

# TERMS AND CONDITIONS AOPA NATIONAL ASSEMBLY APPLICATION AND CONTRACT FOR EXHIBIT SPACE

The 2023 AOPA National Assembly is sponsored by the American Orthotic & Prosthetic Association, hereinafter referred to as AOPA. These contract terms and conditions have been established for the mutual benefit and protection of exhibitors, attendees, and AOPA with such additions or changes as may be made in the Exhibitor Service Kit, Exhibitor News, or other communications being an integral part of the contract to which the exhibitor agrees.

**1. Payments.** Applications submitted on or before Dec. 30, 2022, must be accompanied by a deposit of at least 50 percent of total space rental charge. Applications submitted after Dec. 30, 2022, must be accompanied by payment in full of the space rental charge. All booths must be paid in full by April 1, 2023.

**2. Cancellation of Contract.** In the event an Exhibitor must cancel his request for exhibit space, the rental fee paid will be refunded in full (less a 10% processing fee) if the notice of cancellation is received by AOPA in writing prior to April 1, 2023. No refunds will be made after April 1, 2023, even if space is resold and the exhibitor is responsible for the total balance of the space rental charge as outlined in the above payment schedule. In addition, the right to use the complimentary exhibitor registrations granted by this contract will be left to the discretion of AOPA. AOPA reserves the right to terminate this contract immediately, and to withhold from the exhibitor possession of the exhibit space and all space rental fees paid if, (a) the exhibitor fails to pay all space rental charges by April 1, 2023, or (b) the exhibitor fails to perform any material terms or conditions of the contract or refuses to abide by these Terms and Conditions.

**3. Failure to Hold Exposition.** In the event that the AOPA National Assembly is cancelled because of reasons beyond the control of AOPA, space rental fees or deposits already made will be returned to exhibitors on a prorated basis after all related show expenses incurred by AOPA through the date of cancellation have been met plus an administrative fee and overhead expenses. However, exhibitors will not be reimbursed if the exposition is canceled, postponed, curtailed or abandoned due to act of war, act of terrorism, an act of God, insurrection, radioactive contamination, pollution, and contamination. This non-reimbursement clause is due to exclusions in coverage in AOPA's Show Cancellation Insurance.

**4. Force Majeure.** In the event Indiana Convention Center & Lucas Oil Stadium (ICCLoS) or any part of the exhibit area thereof is unavailable whether for the entire event or a portion of the event as a result of fire, flood, pest, or any other such cause or as a result of governmental intervention, malicious damage, acts of war, acts of terrorism, strike, lockout, labor dispute, riot, or any other cause or agency over which AOPA has no control, or should AOPA decide that because of any such cause it is necessary to cancel, postpone, or re-site the Assembly, or reduce the installation time, exhibit time, or move-out time, AOPA shall not be liable to indemnify or reimburse the exhibitor in respect to any damage or loss, direct or indirect, arising as a result thereof.

**5. Exhibit Space Assignment.** Previous year's exhibitors are given a 15 day priority period to sign up for their preferred booth. After 15 days sales are open to all prospective exhibitors. Should any exhibitors request the same space at the same time, AOPA reserves the right to make the final determination using membership and previous exhibiting history. AOPA reserves the right to make final determination of all space assignments in the best interest of the exposition.

**6. Relocation of Exhibit Space.** AOPA may alter the location of exhibit spaces, at its sole discretion, in the best interest of the exposition.

**7. Subletting of Exhibit Space.** Exhibitors may not assign, sublet, or share their exhibit space with another business or firm. Only the name of the contracting exhibiting company will be listed in official show publications and promotions. However if a group of exhibitors are interested in organizing a pavilion this is permissible, with pre-approval. All exhibiting companies are required to complete and submit a contract to AOPA and are required to abide by the terms and conditions of the contract.

**8. Liability.** Although security service will be furnished by AOPA, neither AOPA nor ICCLoS 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 AOPA and ICCLoS 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 of the foregoing indemnified persons or entities, as well as to strictly comply with the applicable terms and conditions contained in the agreement between ICCLoS and AOPA regarding the exposition premises; and further, the exhibitor shall at all times protect, indemnify, save and hold harmless AOPA and ICCLoS 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 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.

**9. 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. AOPA and ICCLoS 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 performance of any work for exhibitor with the following coverage: \$100,000 for each accident for bodily injury; \$100,000 for each employee for the bodily injury by disease; with a \$500,000 policy limit for bodily injury by disease. Exhibitor shall deliver to AOPA, upon request, certificates evidencing such coverage, naming AOPA 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).

**10. 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 AOPA harmless from and against any and all claims and expenses, including attorney fees and litigation expenses, that may be incurred by or asserted against AOPA, 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.

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

**12. Union Labor.** Exhibitors shall be bound by all contracts in effect between service contractors, ICCLoS and labor organizers.

**13. Exhibits.** Minimum space is 10'x10'; both standard backgrounds are eight feet in height, except where noted on the floor plans, and divider rails are three feet in

height. In any portion of the booth beyond five feet from the rear background of the booth, all parts of the exhibit shall be placed not to exceed a height of 48 inches from the building floor. In the area five feet forward from the rear background of each booth, display materials may be placed up to a height not exceeding the official height limitations. Any deviation must be submitted in writing to AOPA for prior approval. All demonstrations and exhibits must be confined to the exhibit booths responsible for such demonstration or exhibits. All unfinished surfaces must be finished or masked to the satisfaction of AOPA to amend or modify the physical configuration of exhibit booths and all rules pertaining hereto.

**14. Booths and Equipment.** The booth price shall include back draped wall, booth divider, and one company name sign. All other furnishings, carpeting, equipment, services, etc., required by each exhibitor shall be at his/her own expense and responsibility, and may be ordered through the official Exhibit Service Contractor.

**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 AOPA. All arrangements for delivery, during non-show hours, of supplies, such as flexible materials, cartons, and products to be packaged must be made with AOPA. No deliveries may be made during show hours. Portfolios, briefcases and packages will be subject to inspection by security.

**16. 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 official show hours or educational programs.

**17. Dismantling.** Exhibitor's displays shall not be dismantled or packed in preparation for removal prior to the official closing time of 4:00 pm, Friday, Sept. 8, 2023. Every exhibit must be fully staffed and operational during the entire exposition. The dismantling of displays begins at 4:00 pm through 8:00 pm, Friday, Sept. 8, 2023. The deadline for removal of all displays is 8:00 pm Friday, September 8, 2023. At that time, all exhibitor displays or materials left in the booths without instructions will be discarded. Any exhibitor dismantling prior to the official closing time will be fined \$1,000.

**18. 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 other than the person to whom it was issued. The clear view of the official AOPA National Assembly badge shall not be obstructed. Therefore, business cards or any other materials are not to be used in badge holders.

**19. Character of Exhibits.** The general rule of the exhibit floor is to 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 AOPA, no part of ICCLoS and its grounds may be used by any organization other than AOPA 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 ICCLoS or the aisles may not be used for this purpose.

B. Attire. Representatives should be conservatively attired to maintain the professional and businesslike climate of the exposition.

C. Sound. Video presentations relating to exhibitors' equipment will be permitted, provided projection equipment and screen are located in the rear one-third of the booth, and all viewers must 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, AOPA 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 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, nor exhibits producing objectionable odors be allowed.

**20. Display Heights.** Display materials including show case displays or storage cabinets, electrical fixtures, wire, conduits, etc. must adhere to the Exhibit Construction Guidelines outlined in the Exhibitor Service Kit.

**21. 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 ICCLoS 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 may not be stored within the exhibit space. All aisles, corridors, exit areas, and exit stairways must be maintained 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.

**22. Photography and Sketching.** Cameras may be carried in the exhibit area, but under no circumstances may photographs or drawings be made without the expressed authority of the exhibitor concerned in each case.

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

**24. Amendment Rules.** AOPA reserves the right to make changes, amendments, and additions to these rules at any time and all changes, amendments, and additions to be 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 AOPA.

**25. Laws Applicable.** The exhibitor agrees to abide by both the laws of the Commonwealth of Virginia and the rules and regulations of ICCLoS, Indianapolis, IN.

**26. Children.** Exhibitor's use of children under the age of 16 as models or for other legitimate business purpose must be approved in advance by AOPA. Appropriate supervision must be provided at all times and the exhibitor must certify compliance with the Child Labor Act.

Updated September 2022. Previous versions invalid.