



APOPS 2016 WOMEN'S PELVIC HEALTH CONGRESS

EXHIBITOR BOOTH CONTRACT

General Contract Terms and Conditions Agreement

Exhibit booth space applicant validates by payment of exhibit booth space that he/she is an authorized representative for the indicated Exhibiting Company with full power and authority to reserve exhibition space or sponsorships for use by this company during the APOPS 2016 Women's Pelvic Health Congress. The undersigned acknowledges receipt of and agrees to abide by all terms, policies, and other provisions of this contract. The Exhibiting Company agrees that the contract entered into between Association for Pelvic Organ Prolapse Support (APOPS) and the Exhibit Hotel Properties relating to the exposition location shall be considered a part of this contract, incorporated herein by reference, and shall be fully binding to APOPS, Exhibit Hotel, and Exhibitor parties. The Exhibiting Company has read and understands the terms, conditions, and rules as outlined on in this contract, and agrees to fully comply with them. Every Exhibitor will be required to present Proof of Insurance within 30 days prior to event. In the event of damage by fire or any other cause at the Exhibiting Hotel, or if any casualty or unforeseen circumstances occurs including strikes, natural disaster, war, terrorist attacks, total or partial failure of mass transportation, or other forces beyond the control of the contract parties which makes fulfillment of this contract by APOPS improbably or impractical, the Exhibiting Company agrees that APOPS, nor the hotel, shall in any case be held liable or responsible to the Exhibiting Company for damage caused in any manner.

1.GENERAL: APOPS grants a revocable license to use exhibit space assigned to subject to the terms and conditions set forth in this contract. APOPS makes no representations or warranties except as expressly set forth herein.

2.REGULATIONS: Exhibitor agrees to abide by all pertinent City, State, and Federal laws, ordinances, fire, and safety codes and by all pertinent regulations for the exhibit hall as provided to Exhibitor.

3.PAYMENTS: Exhibition booth spaces will be assigned upon receipt of payment in full of selected booth space(s). Payments may be submitted via the APOPS online portal, or by check or money order via mail.

4. APPROVAL OF EXHIBIT: The APOPS Events Management reserves the right to refuse any exhibit not in keeping with the quality, dignity and theme of the event. Merchandise and displays will be subject to the APOPS Events Management approval. Exhibitor agrees to adhere to generally accepted standards of good taste and to maintain the dignity of the event. The APOPS Events Management reserves the right to demand the alteration or deletion of any material or activity which it deems detrimental to the dignified image of the APOPS Events Management.

5. EXHIBIT DESIGN: Exhibits must be designed, constructed and operated in good taste and in accordance with the best interests of the APOPS Events Management, which the APOPS Events Management will have the sole discretion to decide and approve. The APOPS Events Management has the right to prohibit the installation or operation of any exhibit not meeting its standards of quality, or which in its sole discretion, the APOPS Events Management deems not in the best interests of the APOPS Events.

6. SPACE ASSIGNMENT: The APOPS Events Management reserves the right to assign all space locations and to make such changes prior to event move-in as may become necessary consistent with good management practice.

7. SUBLETTING PROHIBITED: Exhibitor agrees he will not sublet, reassign or apportion space in any way. Two or more firms may not exhibit in the same space, except with written prior approval by the APOPS Events Management.

8. EXHIBIT READINESS: Exhibit will be set up, complete and clean at least one hour prior to the opening of each event day, and will be open during all published event hours. Unless exhibit is approved by the APOPS Events Management as a non-staffed exhibit, exhibitor agrees to have personnel staff exhibit during all published event hours.

- 9. CONFLICTING ACTIVITY:** To safeguard the rights of all exhibitors and the APOPS Events Management interest in maximum audience attendance during all scheduled events, there shall be no additional programmed activity (including private parties, tours or other activities) which may deny other exhibitors full exposure to the attendee.
- 10. SALES ACTIVITY:** Exhibitor agrees that all business activities; circulars, advertising matters, etc. may only be conducted and/or distributed within the exhibit space assigned to the Exhibitor. Such materials may not be distributed in other areas of the event. Selling or order taking anywhere other than in the exhibit space or areas specifically designated for such activities is strictly prohibited.
- 11. CASH SALES:** Exhibitor agrees that all cash sales made during the event will be duly reported in accordance with the Sales Tax regulations of the State and City in which the event is held.
- 12. SECURITY:** The APOPS Events Management will exercise all reasonable diligence in protecting property of Exhibitors, but neither the APOPS Events Management, the Service Contractor, nor the Convention facility will be responsible for articles lost to fire, theft or mysterious disappearance.
- 13. CREDENTIALS:** Credentials (badges) will be issued to qualified exhibit attendants. Misused or transferred passes will be confiscated by the APOPS Events Management. Exhibitors will be required to wear a badge at all times while on the event floor, and may not gain entry to the event without the appropriate badge. Lost badges may be replaced in the registration area with proper identification.
- 14. REMOVAL OF QUESTIONABLE PERSONS:** The APOPS Events Management reserves the right to stop or remove from the event any person or persons, including exhibitor personnel, who are in violation of the Terms and Conditions of the APOPS Events Management, or for the performance of any act or practice which, in the opinion of the APOPS Events Management, is detrimental to APOPS Events. Expelled Exhibitors shall not be entitled to any proration or refund of monies paid.
- 15. AUDIO VISUAL EQUIPMENT/MUSIC:** The use of audio visual equipment shall be permitted only in exhibit space and in such intensity as it does not interfere with the activities of neighboring exhibitors. Exhibitors who wish to use any music (tapes, records, CDs, the radio, etc.) must be properly licensed by such person(s) or organization, authorizing use of the music.
- 16. NOISE AND ODORS:** Any devices which project sound must be tuned to conversation level. Noisy or obstructive work will not be permitted during exhibit hours, nor will loud operating displays or exhibits producing displeasing odors be allowed.
- 17. EVENT RULES:** Exhibitor agrees to make any official rules of the APOPS Events Management part of this contract and agrees to abide by such rules, including, but not limited to such items as booth display guidelines, signage, covered and two-story exhibits, etc.
- 18. UNION LABOR AND WORK AGREEMENTS:** When applicable, Exhibitor hereby agrees to abide by all agreements made between the unions, events management, its agents and the exhibit facility.
- 19. MOVE OUT:** The APOPS Events Management and/or the exhibit hall will have a lien upon any and all materials not removed from the exhibit hall immediately upon close of event program, and will have the right to remove and store such material at the expense of Exhibitor and to sell such materials as are unclaimed within thirty days with full payment of such expenses incurred for removal and storage.
- 20. LIABILITY:** Exhibitor accepts total responsibility for his exhibit and its safety in relation to fire, robbery, accident or other destructive cause, and to injury to the public which might occur within the confines of the exhibit or injury to Exhibitor or his employees or agents while on the event grounds. Insurance which is required of all Exhibitors to cover such contingencies will be secured by Exhibitor at own expense and submitted to the APOPS Event Management within 30 days prior to event date. The APOPS Events Management recommends that all merchandise, equipment and other materials are fully insured against fire, theft and all risks from the time of arrival until return to Exhibitor business.
- 21. INDEMNIFICATION:** It is expressly agreed that neither the APOPS Events Management, the Service Contractor(s), nor the Hotel/Convention facility shall be liable or held accountable for any losses, damages, or injuries which may be sustained or incurred by any person whomsoever, who may be on the premises reserved by or assigned to an exhibitor, or watching, observing or participating in any demonstration or exhibit of any exhibitor, including (but not limited to) any agent, employee or representative of an exhibitor. The exhibitor expressly agrees that he will hold harmless and indemnify the APOPS Events Management from any and all such claims.

- 23. FAILURE TO COMPLY:** Should Exhibitor fail to comply in any respect with the terms and conditions of this agreement, the APOPS Events Management shall have the right to reassign contracted space without further notice or make such use of space as the APOPS Events Management deems to be in the best interest of the APOPS Events Management.
- 24. DAMAGES:** Exhibitor agrees that he will be fully responsible for the payment of any damage charges assessed by the Exhibit Hall for failure to observe the rules and regulations for exhibit construction and operation.
- 25. POWER TO INTERPRET:** The APOPS Events Management shall have the full power in interpretation and enforcement of all terms and rules contained herein, and such further rules and regulations as it shall consider necessary for the proper conduct of the APOPS Events Management.
- 26. EVENT CANCELLATION:** Should acts of God, strikes, acts of terror, work stoppage, or any other cause not within the control of the APOPS Events Management make it impossible for the event to be held or the particular exhibit area to be occupied by the Exhibitor, then the APOPS Events Management, officers, and employees are jointly released from any and all claims which may arise in consequence thereof. The APOPS Events Management shall determine and refund to Exhibitor his proportionate share of applicable payments for exhibit space received in accordance with accountable expense incurred. In no event shall the APOPS Events Management be liable for loss of profits, business or any other damage to Exhibitor through cancellation for such causes.
- 27. REFUNDS/CANCELLATIONS:** All cancellations and requests for refund must be submitted to APOPS, 8225 State Road 83, Mukwonago, WI 53149, USA. If written cancellation of space is received by APOPS on or before May 30, 2016, payment will be refunded, less a \$250 cancellation fee. Cancellations received between May 30, 2016, and June 15, 2016, will be refunded 50% of the booth space fee. ***REQUESTS FOR CANCELLATION AFTER JUNE 15, 2016 WILL FORFEIT ALL PAYMENTS MADE TO APOPS PER THIS AGREEMENT.*** APOPS will have the right to use the cancelled space to suit APOPS convenience, including selling the space to another exhibitor without any rebate to the prior contracted Exhibiting Company.
- 28. ALTERATION OF AGREEMENT:** It is mutually agreed that no amendments, alterations, or variations of this agreement shall be valid unless made in writing and signed by both the APOPS Events Management and the Exhibitor.

Company Name: _____

Authorizing Signature: _____

Print Signatory Name: _____

Date of Signing: _____