

# Exhibit Space Contract

American Academy of Orthotists and Prosthetists

44<sup>th</sup> Annual Meeting and Scientific Symposium

Hyatt Regency New Orleans

New Orleans, LA

February 14-17, 2018

## Company Information

Please type, print, or attach your business card.  
Note the following information will be printed in our Exhibitor Directory.

Company Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Company Website \_\_\_\_\_ Company Email \_\_\_\_\_

Key Exhibit Contact \_\_\_\_\_ Email \_\_\_\_\_  
(All pertinent exhibit communications will be sent to Key Exhibit Contact but will not be printed in Exhibitor Directory.)

## Sponsorships

- Technical Workshop \$1,300  
 Product Display Showcase \$1,000

Sponsorship Subtotal \$ \_\_\_\_\_

Exhibit Subtotal \$ \_\_\_\_\_

Total Amount Enclosed \$ \_\_\_\_\_

## Exhibit Space Requirements

Each tabletop includes one complimentary registration. Each booth includes two complimentary badges. Additional exhibitor registrations will be charged \$400 (limit of two additional exhibitors). Please refer to #13 of the Terms & Conditions regarding the use of badges for Mandatory Continuing Education Credits.

8X10' Booth \$2700 x \_\_\_\_\_ = \$ \_\_\_\_\_

6' Tabletop \$1700 x \_\_\_\_\_ = \$ \_\_\_\_\_

EXHIBIT SUBTOTAL \$ \_\_\_\_\_

### PREFERRED BOOTH LOCATION

The Academy processes exhibit space contracts on a first come, first served basis. Please indicate three location preferences.

1<sup>st</sup> Choice \_\_\_\_\_

2<sup>nd</sup> Choice \_\_\_\_\_

3<sup>rd</sup> Choice \_\_\_\_\_

If possible, please **DO NOT** place our booth/table next to \_\_\_\_\_

**Only one booth/table number will be listed in the final program.**

## Acceptance Contract for Exhibitors

I/We have read, understand and accept the terms and conditions outlined in this document and agree to abide by all requirements, restrictions and obligations outlined in the Contract Terms and Conditions (see additional pages). Acceptance of this Application by AAOP Show Management constitutes a contract.

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Please Charge \$ \_\_\_\_\_ to my  VISA  MasterCard  American Express

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If paying by credit card, be sure to fill out the cardholder's billing address in the space below. Credit card companies require this information for your security.

Street \_\_\_\_\_ City \_\_\_\_\_

State/Province \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

### TENTATIVE HALL HOURS:

Wednesday, February 14 6:30 - 8:00 pm

Thursday, February 15 10:00 am – 5:00 pm

Friday, February 16 10:00 am – 5:00 pm

Saturday, February 17 9:00 am – Noon

Return to: Exhibits 1331 H St., NW, Suite 501, Washington, DC 20005 Phone: (202) 380-3663 Fax: (202) 380-3447

March 2016

## AAOP Application and Contract for Exhibit Space & Sponsorships: Terms and Conditions

The American Academy of Orthotists & Prosthetists (AAOP) is hereby authorized to reserve space for my company in the AAOP Annual Meeting and Scientific Symposium. The Show, sponsored by the American Academy of Orthotists & Prosthetists, will be held February 14-17, 2018 at the Hyatt Regency New Orleans. I/We understand that exhibit space will be assigned on a first-come, first-served basis. If our preferred space is not available, we will accept AAOP Show Management's assignment as close to our choice as possible.

*The exhibitor assumes all responsibility for any and all loss, theft or damage to exhibitor's displays, equipment and other property while on the Hyatt Regency New Orleans premises, and hereby waives any claim or demand it may have against the Hyatt Regency New Orleans or its affiliates arising from such loss, theft or damage. In addition, the exhibitor agrees to defend (if requested), indemnify and hold harmless American Academy of Orthotists & Prosthetists and the Hyatt Regency New Orleans and their respective parent, subsidiary and other related or affiliated companies from and against any liabilities, obligations, claims, damages, suits, costs and expenses, including, without limitation, attorneys' fees and costs, arising from or in connection with the exhibitor's occupancy and use of the exhibition premises or any part thereof or any negligent act, error or omission of the exhibitor or its employees, subcontractors or agents.*

The Annual Meeting of the American Academy of Orthotists and Prosthetists is sponsored by the American Academy of Orthotists & Prosthetists, hereinafter referred to as AAOP. These contract terms and conditions have been established for the mutual benefit and protection of exhibitors, attendees and AAOP with such additions or changes as may be made in the Exhibitor Service Kit, Exhibitor Updates or other communications being an integral part of the contract to which the exhibitor agrees. Any and all fees are subject to change without notice.

- 1. Payments and Cancellations.** In applying for space, the Exhibitor will submit full payment for the space or 50% of the payment with the signed contract if submitted by July 1, 2017. Final payment will be due **August 1, 2017**. Any contracts submitted after July 1, 2017 must be paid in full. In the event of cancellation, in writing, by the Exhibitor after August 1, 2017 the Association shall have the right to rent the space to anyone else without obligation to return the amount already paid, with the express right to retain any payment as liquidated damages. If a refund is being made, the Academy has the right to retain a 25% processing fee. Sponsorships are **not refundable** once the company has reserved the item/event.
- 2. Failure to Hold Exposition.** In the event that the show is cancelled because of reasons beyond the control of AAOP, space rental fees or deposits already made will be returned to exhibitors on a pro rata basis after all related show expenses incurred by AAOP through the date of cancellation have been met plus an administrative fee and overhead charges. However, exhibitors will not be reimbursed if the exposition is canceled, postponed, curtailed or abandoned due to an act of war, insurrection, radioactive contamination, seepage, pollution and contamination. This non-reimbursement clause is due to AAOP exclusions in coverage in its Show Cancellation Insurance.
- 3. Force Majeure.** In the event the Hyatt Regency New Orleans or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event as result of fire, flood, tempest or any other such cause or as a result of governmental intervention, malicious damage, acts of war, strike, lock-out, labor dispute, riot or any other cause or agency over which AAOP has no control, or should AAOP decide that because of any such cause it is necessary to cancel, postpone, or re-site the Exhibit, or reduce the installation time, exhibit time, or move-out time, AAOP shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.
- 4. Deadlines for Exhibit Space.** Applications will be assigned on a first-come, first-served basis. Whenever possible, space assignments will be made in keeping with the preferences as to location by the exhibitor. In the event two or more companies request the same space, the application with the earliest date received will be considered first. AAOP reserves the right to make the final determination of all space assignments in the best interest of the exposition.
- 5. Relocation of Exhibit Space.** AAOP may alter the location of exhibit spaces, at its sole discretion, in the best interest of the exposition.
- 6. Subletting of Exhibit Space.** Exhibitors may not assign, sublet or share their exhibit space with another business or firm unless approval has been obtained in writing from AAOP. Exhibitors must show goods or services manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular name, imprint or trademark under which same is sold in the general course of business.
- 7. Liability.** Although guard service will be furnished for AAOP, neither AAOP nor the Hyatt Regency New Orleans can or will be responsible for damage to, loss, or theft of property belonging to or injury to any exhibitor, his agent, employees, business invitees, visitors, or guests. Each exhibitor is expected to carry his own appropriate insurance. The exhibitor shall protect, save and hold AAOP and the Hyatt Regency New Orleans forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitor or those holding under the exhibitor, except for any damages or charges directly caused by the sole negligence of any of the foregoing indemnified persons or entities, as well as to strictly comply with the applicable terms and conditions contained in the agreement between the Hyatt Regency New Orleans and AAOP regarding the exposition premises; and further, the exhibitor shall at all times protect, indemnify, save and hold harmless AAOP and the Hyatt Regency New Orleans against and from any and all losses, costs (including attorney's fees), damage, liability, or expense arising from or out of or by reason of any accident or bodily injury or other occurrence to any person or persons, including the exhibitor, its agents, employees, and business invitees, which arises from or out of or by reason of said exhibitors occupancy and use of the hotel premises or a part thereof, except for those matters directly caused by the sole negligence of the foregoing indemnified persons or entities.
- 8. Exhibitor Insurance.** All property of the exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the exhibit area. AAOP and the Hyatt Regency New Orleans do not maintain insurance covering exhibitor's property. Exhibitor shall carry Comprehensive General Liability coverage, including premises, operations and contractual liability coverage of at least \$500,000 for Personal Injury Liability, and \$500,000 for Property Damage Liability. Exhibitor shall also carry Worker's Compensation insurance in full compliance with all federal and state laws and covering all of exhibitor's employees engaged in the performance of any work for exhibitor with the following coverage: \$100,000 for each accident for bodily injury; \$100,000 for each employee for bodily injury by disease; with a \$500,000 policy limit for bodily injury by disease. Exhibitor shall deliver to AAOP certificates of insurance evidencing such coverage, naming AAOP as a co-insured (or additional insured) and providing that each policy of insurance required to be maintained contains a clause requiring a 30-day pre-cancellation notice to the insured and the co-insured (or additional insured). Such certificates shall be furnished with contract and payment before contract may be validated.

**9. Disability Provisions.** Exhibitor represents and warrants (i) that its exhibit will be accessible to the full extent required by law; (ii) that its exhibit will comply with the Americans with Disabilities Act ( ADA ) and with any regulations implemented by that Act; and (iii) that it shall indemnify and hold AAOP harmless from and against any and all claims and expenses, including attorneys fees and litigation expenses, that may be incurred by or asserted against AAOP, its officers, directors, agents or employees on the basis of the exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA.

**10. Damage to Property.** The exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other exhibitor's property. The exhibitor may not mar, tack, make holes, apply paint, lacquer, adhesives or other coating to building columns and floors or to standard booth equipment.

**11. Union Labor.** Exhibitors shall be bound by all contracts in effect between service contractors, the Hyatt Regency New Orleans and labor organizations.

#### **12. ARRANGEMENT OF EXHIBITS**

Exhibits will be restricted to booths (8'dx10'wx8'h) and table top displays (6'dx24'wx30'h) of products, brochures and books not to exceed 30 inches in height from table top. All booths must have a 4' setback from aisles and cannot exceed 8' in height. Unless you are in a booth that prohibits you from working behind it or have requested special placement, you must be able to work behind your exhibit. The placement of any part of the exhibit display on the floor in front, next to or behind, the table is prohibited. Any deviation must be submitted in writing with a layout to the Academy Exhibits Committee for prior approval at time of contract submission. Submissions which substantially alter the character of the exhibit area, or are too large to accommodate, may not be permitted. Exhibits Committee reserves final judgment. Controversies and disputes must be submitted to Exhibits Chairman for resolution.

#### **13. Booths, Equipment & Badges**

The price for booths shall include two chairs, one wastebasket and identification sign. Tabletop exhibits include the items stated previously plus one skirted 30"x72" table and identification sign. Each table gets one exhibitor badge and booths include two exhibitor badges (a value of \$400 each) with the option to purchase up to two additional exhibitor badges for \$400 each. One of the badges you receive with each table or booth will be a full conference registration allowing the attendee to receive MCE credits at no additional charge. The individual receiving this badge must be a full-time employee of the exhibiting company. Other badges may be upgraded to full conference registration with the payment of an additional fee. For example, if the exhibitor badge is valued at \$400 and the member registration is \$565, payment of the \$165 (Academy members only) difference entitles that badge to earn MCE credits. **These registration fees are subject to change.**

#### **USE OF BOOTHS & TABLETOP EXHIBITS**

The Exhibitor is permitted to demonstrate equipment and to make informational presentations regarding products or services at his/her table top booth only. All demonstrations and exhibits must be confined to the table top exhibit booths responsible for such demonstrations or exhibits. During the time the Association's educational programs and scientific sessions are being presented, Exhibitors shall not conduct hands-on demonstrations, lectures or other presentations except in the table top booth space allocated to them pursuant to this agreement.

**14. Installation.** Any target move-in dates for exhibit installation in the Hyatt Regency New Orleans depend on the location of the exhibit space.

**15. Delivery and Removal During Show.** Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the exposition without written permission from AAOP. All arrangements for delivery, during non-show hours, of supplies, such as flexible materials, cartons and products to be packaged must be made with AAOP. No deliveries may be made during show hours.

*Removal of Hand-Carried Materials.* Passes will be required to remove any hand carried materials from the exhibit floor. These passes will be available from AAOP. Portfolios, brief cases and packages will be subject to inspection by the security guards.

**16. Admittance During Non-Show Hours.** Booth personnel will not be permitted to enter the exhibit floor earlier than two hours before the scheduled opening time each day of showing, and will not be permitted to remain on the exhibit floor for more than 30 minutes after closing hour each evening, with the exception of Saturday, February 17, 2018. Exhibitors having special equipment or problems that require additional time should check with Show Management on the previous day.

**17. Conflicting Events During Show Hours.** The exhibitor shall not extend invitations, call meetings, hold hospitality events or otherwise encourage absence of visitors/attendees from the exhibit hall and meeting rooms during the hours of AAOP programming. All meetings, events etc. must be approved by AAOP in advance.

**18. Dismantling.** Exhibitor's displays **shall not** be dismantled or packed in preparation for removal prior to the official closing time of Noon, Saturday, February 17, 2018. Every exhibit must be fully staffed and operational during the entire exposition. The dismantling of displays begins at Noon, Saturday, February 17, 2018 and continues through 6:00pm. The deadline for removal of all displays is 6:00pm, Saturday, February 17, 2018. At that time, all exhibitor displays or materials left in the booths without instructions will be packed and shipped at the discretion of AAOP's official service contractor, and all charges will be applied to the exhibitor.

**19. Badges.** Badges will be required for entry into the exhibit hall at all times. Badges are not transferable and will be confiscated if worn by anyone other than the person to whom issued. The clear view of the official AAOP badge shall not be obstructed, therefore, business cards or any other materials are not to be used in AAOP badge holders.

**20. Character of Exhibits.** The general rule of the exhibit floor is "be a good neighbor." No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Booth personnel, including demonstrators are required to confine their activities within the exhibitor's booth space. Apart from the specific display space for which an exhibiting company has contracted with AAOP, no part of the Hyatt Regency New Orleans and its grounds may be used by any organization other than AAOP for display purposes of any kind or nature. Within the hotel property, exhibitor brand or company logos, signs, and trademark displays will be limited to the official exhibit area only.

*A. Soliciting.* No Exhibitor may call or invite a visitor out of one exhibit and into their own. Exhibitors must remain within their own exhibit space in demonstrating products, distributing literature, product samples or other materials; other areas of the Hyatt Regency New Orleans or the aisles may not be used for this purpose.

*B. Attire.* Representatives should be conservatively attired to maintain the professional and business-like climate of the exposition.

*C. Sound.* Video presentations relating to exhibitor's equipment will be permitted, provided projection equipment and screen are located in the rear one-third of the booth, and all viewers stand or sit within the booth. Sound movies will be permitted only if the sound is not audible in the aisle or neighboring booths. Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighboring exhibitors.

*D. Lighting.* In the best interest of the exposition, AAOP reserves the right to restrict the use of glaring lights or objectionable light effects.

*E. Booth Exteriors.* The exterior of any display cabinet or structure facing a side aisle, or adjacent exhibitor's booth must be suitably decorated at the exhibitor's expense.

*F. Noise and Odors.* In fairness to all exhibitors, no noisy or obstructive activity will be permitted during show hours, nor will noisily operating displays or exhibits producing objectionable odors be allowed.

*G. Sales.* Sales are strictly prohibited on show floor.

*H. Use of Models.* Models are to be confined to exhibitor's booth/table and must be registered by the exhibitor.

**21. Music Licensing.** Exhibitor represents and warrants that it shall not violate any copyright, trademark, or other similar intellectual property laws and that it shall comply with all copyright restrictions including, but not limited to, any license AAOP may obtain or any other laws and restrictions with respect to the use or performance of music. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitor under the copyright laws and present AAOP with a copy of such license or grant no less than (30) days prior to the start of the exposition. Exhibitor agrees to indemnify AAOP if any damages occur as a result of music licensing violations.

**22. Display Heights.** Display material including show case displays or storage cabinets, electrical fixtures, wire, conduits, etc. must adhere to the Exhibit Construction Guidelines outlined on the floor plan and in the Exhibitor Service Kit.

**23. Safety Regulations.** Fire regulations require that all display materials be fire resistant or treated with a flame-retardant solution to meet requirements of the standard flame test as provided by the Hyatt Regency New Orleans for fire prevention. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories. No storage of any kind is allowed behind the back drapes or in the exhibit space. All cartons, crates, containers, and packaging materials will be stored by the official service contractor at the exhibitor's expense. Up to one day's supply of operational materials may be stored within the exhibit space. All aisles, corridors, exit areas and exit stairways must be maintained at their required width at all times that the exposition is open. No obstruction such as chairs, tables, displays or other materials will be allowed to protrude into the aisles. Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor.

**24. Photography, Sketching & Videos.** Cameras/Cell Phones may be carried in the exhibit area, but under no circumstances may photographs, drawings or video be made without expressed authority of the exhibitor concerned in each case.

**25. Complaints.** Complaints of any violation of the Contract Terms and Conditions or exhibit construction guidelines are to be made promptly to AAOP, and exhibitors and their personnel agree to abide by the decision of AAOP.

**26. Amendment of Rules.** AAOP reserves the right to make changes, amendments and additions to these rules at any time and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by AAOP.

**27. Laws Applicable.** The Exhibitor agrees to abide by both the laws of Washington, DC and the rules and regulations of the Hyatt Regency New Orleans and the State of Louisiana.

**28. Food & Beverage.** No food or beverage may be brought into the facility.

American Academy of Orthotists & Prosthetists

1331 H St., NW, Suite 501

Washington, DC 20005

Phone: (202) 380-3663

Fax: (202) 380-3447