



American Academy of Fixed Prosthodontics

EXHIBITOR'S AGREEMENT OF TERMS AND CONDITIONS

Downtown Chicago Marriott
Chicago, IL

AAFP Annual Session
February 23 - 25, 2023

1. **SUBLETING OF SPACE:** The exhibitor agrees that the display will be confined to the area of space reserved; and that subletting or showing products other than those manufactured or represented by the exhibitor is strictly prohibited.
2. **ARRANGEMENT OF EXHIBITS:** The exhibitor agrees to arrange his exhibits so as not to obstruct or interfere in any way with the general view or the view of the exhibits of the other exhibitors, or the free passage of spectators. The decision of the Exhibit Committee as to what constitutes such obstruction or interference shall be final.
3. **INSTALLATION AND REMOVAL OF EXHIBITS:** Exhibitors are expected to complete pre-show installation and arrange for the removal of boxes and crates **by Thursday, February 23, 2023, at 7:00 PM.** Further setup work by the exhibitor shall be performed in a manner so as to prevent interference with other exhibitors or spectators. The Exhibit Committee reserves the right to remove, at the exhibitor's expense and risk, all materials pertaining to the space allotted to such exhibitor and to take other actions such as cancel this agreement. In such event, the AAFP shall retain the amount paid by such exhibitor as space rental and for liquidated damages covering expenses paid by the AAFP and the loss of rental from other exhibitors. All post-show exhibits not removed by **Saturday February 25, 2023, by 4:00 PM** may be removed by the AAFP or the hotel at the expense and risk of the exhibitor.
4. **CARE OF SPACE:** The exhibitor, his agents, servants and employees, shall not deface, injure, or mar the ballroom of the hotel or any of the furniture or fixtures contained therein and/or any property of whatever nature placed therein by the AAFP and the exhibitor shall be liable to the AAFP and/or the hotel for any damage resulting to such ballroom and/or its agents, servants, or employees, and the exhibitor shall defend and save harmless the AAFP from all claims and suits against said AAFP arising from the aforesaid commissions or omissions of the exhibitor, his agents, servants, or employees. All materials used by exhibitors must conform to the requirements of the Fire Department. X-ray equipment is to be dead.

“The exhibitor assumes the entire responsibility and liability for losses damages, and claims arising out of exhibitor's activities on the Hotel premises and will indemnify, defend and hold harmless the Hotel, its agents, servants and employees from any and all such losses, damages and claims.”

5. **INSURANCE:** The AAFP assumes no responsibility for the safety of the personnel and property of their officers, agents, servants or employees and any exhibitor wishing to insure his personnel or goods against injury, theft damage by fire, accident or other cause, must do so at his expense. Watchmen will be provided to guard exhibits at night commencing Thursday February 23, 2023, and continuing through each night until Saturday, February 25, 2023. For 1½ hours before, members of the AAFP are admitted each morning, and for 1½ hours after the exhibit hall is closed to the public, exhibitor representatives with proper credentials will be permitted into the exhibit hall. At all other times, the watchmen will permit no individuals to enter or

leave the exhibit hall except by authority of the on-duty security personnel. The AAFP shall have no responsibility of any commission or omission of any person or company providing watchmen's services.

6. CONDUCT AND RESTRICTIONS: The Exhibit Committee reserves the right to restrict all exhibits which, because of noise, odor or other objectionable features, interfere with the orderly procedure of the exhibition; also, to prohibit any display or procedure which in its judgment runs counter to the general character of the exhibition. Therapeutic products or products of a therapeutic nature which do not meet the standards of the dental profession will not be accepted for display.

Display of prices is permitted on counter tops only.

Distribution of samples is welcomed.

ACROSS THE COUNTER SALES ARE PERMITTED.

The solicitation of customers out in the aisles will serve as grounds for expulsion from the exhibition. Exhibitors will conduct their business from the confines of the booths they have rented.

Exhibitors will be allowed to have two representatives behind each booth space at any one time. Shifts of representatives from time to time are permitted. Two representative passes are allowed per booth space. If the exhibitor wishes to staff more than two personnel per booth space, an additional fee may be applied to cover associated food costs. This may be arranged with the Exhibits Chair.

The decisions of the Exhibit Committee as to what acts constitute a breach of the above conditions shall be final, and any exhibitor shall be subject to eviction, without refund, if he is judged to be in violation of the aforementioned conditions.

7. LIABILITY: The AAFP shall not be liable for any damages in the event that performance of the contract is rendered impossible for any of the following causes: destruction of the hotel or any substantial portion thereof by fire, earthquake, the elements or a public enemy; strikes or public disorder, impossibility of performance created by law or any public authority; and/or for any cause beyond its reasonable control; or the control of the hotel. The AAFP will, however, in the event of its not being able to hold the exhibition for any of the reasons set forth above, reimburse exhibitors pro rata on the amount of rental paid by each exhibitor as follows: total rental paid by all exhibitors, less expenses incurred by the AAFP in construction and installing the exhibits, shall be refunded to exhibitors in the ratio of their rental payments pro-rated by the number of days the exhibit fails to proceed as scheduled.
8. CANCELLATION OF EXHIBIT SPACE: Request for cancellation of exhibit space shall be presented to the Exhibit Committee of the AAFP in writing no later than DECEMBER 31st, 2022. Each exhibitor shall be liable for the full space rental, unless all space is sold, at which time such liability will be reduced to 20% of full space rental, to be retained by the AAFP as liquidate damages, and the remaining 80% will be returned following the meeting.
9. PAYMENT: In the event of any remaining balance of the full remittance in payment for the booth(s) engaged, the Exhibit Committee reserves the right to cancel this contract without liability. In such event, the AAFP shall retain the amount paid by such exhibitor as a forfeited deposit.
10. FACTORS IN DETERMINING SPACE ASSIGNMENTS: Factors for determining space assignment shall include: (a) the date of receipt of request for space and deposit of full payment; (b) requests for multiple booths will be given priority; and (c) the program chairman shall have the final authority over the location of all technical exhibits. There is no guarantee that every applicant will be able to receive exhibit space or any particular space.

11. INTERPRETATION OF RULES AND REGULATIONS: These terms and conditions are considered a part of the Agreement. The Exhibit Committee reserves the right to interpret them as well as make decisions on all points the rules and regulations do not cover. Decisions of the Exhibit Committee are final.
12. BINDING EFFECT: All restrictions and obligations in the Agreement shall apply to exhibitors and their agents, servants and employees and any property used by such exhibitors in the installation and operation of exhibits.

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