

AORN Global Surgical Conference and Expo 2018 Terms and Conditions

- APPLICATION AND DEFINITIONS** These Terms and Conditions apply to and are made a part of the AORN Exhibit Space Application and Contract ("Contract") entered into by AORN and the Exhibitor named therein with respect to the AORN Global Surgical Conference and Expo to be held in New Orleans, LA on March 24-28, 2018 (the "AORN Expo") at the Ernest N. Morial Convention Center (the "Conference Facility"). Show Management reserves the right to reject, modify the payment schedule, require payment of past obligations and accelerate the payment schedule of any Exhibitor or potential exhibitor that has in the past failed to meet its payment or any other obligation to Show Management in any way or has failed to comply with the Rules and Regulations.
- CANCELLATIONS, SPACE REDUCTIONS AND REFUNDS POLICY** If Exhibitor wishes to cancel this application and agreement; Exhibitor may only do so by sending notice of cancellation in writing via certified mail to AORN Show Management c/o SPARGO, Inc., 11208 Waples Mill Rd., Suite 112, Fairfax, VA 22030. In such event, Exhibitor shall be liable for 0% of the total cost of the requested exhibit space prior to June 2, 2017; 50% of the total cost of the requested exhibit space if the cancellation request is received June 2, 2017 through November 21, 2017; 100% of total cost of the requested exhibit space if the cancellation request is received after November 21, 2017. The date of cancellation shall be the date the notice is received by the AORN Show Management at the address above. Cancellation or failure to make payment by the payment dates set forth in this Contract does not release Exhibitor from its financial or contractual obligations. Exhibitor fails to pay any amount due, Exhibitor agrees to pay 1.5% interest per month on the outstanding balance and all fees, costs and expenses, including reasonable attorneys' fees, incurred in attempting to collect or in actually collecting the monies due from Exhibitor whether by lawsuit or any other means.
- COMPLIANCE WITH LAW/RULES/INTERPRETATION** Exhibitor will comply with all applicable laws, rules, regulations, codes, and licensing requirements of governmental authorities, all rules, regulations, and codes of the local Police and Fire Departments at the location of the AORN Expo, all applicable fire, utility and building codes, these Terms and Conditions, and all Rules and Regulations, policies and criteria of AORN or the Conference Facility, which are applicable to Exhibitor or its activities. AORN shall have full power in the interpretation and enforcement of all Terms, Conditions, Rules and Regulations governing Exhibitors and shall have the authority to make such further rules and regulations, orally or in writing, as AORN considers necessary for the proper conduct of the AORN Expo, and any such decisions shall be binding on Exhibitor.
- ELIGIBILITY REQUIREMENTS** All products and services to be exhibited must be: Related to use in the operating room suites and/or pre/post surgical area; Ambulatory surgery settings and Surgical Clinics; or otherwise related to the practice of periOperative nursing as determined by AORN. See Rules and Regulations for a detailed description of eligible exhibitors.
- EXHIBITOR SERVICE MANUAL** An Exhibitor Service Manual will be made available to Exhibitor which will include information regarding the AORN Expo including additional Rules and Regulations governing exhibits. The Exhibitor Service Manual and Rules and Regulations will also be [available online](#). Exhibitor acknowledges that the Rules and Regulations are subject to change and agrees to periodically check the online posting to ensure that Exhibitor complies with the current Rules and Regulations.
- NO ENDORSEMENT** The rights granted to Exhibitor herein do not constitute and may not be used to imply the endorsement of Exhibitor's products or services by AORN.
- USE OF SPACE, SUBLETTING OF SPACE** No exhibitor shall assign, sublet, or share the space allotted with another business or company unless approval has been obtained in writing from AORN. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted. No company or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.
- POSTPONEMENT OR CANCELLATION OF THE AORN EXPO** If the AORN Expo is postponed or rescheduled in whole or in part by AORN, for any or no reason, including but not limited to force majeure, the obligations of the parties to perform hereunder shall be delayed to take into account such postponement or rescheduling. In the event that the AORN Expo is cancelled in its entirety, for any reason other than force majeure, as Exhibitor's exclusive remedy, AORN will endeavor to refund all or a portion of exhibit fees paid by Exhibitor, after taking into consideration funds expended that are not recoverable by AORN. Refunds shall not be provided if postponement or cancellation is due to force majeure. Cancellation or substitution of a particular session or program at the AORN Expo will not be deemed a cancellation hereunder.
- DISCLAIMER** While AORN desires that the AORN Expo be successful for Exhibitor, AORN specifically disclaims any warranty with respect to success or results for Exhibitor.
- LIMITATION OF LIABILITY** Exhibitor agrees to make no claim for any reason whatsoever against AORN, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the AORN Expo as scheduled; nor for any action or omission of AORN. The exhibitor is solely responsible for his own exhibition material and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within the confines of the exhibit hall. AORN shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property. EXHIBITOR AGREES THAT IN NO EVENT SHALL AORN'S LIABILITY HEREUNDER EXCEED THE AMOUNT OF THE EXHIBIT FEE ACTUALLY PAID BY EXHIBITOR. IN NO EVENT SHALL AORN BE LIABLE FOR ANY LOSS OF INCOME, PROFIT, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.
- RELEASE AND INDEMNIFICATION** Exhibitor releases, waives and discharges any claim, demand or cause of action that Exhibitor, its officers, directors, employees, agents or guests ("Releasers") may have against AORN, its directors, officers, employees, agents, exposition management company, general service contractors, members or volunteers or the Conference Facility, its directors, officers, employees, agents or general service contractors ("Releasees") for any liability, loss, damage, expense, claim or cause of action of any kind arising out of Releasers' participation in or exhibition at the AORN Global Surgical Conference and Expo, or the actions or activities of Releasers or any third parties involved in the AORN Global Surgical Conference and Expo (including other exhibitors), whether caused by the negligence of Releasees or otherwise. Exhibitor agrees to indemnify, defend and hold Releasees harmless from any loss, damage, expense, claim, or cause of action of any kind (including reasonable attorneys' fees and costs), arising out of (i) Exhibitor's products, services, Promotional Materials, (ii) the display or publication of any Exhibitor information (including Exhibitor's Marks or Promotional Materials) in connection with the AORN Global Surgical Conference and Expo, in AORN publications (electronic or print), on AORN's Web Site, or elsewhere, (iii) Exhibitor's performance or failure to perform under this Contract or breach of any warranty, representation or covenant made by Exhibitor in this Contract, or (iv) Exhibitor's participation in and operation of exhibit space at, the AORN Global Surgical Conference and Expo. This indemnification obligation shall survive the termination of this Contract.
- VIOLATIONS** If Exhibitor violates any of the terms of the Contract, including but not limited to these Terms and Conditions or the Rules and Regulations, AORN may take such actions as it deems appropriate in its sole discretion, including but not limited to terminating the Contract, removing the exhibit, requiring forfeiture of all or a portion of accrued priority points or forfeiture of all rights to exhibit at future events listed by AORN, and exercising any remedies it may have hereunder or under applicable law. If Exhibitor has defaulted under the Contract, AORN will not be liable for refunds of any Exhibit Fees paid by Exhibitor, even if AORN leases any forfeited space to another Exhibitor.
- EXHIBITOR INSURANCE** The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name the AORN, SPARGO, Inc., the Ernest N. Morial Convention Center and Freeman as an additional insured. During the term hereof, the exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to Show Management (SPARGO, Inc.) or its agent or representative as soon as practical but in no event more than three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.
- RESERVATION OF PUBLICITY/MEDIA RIGHTS AND APPROVAL OF EXHIBITOR MARKETING** AORN retains all rights of publicity in connection with the AORN Expo. Exhibitor shall not originate any communication or promotional item whatsoever that references AORN or the AORN Expo without AORN's prior written consent. Exhibitor grants AORN and its licensees the right to use the name of Exhibitor and Exhibitor's Marks and Promotional Materials for purposes of publicizing the AORN Expo. Exhibitor, on its own behalf and on behalf of its employees and agents who are on the premises of the AORN Expo, consents to and authorizes the use of their name, likeness, voice and identity in connection with any media originated from the AORN Expo, in all media forms, including but not limited to photographs or videos for any future educational or commercial purposes of AORN.
- TERM AND TERMINATION** Except as otherwise provided herein, the term of this Contract shall extend through the completion of the AORN Expo. To the extent that this Contract contemplates (whether or not specified) that a party shall perform an obligation after expiration or termination of this Contract, such obligation and all provisions of this Contract relating thereto shall survive the termination of this Contract. In the event that AORN determines, in its sole discretion, for any reason and at any time, that Exhibitor should not be an Exhibitor at the AORN Expo, AORN may terminate this Contract unilaterally by giving Exhibitor notice of such termination and a refund of Exhibit Fees paid by Exhibitor, and AORN shall have no further liability hereunder. Notwithstanding the foregoing, termination of this Contract due to a default by Exhibitor will be addressed pursuant to Section 16. Fees paid by Exhibitor hereunder are not transferable to any other conference, event, product or service offered by AORN.
- DISPUTE RESOLUTION** The parties shall endeavor in good faith to resolve any disputes that may arise regarding this Contract. In the event of any litigation or arbitration proceedings between the parties hereto, the prevailing party in such proceeding shall be awarded, in addition to the amount of any judgment or other award entered therein, the costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such proceedings. This provision shall survive termination of the Contract.
- MISCELLANEOUS** This Contract, these Terms and Conditions, and the Rules and Regulations, constitute the entire agreement between Exhibitor and AORN and supersedes all prior agreements and understandings relating thereto. This Contract shall be governed by the laws of the State of Colorado, without giving effect to principles of conflict of laws. The parties submit to the jurisdiction of the State of Colorado and federal courts for or in Denver and Denver County, Colorado and agree that any legal action or proceeding shall be brought in those courts. The relationship of Exhibitor and AORN hereunder shall be solely that of independent contractors. No failure of any party to give notice of or seek a remedy for any violation of this Contract or to insist on strict performance hereunder shall reduce, impair, or affect such party's rights to later seek such remedy or insist on such performance with respect to the same or other violations or failure, regardless of such party's knowledge or lack of knowledge thereof. This Contract may be executed by facsimile or electronic signature and in counterparts.
- AMENDMENT AND ADDITION** Any matters not specifically covered by the preceding Terms and Conditions or the Rules and Regulations shall be subject solely to the decision of AORN. AORN may, at any time, amend or add further Rules and Regulations, which shall be binding on Exhibitor equally with the foregoing Terms and Conditions.