Exhibitor Rules and Regulations Consent Form

2022 ANNUAL MEETING - EXHIBITOR CONSENT FORM

The rules and regulations contained herein are intended by NANOS to serve the best interests of NANOS Scientific Sessions, the exhibitors, and the attendees, and give notice to applicants and exhibitors of governing rules and regulations. All applicants, exhibitors and EACs are bound by the rules and regulations. NANOS shall have full authority to interpret or amend these rules, and its decision is final. Exhibitors agree to abide by any rules or regulations that may hereafter be adopted, which shall be as much a part as though originally incorporated. All issues not addressed herein are subject to the decision of NANOS. These rules and regulations have been formulated in the best interest of all exhibitors. The exhibitor understands and agrees that the information contained in this prospectus and NANOS Rules and Regulations are an integral and binding part of the Exhibit Space Contract, and that signing the exhibit space application/contract indicates understanding and agreement to comply with all policies, rules, regulations, terms and conditions in the prospectus, and any other NANOS issued communication. These rules and regulations may be amended or changed at any time by NANOS, and all amendments and changes will be binding on all parties.

CONTRACT FOR SPACE

The order of a booth space upon acceptance by the North American Neuro-Ophthalmology Society (NANOS), assignment of space, and the payment of rental charges constitutes a contract for rental of the space assigned. Any exhibitor failing to occupy space is not relieved of the obligation to pay the full rental price. If not occupied by the time set for completion of display installation, such space may be re-possessed by NANOS. Said contract will not be binding upon NANOS in the event of strikes or other circumstances beyond NANOS's control.

GENERAL CONDUCT EXHIBITORS

The purpose of NANOS's exhibit program is to further the education of the registrants by providing an area for exhibitors to present information on products or services pertinent to their professional interest. The character of exhibits is subject to the approval of NANOS. The right is reserved to refuse applications of concerns not meeting standards required or expected, as well as the right to curtail exhibitors or parts of exhibits, which reflect against the character of the meeting. Presenters, exhibitors, staff, members and other attendees at NANOS events should strive to create a professional, collegial, harassment-free environment that is welcoming to all. Meeting attendees are expected to behave in a courteous, professional, and civilized manner and to respect volunteers, Executive Office staff, convention hotel staff, and one another. Conduct that is unprofessional, offensive, or harassing is unacceptable, in both personal and electronic interactions at all NANOS events. All exhibitors agree to follow the <u>NANOS anti-harassment policy</u>. Since NANOS does not have the resources to police conference-related events, formal or informal, NANOS cannot assume responsibility for the actions of any member or event attendees.

FIRE PROTECTION

All exhibits must conform to the fire laws, health regulations, electrical codes, and other ordinances of the Austin Fire Department. All materials used in the exhibit must be flameproof and fire resistant. All materials are subject to the inspection of the Austin Fire Department and their regulations shall govern. Crepe paper, corrugated paper, flameproof and otherwise, plus inflammable fluid or substances are not permitted. Any exhibits or parts thereof found not to be fireproof may be ordered dismantled. Enclosed ceilings are not permitted in the exhibit hall. Smoking is not permitted in the exhibit hall. The Hotel reserves the right to dismantle any exhibit it feels does not conform to the fire laws, health regulations, electrical codes, and other ordinances of the Austin Fire Department.

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CERTIFICATE OF INSURANCE

NANOS does not provide insurance for exhibitor's property. Exhibitor must insure their exhibit materials, goods, and/or equipment against theft, damage by fire, accident, or loss of any kind.

MEETING CANCELLATION

It is mutually agreed that in the event of cancellation of the 2022 exhibits due to fire, explosion, strike, freight embargo, flood, act of God, act of public enemy, act of war, war, act of terrorism, civil disturbance, act of any government, de jure or de facto, or other government declaration or regulation, epidemic and pandemic, or other event over which NANOS has no control, then the exhibitor contract may be immediately amended by NANOS, and exhibitor hereby waives any and all claims against NANOS for damages, reimbursement, refund, or compensation. At the sole discretion of NANOS, exhibitor refunds will be determined after deduction of any amounts necessary to cover the expense incurred by NANOS in connection with the show. NANOS shall not be financially liable in the event the show is interrupted, cancelled, moved, or rescheduled except as provided herein.

LIABILITY

The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities at the JW Marriott Austin ("Hotel") premises and will indemnify, defend, and hold harmless NANOS, the Hotel, its owner, and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

NANOS and Hotel will not be responsible or liable for any loss, damage, or claims arising out of exhibitor's activities on the Hotel's premises except for any claims, loss, or damages arising directly from the Hotel's own negligence.

RESTRICTIONS ON USE OF SPACE

No exhibitor shall sublet, assign or share any part of their allocated space. Solicitations or demonstrations by exhibitors must be confined within the boundaries of their booth.

NANOS has a strict policy that no outside events may occur during NANOS programming.

SUITCASING POLICY

Exhibitors will not actively solicit business outside of the exhibitor's paid-for display space, post signs or other advertising displays elsewhere in the facility or sponsor any event that conflicts with the conference or affiliated events. Any distribution of sales materials or business cards or the attempt to solicit business from exhibitors or show visitors by **non-exhibiting companies** is strictly prohibited; violators will be removed by security. Please report any such activity to registration staff.

MISREPRESENTATION POLICY

If the exhibiting company misrepresents themselves during the application process, NANOS has the right to evict the exhibitor from the exhibit hall and deny space in the exhibit hall. If evicted for misrepresentation onsite, the exhibitor in question will not receive a refund.

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INDEMNIFICATION

Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and hold NANOS, JW Marriott Austin, and their employees and agents harmless against all claims, losses, damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the JW Marriott Austin and their employees and agents.

Full Payment must accompany the application in order to reserve your table. We agree to abide by the exhibit rules and regulations indicated in this publication and any amendments thereto, all of which are a part of this contract. We also agree to abide by the cancellation clause as follows:

DISMANTLE/LOAD OUT

All exhibitor tables and materials must be cleared out by 6:00 pm CST on February, 16th, 2022. The Hotel will provide trash bins in the exhibit hall for disposing of unwanted items. It is the exhibitor's responsibility to coordinate shipping for any items they wish to keep and to dispose of any trash or unwanted items. If a table is not completely cleared by 6:00 pm CST on February 16th, 2022, a \$250 cleaning fee, per table, will be charged.

PAYMENT

Payment for all exhibits must be received in full by February 1st, 2022. If payment is not received by this date, NANOS reserves the right to refuse the exhibitor their tables(s). Failure to complete payment does not release the contract or financial obligation of the Exhibitor.

EXHIBITOR CANCELLATION POLICY

Cancellations received on or before January 12, 2022 will receive a 50% refund. All cancellations received after the deadline will not be eligible for a refund. Cancellations must be submitted in writing to Tara Thebeau with the NANOS Executive Office at meetings@nanosweb.org.

SIGNATURE

Approved and authorized by Exhibitor:			
Name: (Print)		Signature:	
Title: (Print)		Date:	