

# AORN Exhibit Space Application and Contract

Denver, CO  
March 14-18, 2010  
Exhibit Dates: March 15 — 17, 2010

AORN is producing a trade show in 2010 to be held in Denver, March 14 – 18, 2010 (the “AORN Congress”) at The Colorado Convention Center (the “Conference Facility”). Exhibitor desires to exhibit its products/services at the AORN Congress and agrees that, if this Exhibit Space Application and Contract (the “Contract”) is accepted by AORN, Exhibitor shall abide by the terms set forth herein.

## CONTACT INFORMATION

Company (“Exhibitor”) \_\_\_\_\_  
(exactly as it should appear in the Exhibit Guide, booth sign, and personnel badges)

Has Company ever exhibited under a different name?  
If so, please indicate \_\_\_\_\_

Contact Person \_\_\_\_\_  
Title \_\_\_\_\_ Phone \_\_\_\_\_  
Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Website Address \_\_\_\_\_

## BOOTH SELECTION

Technical Exhibitor ( \_\_\_\_\_ )  
10 x 10 linear with corner or Island \$2600/Unit  
10 x 10 linear without corner \$2500/Unit

Career Fair (hospitals universities, agencies)  
10 x 10 linear with corner or Island (includes booth package) \$2600/Unit  
10 x 10 linear without corner (includes booth package) \$2500/Unit

Scientific (nonprofit, specialty nursing organizations)  
10 x 10 (includes booth package) \$900/Unit

Location choices 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Corner Requested (Per Availability)  Yes  No

Companies you prefer NOT to be near: \_\_\_\_\_

Companies you PREFER to be near: \_\_\_\_\_

Booth selections will initially be made at the onsite booth selection appointment, held at the previous AORN Congress, based on the priority point system described in the Rules and Regulations. In the event Exhibitor cannot attend the scheduled onsite booth selection appointment, Exhibitor may authorize AORN to assign Exhibitor’s booth by proxy by initialing below. AORN will use reasonable efforts to locate Exhibitor according to its preference but does not guarantee such placement.

\_\_\_\_\_(initial) Exhibitor’s representative has read, understands, and hereby authorizes AORN to assign booth to Exhibitor.

### Authorization

By signing below, Exhibitor represents that Exhibitor has read and understands this Contract, including the Cancellation, Space Reductions, and Refunds Policy, as well as the Terms and Conditions on the reverse side hereof and the Rules and Regulations included in the AORN Exhibitor Service Kit, each of which are incorporated herein by reference, and agrees to be bound by them, as well as by any additional Rules and Regulations which may be adopted by AORN to govern the AORN Congress. Until accepted by AORN, this Contract shall constitute only a non-revocable application to exhibit by Exhibitor, which application may be accepted or declined by AORN in its sole discretion. AORN’s acceptance of Exhibitor’s application shall be evidenced by its signature on this document, at which time this Contract shall become binding. If Exhibitor’s application is declined, any money submitted to AORN will be promptly refunded, and Exhibitor’s credit card will not be charged.

I hereby grant permission for AORN to communicate with me via US Mail, telephone, fax, email, overnight or the Internet.

Exhibitor Authorized Signature \_\_\_\_\_  
Title: \_\_\_\_\_ Date \_\_\_\_\_

## BILLING INFORMATION

Company \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

## DEPOSIT & PAYMENT SCHEDULE (Amount due at contract signing)

| <u>Payment Due</u> | <u>Deposit Amount Due</u> | <u>Total % Due</u> |
|--------------------|---------------------------|--------------------|
| At signing         | 25% of total exhibit fee  | 25%                |
| By 7/1/09          | 25% of total exhibit fee  | 50%                |
| By 10/1/09         | 25% of total exhibit fee  | 75%                |
| By 12/1/09         | 25% of total exhibit fee  | 100%               |
| Scientific Booths  | 100% of total exhibit fee | At signing         |

Exhibitors whose contracts are not paid in full by January 2, 2010 will be flagged, and not be allowed to set up their booth at the AORN Congress until payment in full has been received.

Check enclosed  Credit Card  
 AmEx  MasterCard  VISA  Discover

Cardholder: \_\_\_\_\_  
Card number: \_\_\_\_\_  
Exp. date: \_\_\_\_\_  
Amount to be charged: \$ \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

## Cancellations, Space Reductions and Refunds Policy

Exhibitor may cancel this Contract or, if Exhibitor has reserved multiple booths or a booth size greater than 10’ x 10’, Exhibitor may reduce the size or number of its booths, in each case by written notice to AORN sent by fax to (303) 755-4511 or by e-mail to [exhibits@aorn.org](mailto:exhibits@aorn.org). If such notice is received on or before July 31, 2009, AORN shall retain or be owed a cancellation fee of 25% of the total exhibit fee associated with the cancelled/reduced booth space. If such notice is received between August 1, 2009 and December 31, 2009, AORN shall retain or be owed a cancellation fee of 50% of the total exhibit fee associated with the cancelled/reduced booth space. If such notice is received after December 31, 2009, AORN shall retain or be owed a cancellation fee of 100% of the total exhibit fee associated with the cancelled/reduced space. After deduction of such cancellation fee, any remaining amounts paid by Exhibitor shall be refunded. **[AORN may charge Exhibitor’s credit card for any such cancellation fee owed.]** Under all circumstances, AORN retains the right to resell any booth space cancelled by Exhibitor, without an additional refund being due to Exhibitor. In addition, AORN may relocate any Exhibitor reducing its booth space.

\_\_\_\_\_(initial) Exhibitor’s representative has read, understands, and agrees to the Cancellations, Space Reductions and Refunds Policy.

AORN, Sales & Exhibits Department  
2170 South Parker Road, Suite 300, Denver, CO 80231-5711  
Phone: (800) 755-2676 ext. 280 | Fax: (303) 755-4511  
Email: [sales@aorn.org](mailto:sales@aorn.org) | [www.aorn.org](http://www.aorn.org)

## FOR AORN USE

Accepted for AORN by: \_\_\_\_\_  
IMIS# \_\_\_\_\_  
Booth # \_\_\_\_\_  
Booth Size \_\_\_\_\_  
Years Exhibited \_\_\_\_\_  
Total Cost \_\_\_\_\_ Order # \_\_\_\_\_  
Amount Rc’d \_\_\_\_\_ Batch \_\_\_\_\_  
Balance Due \_\_\_\_\_ Contract/Rc’d \_\_\_\_\_  
Check \_\_\_\_\_ Cancelled \_\_\_\_\_



**TERMS AND CONDITIONS OF EXHIBITING  
AT AORN CONGRESS**

**1. 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 Congress to be held in Denver, CO on March 14 – 18, 2010 ("AORN Congress") at the Colorado Convention Center (the "Conference Facility").

**2. 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 Congress, 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 Congress, and any such decisions shall be binding on Exhibitor.

**3. 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. Personal use products will not be approved for display at the AORN Congress. See Rules and Regulations for a detailed description of eligible exhibitors.

**4. Exhibitor Service Kit.** An Exhibitor Service Kit will be made available to Exhibitor which will include information regarding the AORN Congress, including additional Rules and Regulations governing exhibits. The Exhibitor Service Kit and Rules and Regulations will also be available online at [www.aorn.org/exhibits](http://www.aorn.org/exhibits). 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.

**5. 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.

**6. No Assignment.** The rights granted hereby are personal to Exhibitor, and may not be assigned, subleased, or otherwise transferred by Exhibitor. Exhibitor may not permit in its exhibit space any products or representatives of non-exhibiting companies.

**7. Postponement or Cancellation of AORN Congress.** If the AORN Congress is postponed or rescheduled in whole or in part, for any 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 Congress is cancelled in its entirety, for any reason, including but not limited to 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. Cancellation or substitution of a particular session or program at the AORN Congress will not be deemed a cancellation hereunder.

**8. Disclaimer.** While AORN desires that the AORN Congress be successful for Exhibitor, AORN specifically disclaims any warranty with respect to success or results for Exhibitor.

**9. Limitation of Liability.** 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.

**10. Release and Indemnification.** Exhibitor releases, waives and discharges any claim, demand or cause of action that Exhibitor, its officers, directors, employees, agents or guests ("Releasors") may have against AORN, its directors, officers, employees, agents, 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 Releasors' participation in or exhibition at the AORN Congress, or the actions or activities of Releasors or any third parties involved in the AORN Congress (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 Congress, 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 Congress. This indemnification obligation shall survive the termination of this Contract.

**13. 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.

**14. Risk of Loss/Insurance.** Exhibitor acknowledges and agrees that neither AORN nor the Conference Facility carries insurance for or will be responsible for loss of or damage to Exhibitor's property. Exhibitor shall obtain such insurance on its property and for its liability as it elects. In addition, Exhibitor shall obtain and maintain at its own expense a standard Commercial General Liability Policy with a combined policy limit of at least \$2 million, which policy shall (i) provide coverage for injury or death to persons and damage to property in connection with the AORN Congress, and (ii) list AORN and the Conference Facility as additional insureds. Such coverage shall be on an "occurrence" as opposed to "claims made" basis and shall cover the entire time period during which Exhibitor is present on or has any property at the Conference Facility. Exhibitor shall provide AORN with such evidence of coverage as may be requested.

**15. Reservation of Publicity/Media Rights and Approval of Exhibitor Marketing.** AORN retains all rights of publicity in connection with the AORN Congress. Exhibitor shall not originate any communication or promotional item whatsoever that references AORN or the AORN Congress 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 Congress. Exhibitor, on its own behalf and on behalf of its employees and agents who are on the premises of the AORN Congress, consents to and authorizes the use of their name, likeness, voice and identity in connection with any media originated from the AORN Congress, in all media forms, including but not limited to photographs or videos.

**16. Term and Termination.** Except as otherwise provided herein, the term of this Contract shall extend through the completion of the AORN Congress. 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 Congress, 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 13. Fees paid by Exhibitor hereunder are not transferable to any other conference, event, product or service offered by AORN.

**17. 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.

**18. Miscellaneous.** The 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 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 signature and in counterparts.