



EXHIBIT SPACE APPLICATION & CONTRACT

April 14 – 17, 2010 ~ San Diego, CA

American Academy of Audiology, Inc.
Payments only: 11654 Plaza America Drive – Suite 507, Reston, VA 20190
P703.790.8466 or F703.790.8631

We are offering companies the opportunity to share their exhibit space with their partners/divisions.

See Booth Share Contract for information.

EXHIBITOR INFORMATION

Print clearly

Date _____ Company _____

Contact _____

Full Address (NO PO BOXES) _____

City _____ ST _____ Zip/Postal _____ Country _____

Phone _____ ext: _____ Fax _____

E-mail _____

By providing this information, you consent to permit the Academy to share this information only with our Official Contractors.

BOOTH RENTAL & PAYMENT INFORMATION

Exhibiting space is \$18.00 per square foot during Priority Point Space Selection on or before June 2, 2009 only. After June 2, 2009 the exhibit space rate is \$19.00 per square foot. Applications must be signed and submitted with payment in order to be processed. See payments section and back of application for cancellation fee and refund policies. **Payment of 50% of total space due must accompany this form.** All exhibits MUST adhere to the Booth Display Guidelines found in the Exhibitor Manual, which is incorporated by reference herein and made a part hereof.

FIRST TIME EXHIBITOR 1st Space CHOICE _____ 2nd Space CHOICE _____ 3rd Space CHOICE _____

BOOTH INFORMATION

- Manufacturer Standard/in-line Island **BOOTH SHARE**
- OEM Supplier/Distributor EDU/University/Academic Institution
- _____ Publisher/Software Non-profit organization/Association

Credit Cards and Purchase Orders are **NOT** accepted.

Total Booth Size _____ X _____ = _____ Net Square Feet

Total Net Square Feet _____ x \$19.00* = Total Amount Due \$ _____ (US Dollars)

*\$18.00 rate applicable ONLY during Priority Point Selection on or before June 2, 2009. Standard rate is \$19.00. NP/EDU category \$16.00

PAYMENTS: Exhibitors selecting exhibit space will have (3) scheduled payments: **FIRST PAYMENT** of 50% total space cost is due on or before June 2, 2009. **SECOND PAYMENT** of 75% (less your deposit) of total space cost is due August 3, 2009 and **FINAL PAYMENT** of 100% of total space monies due by/on October 1, 2009. **FOR THOSE WITH OUTSTANDING PAYMENTS AFTER OCTOBER 1, 2009, A \$500 LATE FEE WILL BE ADDED.** By signing the Exhibit Space Application and Contract, you certify that you have the authority to sign the contract and bind the company listed to the Official Rules and Regulations. Cancellation of exhibit space must be made in writing and confirmed by the Academy (this includes name replacements for exhibit space). Booth space released after December 31, 2009 will return to general inventory to provide for wait list demands. Properly requested refunds will be provided according to the following schedule: on or before June 2, 2009 – Full refund less a \$500 cancellation fee; June 2, 2008-August 3, 2009 a 50% refund of total space cost paid. After August 3, 2009 **NO REFUNDS OF ANY MONIES PAID.** Due to the high cost of credit card fees, only the following payment types will be accepted with contract.

Payment type: Check enclosed # _____ ACH transfer ^ Wire transfer ^

^Exhibitor is responsible for ALL bank wire and transfer fees. Full exhibit space amount must be paid.

OFFICIAL RULES & REGULATIONS

The Company hereby applies for space at AudiologyNOW! to be held April 14-17, 2010 in San Diego, CA and subject to the terms, conditions, and Rules and Regulations as stated in this Application (**front and back**) and included in the Exhibitor Manual, which Company accepts as part of this agreement. Company understands that booth assignments will be made solely by the Academy in an impartial effort to best serve the interest of all participants.

The Academy shall regard this document, upon receipt with payment, as a formal application on the part of the Company to participate in AudiologyNOW! in the capacity of Exhibitor. The Company, by return of this document, agrees to be bound by all conditions, policies and procedures as defined herein. Further, the Company agrees to accept any allocation of booth space as deemed appropriate by the Academy in accordance with the booth selection process. The Academy reserves the right to arrange or change the floor plan and/or relocate any exhibit if deemed advisable in the best interest of AudiologyNOW! The official Company representative will be the Academy's primary contact in connection herewith and is authorized to bind the Company.

Contractual Agreement – Once countersigned by the Academy, this document will be a valid contract between the Academy and the exhibiting company. No agreement will be considered final and valid until that point. All applications from companies wishing to exhibit will be considered by the Academy to be an agreement by such company to abide by the decision of the Academy relating to booth location and activity, and further, as an acceptance on the part of the exhibiting company of all policies and regulations as set forth (a) in this document, (b) the Rules and Regulations found in Exhibitor Manual and (c) convention center rules and regulations, each of which is incorporated by reference herein and made a part hereof.

NAME AND TITLE _____ SIGNATURE _____ REQUIRED

ACADEMY USE ONLY

Date Contract Received: _____ Total Space Cost: \$ _____ .00 US Dollars

Booth Assigned _____ Deposit Received: \$ _____ .00 US Dollars

Academy Representative _____ Date _____ AMOUNT TO BE BILLED
\$ _____ .00 US Dollars



**FOR EASIER READING, THE OFFICAL RULES AND REGULATIONS ARE AVAILABLE
IN A PDF AT WWW.AUDIOLOGYNOW.ORG/EXHIBIT/PRIORITIES**

- 1. ADA COMPLIANCE** Each exhibiting company, in construction of its exhibit booth and conduct of all activities therein, are responsible for compliance with the Americans with Disabilities Act.
- 2. ALCOHOL/CATERING** Exhibitors are welcome to host catered functions within their exhibit space (bagels, cookies, sodas, etc). However, ALL beverages must be non-alcoholic. Companies must place food and beverage orders through the exclusive center caterer. No outside food (greater than 2oz.) may be distributed from the exhibit. Popcorn is not permitted.
- 3. AUDIO-VISUAL/PHOTOGRAPHY/CAMERAS** Only the Official Academy Photographer and properly credentialed press are allowed to take pictures of exhibits, exhibitor spaces, the expo floor or any contracted space. Under no circumstances are pictures to be taken without the express written permission of the exhibitor or show management. Those found taking pictures will be asked to provide proof of Academy approved press credentials. Otherwise film or digital cameras will be confiscated. All audio-visual equipment used by exhibiting companies must be self-contained, fireproof and is restricted to the company's assigned booth space. Exhibitor will indemnify the Academy for any copyright or trademark infringement alleged by any 3rd party. Audio-visual displays will not be permitted if they are determined by the Academy to be unreasonably loud or objectionable. Audiovisual displays may not exceed the exhibit booth height limitations. Audiovisual displays must be devoted solely to the business of the exhibitor. The Academy is not responsible for obtaining any audio-visual equipment for exhibitors. An order form for A/V materials will be in the Exhibitor Service Manual.
- 4. BOOTH DISPLAY GUIDELINES** Refer to the Booth Guideline forms provided in the manual and Academy website, which is incorporated by reference herein. These guidelines address height, depth, structural integrity, storage and other important details on each type of booth configuration. Company will be asked to modify booth on-site at Company's expense if it does not conform to guidelines. Show Management complies and defers to any policy the Fire Marshall mandates. If Company is unsure as to the validity of its exhibit design, fax or mail Academy a copy of Company's diagram for review.
- 5. BOOTH RELOCATION** The Academy reserves the right to relocate space in areas other than that selected by the exhibitor. Relocations will be made if deemed necessary to reduce unsold space and upon notification to the exhibitor by Show Management. We cannot guarantee a company will not be located near a competitor.
- 6. CANCELLATIONS OF EXHIBIT SPACE** Cancellation of exhibit space must be made in writing and confirmed by Show Management, including name replacements for exhibit space. Exhibiting company recognizes that the Academy will sustain losses in the event exhibiting company cancels or reduces exhibit space. These losses are not inclusive of the inability to replace those canceling, advertising, redesigning of floor space, and others. Exhibiting Company agrees to pay the Academy as liquidated damages, and not as a penalty, cancellation payment according to the following schedule: cancellation or reduction on/ before June 2, 2009 –\$500; June 2, 2009–August 3, 2009—50% of total space cost; after August 3, 2009—100% of total space cost.
- 7. CERTIFICATE OF INSURANCE** The Academy requires all exhibiting companies to maintain Company Liability Insurance consistent with Exhibitor Manual and any other insurance required by convention center. If Company is asked to provide proof of company insurance; it must present such proof to the satisfaction of Academy prior to entering and setting up in the exhibit hall.
- 8. CHILDREN AND PET POLICY** NO ONE under the age of 18 is permitted access to the exhibit hall at any time. Pets are prohibited at all times. Assistance animals will be allowed.
- 9. CONDITIONS OF ELIGIBILITY** The Academy reserves the right to determine the eligibility of any company wishing to exhibit and sponsor. All products and services to be exhibited must be related to the practice and profession of Audiology. The Academy may deny or revoke eligibility for cause based on a violation of any policy set forth in this agreement or for any action determined by the Academy to detract from the character of AudiologyNOW! Companies wishing to exhibit and sponsor must be in good financial standing with the Academy and its Official Contractors and be 100% paid in full at the time of AudiologyNOW!. Companies not in good financial standing with the Academy or its Official Contractors as listed in the exhibitor manual will have their freight-detained onsite until full payment is received. Exhibitors agree to refrain from hosting any events, entertainment, or functions, which may occur during Academy scheduled events (including, without limitation, during AudiologyNOW!). The Sponsorship program is only open to current exhibitors.
- 10. CONTRACTUAL AGREEMENT** This agreement will become a legally binding contract, enforceable against the Academy, once it has been countersigned by the American Academy of Audiology. No agreement will be considered valid and binding against the Academy until that point. All submissions from companies wishing to exhibit will be considered by the Academy to be an agreement to abide by the decision of the Academy relating to booth location and activity, and further, as an acceptance on the part of the interested party of all policies and regulations as set forth in this agreement and the Rules and Regulations found in the Exhibitor Manual, which is incorporated by reference herein and made a part hereof. Those companies whose exhibit space selection is downsized dramatically from their priority selection by over 25% may be assessed a downsize fee.
- 11. LIMITATION OF LIABILITY** Contractual Considerations, General & Indemnification – To the maximum extent permitted by applicable law, in no event shall the Academy or its directors, officers, employees, volunteers or members be liable for any special, incidental, direct, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of revenues, or any other pecuniary loss) arising out of or related to the use of or inability to use the exhibit space, this agreement, or any act or omission of the Academy or its directors, officers, employees, volunteers, or members, even if such person has been advised of the possibility of such damages. In any case, the Academy's entire liability under any provision of this agreement shall be limited to the amount actually paid by EXHIBITOR TO ACADEMY UNDER THIS AGREEMENT. Exhibitor agrees that the Academy shall not be liable for any act or omission including, but not limited to, any loss or damages suffered by an exhibitor as a result of any act or omission of any vendor, service provider or other exhibitor. The exhibiting company is fully liable and responsible for (and agrees to protect, indemnify, hold harmless and defend the Academy and its directors, officers, employees, agents, members and affiliates against) any and all claims, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' fees) relating to, arising from or connected with any acts or omissions (including, without limitation, any acts and omissions arising from exhibiting company's participation in the conference) of exhibiting company, its officers, employees, agents, contractors and affiliates. Exhibitor agrees to be responsible for its own property through insurance or self-insurance, and is further responsible for all damages to property caused by Exhibitor or its personnel. No exhibitor shall allow any article to be brought onto the convention center premises, nor engage in any activity, that will increase the premiums on or void the policies of insurance held on the building, or by the Academy, or injure or deface any part of the building, or permit anything to be done by its representative or employees by which the premises shall in any manner be damaged, marred or defaced. The Academy will not be bound to any verbal agreements, representations or statements between exhibiting companies or its representatives and the Academy staff, unless confirmed in writing and signed by the Academy Exposition Department. The following rules, regulations and policies have been established by the Academy in keeping with the character and purpose of AudiologyNOW! The Academy will not be liable for the failure to perform under this Agreement if such failure, or partial failure, is caused by events or circumstances beyond the Academy's reasonable control, including, but not limited to, strikes, acts of God, war, disease, severe weather, terrorism, threat of war or terrorism, curtailment of travel facilities, government orders or warnings from civil or military authorities, epidemics, or civil disorder; or if AudiologyNOW! is delayed, interrupted, cancelled (in whole or part), at any time and for any reason, or caused by reductions in attendance.
- 12. DISPLAY RULES AND REGULATIONS** All exhibiting companies must comply with the Booth Display Guidelines as provided in the Exhibitor Manual. Presentation, or advertisement, at any Academy expo, convention, or meeting does not constitute a guarantee or endorsement of the quality, safety, or effectiveness of any products or services described therein or of any of the representations or claims made by the author(s) or manufacturer(s) with respect to such products or services.
- 13. DISTRIBUTION OF MATERIALS** The distribution of materials, including, but not limited to bags, pamphlets, buttons, etc., is only allowed within the exhibiting company's assigned booth space. Canvassing for the purpose of distributing promotional items is not allowed within any of the facilities housing the Academy's events or the entrances to those facilities. Exhibitor shall provide the Academy with a detailed listing/sample of any items or materials (excluding product literature) to be given out at its exhibit booth 120 days in advance of the opening of the exhibit hall. The Academy may refuse to allow or request modification to the item/materials.
- 14. ELECTRICAL** During show open days, power will be turned on one hour prior to the show opening and remain on one-half hour after the show closes. Any power needed outside the scheduled power provided by show management must be ordered and paid for by the exhibitor.
- 15. EXHIBITOR APPOINTED CONTRACTORS** An Exhibitor Appointed Contractor provides a service such as booth installation and dismantle (I&D), models, entertainers, or a service provider OTHER THAN those listed in the exhibitor manual, and need access to your booth during setup/teardown and/or show hours. Due to security issues, exhibitors who choose to use these contractors must complete the EAC Notification form. DO NOT list an EAC or I&D person as exhibitor personnel. EAC's must have on file with Show Management THEIR Certificate of Insurance in order to gain access to the exhibit hall to service your exhibit. EAC's must also comply with all rules and regulations. EAC's may pickup their I&D pass at the EAC/I&D counter located at the Exhibitor Services Counter with Champion. I&D personnel are NOT permitted access to your exhibit during show hours. Should you have an emergency, they are permitted only after the exhibit hall has closed for the day and with Show Management approval.
- 16. EXHIBITOR HOSPITALITY, MEETING, PARTIES AND SPECIAL EVENTS** only registered meeting attendees and current exhibitors registered through the Academy may reserve suites and meeting or function space in official convention hotels and the center. Use of suites are for lodging or hospitality events only and may not be used for exhibit space or product demonstration. Violations will result in the assessment fee equal to the cost of a booth, and company will be restricted from attending or exhibiting in the future. Exhibitor will also be liable for any fees or penalties imposed by hotel or convention center relating to violations of any kind. Suites, parties, and special events are not permitted to operate during hours when the exhibit hall is open or when official conference programming and Academy events are taking place. See also Enforcement of Rules.
- 17. EXHIBITOR PERSONNEL REGISTRATION** All exhibitor personnel who are full-time employees of an exhibiting company will be required to wear an exhibitor badge at all times within the hall, including setup and teardown. Changes, edits, additions, or replacement badges can be obtained at the Exhibitor Registration Counter. EAC's and I&D personnel are not permitted Exhibitor badges. EAC's and I&D personnel may pickup their daily sticker at the EAC/I&D counter located at the Champion Service Desk.
- 18. FDA** Exhibitors are responsible for adhering to all established Food and Drug Administration guidelines for exhibiting products that are FDA approved and those that may be pending FDA approval. The Academy assumes no responsibility to obtain FDA approval. In accordance with this policy, if non-FDA approved products or services, which required FDA approval, are exhibited, the Academy may deny installation privileges, or require removal, of the exhibit or discontinuance of any promotion, wholly or in part. Should the Academy deny installation or require removal of any product or service, the Academy will not incur liability and the exhibitor will not be entitled to any refund.
- 19. GIVEAWAY (INCLUDES ANY GIFT, RAFFLE, LOTTERY, DRAWING) INDIVIDUAL GIVE-AWAY CANNOT EXCEED \$25 PER ITEM/PER ATTENDEE.** If allowed under applicable state law, any kind of exhibitor-sponsored giveaway including raffles, lotteries, drawings, etc. must be non-exclusionary without purchase or consideration needed by the attendee and open to all registered attendees of AudiologyNOW! Promotions must take place either within the exhibiting company's booth or in the company's hospitality suite. The exhibitor will be responsible for ensuring and complying with all applicable laws. The public address system inside the exhibit hall will not be available for conducting giveaway events, nor for announcing the results of those events. ANY give-aways provided to attendees must be related to the profession or in keeping with the theme. Those planning on distributing a give-away will be REQUIRED to notify Show Management by filling out the Exhibit Space Giveaway form located in the exhibitor manual. Give-aways cannot be tied to any financial incentive or tied to educational offerings (i.e., Exhibitor Courses or CEU offerings from your exhibit space). Any company in violation will be subject to the penalty as listed in the Enforcement of Rules and be applied to Priority Point space selection.
- 20. GOVERNING LAW** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to principles of conflicts of law thereunder. In addition, all disputes arising under this Agreement shall be resolved in any state or federal court in the Commonwealth of Virginia, and Exhibitor agrees, solely for purposes of this Agreement, to submit to the personal jurisdiction of that court.
- 21. FIRE & SAFETY REGULATIONS** All applicable federal, state and city fire laws must be observed and will be strictly enforced. Combustible materials or explosives are not permitted in or around the exhibit area. Exhibit structures shall not block either view or access to fire alarm boxes, fire hose cabinets, fire extinguishers or other safety equipment. Smoking is not permitted in any part of the convention facility. Dollies, carts and other such devices will not be permitted on the exhibit floor during exhibit hours.
- 22. HANGING SIGNS** Hanging signs and graphics over a company's booth space is permitted for Island Booths only. Signs must be professionally designed and not take away from the character of AudiologyNOW! Signs must be hung at a distance of 20' feet from the floor to the top of the hanging sign. The width of the sign must be within one foot of the boundaries at any point of the booth. Hanging signs or exhibit structures cannot extend into any aisles or cross over any aisles into adjoining exhibit spaces.
- 23. LIABILITY/RESPONSIBILITY** Exhibiting company is liable for all claims for damage to the premises caused by the exhibitor's display. Exhibitor personnel are responsible for the secure packing of materials and must remain in the exhibit hall until secured. The Academy and its official contractor will not assume responsibility for any materials left unattended in the hall during dismantling. *Linear Booths* - Standard linear booth is a minimum of 100 square feet. Each Linear Booth will have a back wall drape 8 feet high with side rail drape 3 feet high and an identification sign of 7"x44" (inches). Linear booths must maintain an area in the front 5 feet of the booth in which the display materials do not exceed 4 feet in height. No Linear Booth may exceed the maximum height of 8 feet and not part of any booth, or booth related material, will be permitted to obstruct the aisles in any way. *Island Booths* - Island booths may extend to, but may not exceed, a vertical height of 20' feet. Full use of the island space is permitted; however, the design of the booth must allow for reasonable see-through visibility and full accessibility from all sides (floor to ceiling obstruction is not permitted). Island Booths must be open from all sides. Drapery will not be provided. The design of all multi-level booths and structures must be forwarded to the Academy for approval. The Academy will submit all plans for appropriate facility approval. Any exhibit structure that does not comply with the Booth Display Guidelines will be made to adjust that particular problem at the expense of the exhibitor. If unable to comply, the Academy reserves the right to relocate that exhibit to another space at the exhibitor's expense.
- 24. PRIORITY POINTS** In order to calculate Priority Points accurately and select the next year's exhibit space, participants must be signed-up by February 2, 2010. Any booth name changes must be submitted by December 31, 2008. Any name changes, mergers, or acquisitions taking place after December 31, 2009 will not be recalculated until the 2011 Priority Point selection.
- 25. SECURITY** The Academy will provide for common area security service, not individual booths. Attendees and exhibitors are responsible for the protection of their personnel, booth, displays and all other materials AT ALL TIMES. Show Management cannot guarantee full security. The Convention Center, nor Show Management, nor the Academy nor Official Contractors, nor Convention Center Services will be held responsible for bodily injury, theft or damage to Exhibitor's personal property, products or exhibit. All companies are expected to adhere to security measures and procedures. Arrangements for additional security for booths can be made through the official Academy security company. Form will be available in the Exhibitor Manual.
- 26. SELLING POLICY** The Academy recommends that Exhibitors only take orders during show hours; the actual sale of any merchandise is strongly discouraged. However, if an Exhibitor chooses to make sales, it is the sole responsibility of the Exhibitor to obtain all required permits relating to the sale, report the appropriate information to the state's tax officials, complete the appropriate tax return and provide a check in the amount of all sale tax due to the state. In addition, you must have a current seller's license or permit to engage in sales from the exhibit floor as sales without such license or permit ARE PROHIBITED by the Academy. Exhibitor's wishing to conduct cash and/or credit card sales must provide Show Management with a copy of the seller's permit (30) thirty days PRIOR to exhibitor setup. Exhibitors found selling on the show floor without a seller's permit will be required to immediately cease and desist from making sales and will be held liable for all attorney's fees, and tax liability relating to the sale(s) and also for any and all expenses incurred by the Academy that relate to that sale(s).
- 27. SEVERABILITY** If any part of any provision of this Agreement shall be invalid or unenforceable in any respect, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provision or the remaining provisions of this Agreement.
- 28. SIGNS** Placement and display of all signs and banners by exhibiting companies must be confined to that company's assigned booth space. The placement of signs and banners will not be permitted within the convention facilities or the entrances to those facilities unless approved as an Academy sponsorship. Sign easels can be ordered through the Exhibitor Service Manual.
- 29. SOUND LEVELS** In order to provide a level playing field and to minimize the noise pollution, the Academy has established a maximum sound level of 85dB. Be kind to your neighbor as all airspace is shared. A sound check will be performed each day of the event. Sound from audio-visual displays must not exceed 85dB.
- 30. SUBLETTING SPACE** No exhibiting company shall assign, sublet, or share any portion of their booth or distribute literature for those who have not contracted exhibit space unless you have signed and paid in full for shared Booth Space.
- 31. USE OF EXHIBIT FLOOR PLAN AND LISTS** Exhibit floor plans and member/exhibitor lists are the property of the Academy. Use or publication without the Academy's written consent is prohibited.
- 32. VIOLATIONS** As a condition for exhibiting, each exhibiting company shall agree that their employees and their agents will observe all Academy policies and regulations contained in this document. Exhibiting companies will be held responsible for the actions of the individuals affiliated with their company. In the event Exhibitor breaches this agreement (including, without limitation, by engaging in conduct prohibited hereby), the parties agree that the Academy may avail itself of any and all legal and equitable remedies including, but not limited to, recovering damages, seeking injunctive relief, terminating this agreement, revoking Exhibitor priority points, removing Exhibitor and its attendees from the convention and/or barring Exhibitor from attending future conventions. Should the Academy remove any violator, the Academy will incur no liability and the exhibitor will not be entitled to a refund. SEE ENFORCEMENT OF RULES IN THE EXHIBITOR MANUAL FOR MORE INFORMATION.
- 33. WAIVER** The Academy's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.
- 34. VIDEO / MUSIC USE** The Federal Copyright Act (Title 17, United States code, Public Law 94-553, 90 Stat 2541) governs how copyrighted materials such as movies, may be utilized publicly. This legal copyright compliance requirement applies to the use of videos and music in trade and public exhibitions, regardless of whether admission is charged, whether the institution is commercial or non-profit, or whether a federal, state, or local agency is involved. Anyone utilizing music or a video performance is solely responsible for obtaining all applicable permits and use fees associated with its use. For complete information visit <http://www.movlic.com/library/copyright.html>.