promptly refund to exhibitor all sums paid hereunder, and such refund shall be accepted by exhibitor in full settlement of all loss or damage suffered by exhibitor.
- 7. Public Policy** – The exhibitor is charged with having knowledge of all federal, state, county, and municipal laws and regulations concerning fire prevention, public safety, and health. Compliance with such laws is mandatory and the sole responsibility of the exhibitor. All exhibit material shall be flame proof. The use of bottled gas or any other type of flame is not permitted. All electrical displays and equipment must be wired in accordance with all code requirements. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs a fire hazard, FOA reserves the right to remove all or such part of the exhibit as may be in violation, at Exhibitor's expense.
- 8. Solicitation** – All demonstrations, distributions, and interviews must be conducted by exhibitor only within its assigned booth space. An exhibitor may not distribute printed materials, souvenirs, food, or any other items to FOA convention attendees except within its assigned booth space. During FOA's convention, exhibitor shall not provide, or offer to provide, any materials, souvenirs, education, food, or any other items, or attempt in any fashion or by any means, to entice or solicit FOA convention attendees to attend a conflicting or contemporaneous event or gathering whether at the convention hotel or off-site. Distribution of food and beverages, giveaways, and other promotional techniques by the exhibitor may be utilized only with FOA's prior authorization. Exhibitors may not place any items in the gift bag given to convention attendees by FOA without FOA's prior authorization. A copy of any survey that an exhibitor wishes to distribute during the FOA convention must be submitted to FOA prior to March 1, 2019 for approval. An exhibitor's violation of this solicitation provision will be a material breach of its exhibit booth contract and will result in the immediate termination of the contract and eviction of the exhibitor from the exhibit hall.
- 9. Restrictions** – FOA reserves the right to restrict exhibits which, because of noise, method of operation or any other reason, become objectionable, with no refund of the registration fee. Exhibits which in FOA's opinion detract from the general character of the exhibit as a whole will be prohibited. In the event of an eviction, FOA is not liable for any refunds.
- 10. Liability** – FOA will provide security to safeguard exhibitor's property when the exhibit hall is closed. Neither FOA nor the convention hotel will be liable for loss or damage to property of the exhibitor or his representatives from theft, fire, accident, loss in transit or other causes. FOA and/or the convention hotel will be liable for personal injury to persons or loss or damage to property only in the case of negligence. Exhibitor shall assume liability for damage to exposition facility, by reason of his exhibit and shall indemnify FOA and the convention hotel for all liability which might ensue by reason of the exhibit or presence at the convention.
- 11. Admission** – Exhibit hall admission is by official badge only. An exhibitor is expected to wear the official badge at all times. An exhibitor who is not wearing and is unable to immediately produce the official badge will be ejected from the exhibit hall. Two complimentary badges are furnished to each exhibitor for each booth space rented. Additional badges must be purchased in advance or on-site for a \$50.00 fee. Only an employee of the exhibitor is permitted to wear an exhibitor badge.
- 12. Hold Harmless and Indemnification** – This agreement shall not constitute or be considered a partnership, joint venture or agency relationship between FOA and the exhibitor. Exhibitor hereby agrees to indemnify, hold harmless and defend FOA from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever as they arise [including but not limited to court costs, interest and attorney's fees] which FOA, may incur, suffer, be part to, or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission or breach of these terms, conditions and rules by exhibitor or any of its employees, servants, agents or relatives. Exhibitor assumes full responsibility and liability for actions of its agents, employees, relatives and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify, hold harmless and defend FOA and exhibit facility, as expenses arise, from responsibility or liability resulting directly or indirectly, or jointly, from other causes which arise because of acts or omission of its agents, employees, relatives, or independent contractors whether acting within or without the scope of their authority.
- 13. Waiver** – Waiver by either party of any term or condition or breach shall not constitute a waiver of any other term or condition or breach of their agreement. Rights of FOA shall not be deemed waived except as specifically stated in writing and signed by FOA.
- 14. Force Majeure** – In the event that FOA's convention is postponed due to any occurrence not occasioned by the conduct of FOA or exhibitor, whether such occurrence by an Act of God, common enemy, result of war, riot, civil commotion, labor dispute, terrorist action, government action or act or conduct of any person or persons not party or privy to this agreement, then performance of parties under this agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy effects thereof, and in any event for duration of such postponement. In the event that such occurrence results in cancellation of FOA's convention, obligations of the parties under this agreement shall automatically be terminated and all rental payments made under this agreement shall be refunded to exhibitor, less a pro rata share of expenses actually incurred by FOA in connection with FOA's convention.
- 15. Cancellation by Exhibitor** – Exhibitors requesting cancellation of registration in writing to the FOA Office no later than May 31, 2019 will receive a refund less \$75 administrative fee. Exhibitors who cancel after May 31, 2019 will not receive a refund.
- 16. Applicable Law and Jurisdiction** – Exhibitor hereby agrees that the laws of the State of Florida shall control construction and enforceability of this agreement and hereby consents to jurisdiction of the State of Florida and Federal District Courts within the State of Florida with respect to any right of action arising under this agreement.
- 17. Severability** – In the event any provision of this agreement is held invalid or unenforceable, then neither remaining provisions of this agreement nor other applications of provisions involved shall be affected thereby.
- 18. Agreement Subject to Terms of Facility Lease** – This agreement between FOA and exhibitor is subject to the terms of the agreement between FOA and the exhibit facility.
- 19. List of Members** – This agreement does not entitle the exhibitor to either a list of FOA members or a list of FOA members registered to attend the convention.
- 20. Room Reservations** - Exhibitor hereby agrees to reserve no more than two guest rooms per booth space.