

# Exhibit Hall Agreement

*Apply today for your booth(s) at the 2019 EastWest Eye Conference!*



**Booth Specifications and Equipment:** Each booth is 10' x 10' and includes curtain side rails and backdrop and a sign identifying your company.

**Cancellation Policy:** For a good cause, exhibit space applications may be cancelled if written notification is received by the Ohio Optometric Association on or before August 1, 2019. In such event, full refunds of exhibit space fees shall be made, minus deposit. There shall be no refunds for space cancellations received after August 1, 2019.

**Exhibit Policy:** All exhibitors are responsible for being aware of and adhering to the following policies:

- Payment by check, money order or credit card must accompany this application.
- Exhibit booths will be reserved upon receipt of the completed "Exhibit Hall Application" and fee.
- Exhibitors may not sublet or assign any portion of their exhibit space.
- Exhibitors must keep their exhibit space open and staffed during exhibit hall hours. A penalty will be assessed for early closing without written approval of Conference Manager.
- OOA will arrange for security overnight and during show hours. However, liability for all equipment and materials remains with the individual exhibitor.
- Exhibitors agree to comply with all decisions of the Conference Manager.
- OOA shall deny, within its sole discretion and for whatever reason, participation at the Conference of any exhibitor which OOA deems to be inappropriate for the Conference or which OOA believes would be disruptive to the activities of the Conference.
- Exhibitors shall not schedule or promote competitive activities during the time of the Conference except upon the pre-approval of OOA.
- Exhibitors acknowledge that the term "EastWest Eye"<sup>sm</sup> and any associated logos are servicemarks of OOA. These servicemarks, or any other servicemark owned or controlled by OOA, may not be used by exhibitors except as prescribed by OOA. Exhibitors may not use any OOA servicemark as a basis for scheduling or promoting any events that would be competitive to the activities of the Conference.

**Exhibitor Service Kit:** The EastWest Decorator will send you an exhibitor service kit within 60 days of the Conference.

**Indemnity and Limitation of Liability:** Neither the Conference nor the OOA, nor any of their officers, agents, employees, affiliates or other representatives shall be held liable

for, and they are hereby released from liability for, any damage, loss, harm or injury to the person or property of the exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. The exhibitor shall also indemnify and hold harmless OOA from demands, suits, liability, damages, loss, costs attorneys' fees and expenses of whatever kind or nature, including but not limited to, claims of damage or loss resulting from the breach of these terms, conditions and rules, claims of property or personal injury caused by or attributable in whole or in part to any action or failure to act whether by negligence or otherwise, on the part of the exhibitor or any of its officers, agents, employees or other representatives, and claims of damage or loss to any third party resulting from an infringement of a copyright or patent or the unauthorized use of a registered trademark.

**Insurance:** Exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date at the Conference and terminating on the last move-out date, a policy of insurance acceptable to OOA. The policy of insurance shall name OOA as loss-insured and insure the exhibitor against all claims of any kind arising from or in any way connected with the exhibitor's presence or operations at the Conference. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of OOA, the exhibitor shall provide OOA with a copy of such policy.

**Music and Amplification:** Due to ASCAP and BMI licensing requirements and US copyright laws, no copyrighted music, live or recorded, will be permitted in the Exhibit Hall unless the exhibitor using the material has purchased the appropriate license. This rule includes background music on audio-visual presentation. The use of amplification, recordings, videos, slides or other audio-visual devices is permissible; however, the sound volume of any such device must not exceed that of normal conversation voice level or be objectionable to neighboring exhibitors.

**Food and Beverage:** All food and beverage must be contracted with Cleveland Convention Center.

**Shipping Instructions:** We strongly recommend that all shipments of equipment and supplies be arranged through The EastWest Decorator. They will transport your shipment to the Conference, deliver it to your booth, remove it at the conclusion of the Conference, and ship it back to the company. All your representatives have to do is set up your exhibit and dismantle it. Confirmed exhibitors will receive shipping information along with a complete kit from The EastWest Decorator approximately 60 days prior to the Conference.