

2025 EXHIBITOR CONTRACT

RULES & REGULATIONS

Exhibitor agrees to be bound by all rules and regulations hereunder and to abide by the rules and regulations of the International Association of Exposition Management. Exhibitor further agrees to be bound by:

- (i) all applicable fire, utility, and building codes and regulations;
- (ii) any rules and regulations of the facility where the Midwest Veterinary Conference (MVC) will be held;
- (iii) the terms of all leases and agreements between the Ohio Veterinary Medical Association (OVMA) and the managers or owners of said facility; and
- (iv) the terms of any and all leases and agreements between OVMA and any other party relating to the MVC.

ACCEPTANCE

The Ohio Veterinary Medical Association (OVMA) will review a company's request to exhibit and determine if the products, services, and marketing activities of the exhibiting entity are consistent with the lawful, ethical, and educational aspects of the MVC and the OVMA. Any determination of non-acceptance will be conveyed in a timely manner with a return of deposit fees paid.

Misleading information provided during the acceptance review, as well as omissions relevant to the products/services to be exhibited, are cause for a company's participation to be canceled, including immediate removal from the Exhibit Hall with all fees paid to be forfeited.

INDEMNIFICATION

The parties hereby agree to indemnify, hold harmless and defend the other party, its officers, directors, partners, agents, members and employees from and against any and all liability, responsibility, loss, damage, cost or expense of any kind whatsoever (including but not limited to cost, interest and attorney's fees) which said party may incur, suffer, be put to, pay or be required to pay, incident to or arising directly or indirectly from any intentional or negligent act or omission by the other party or any of its officers, directors, partners, agents, members or employees. The foregoing notwithstanding, the OVMA and its officers, directors, partners, agents, members, and employees shall not be responsible in any way for:



- · damages to or loss or destruction of any property of Exhibitor, or
- injury to Exhibitor or its representatives, agents, employees, licensees or invitees.

SPACE ASSIGNMENT & SUBLEASE

Exhibitors shall be assigned to the booth(s) selected in the online Booth Selection application. Upon completion of the online selection of booth space by Exhibitor, the selected booth space shall be placed in a "hold status," preventing other exhibitors from selecting the space. The space shall remain in a "hold status" until final OVMA contract acceptance and all rental payments have been received by the OVMA in accordance with the Payment Terms herein.

- The OVMA assumes no responsibility for the location of Exhibitor's competitors prior to or after space selection.
- In the event it is necessary for the OVMA to revise booth space assignments, the OVMA will do so only with Exhibitor's consent.
- Exhibitor shall not sublet the booth space associated with this Contract, nor shall Exhibitor assign this Contract in whole or in part without the prior written consent of the OVMA.

VIRTUAL EXHIBITS

Virtual booths provide a static, non-interactive information source on your company and products on the MVC Virtual Platform. Exhibitors are responsible for developing and uploading their own materials. Modifications to content or actual uploading by the MVC or its agents are subject to additional fees of \$100 per hour, with a one-hour minimum.

PAYMENT TERMS

Booths reserved more than 30 days in advance (by Jan. 20, 2025)

- Within 30 bays of booth reservation: 50% deposit due
 - o If the exhibitor fails to remit the deposit within 30 days, OVMA reserves the right to give final notice and, if arrangements cannot be confirmed, to release Exhibitor's reserved space back to general sale.
 - o If the space is not claimed by another entity, the original exhibitor may reclaim the space upon full payment of outstanding balances.
- 30 days prior to MVC (Jan. 20, 2025): All remaining exhibit, marketing, and/or sponsor fees are due.



Booths reserved within 30 days of MVC (after Jan. 20, 2025)

• Payment in full is required at the time of reservation.

Payment must be made by credit card, check, or ACH transfer. Alternative methods are not accepted.

INSURANCE

All exhibitors must obtain and maintain appropriate insurance to cover any liability that may arise pursuant to this Contract, with the Ohio Veterinary Medical Association named as an additional insured. A copy of Exhibitor's certificate of insurance must be submitted to the OVMA no later than Feb. 10, 2025. Any Exhibitor that does not have a COI on file will not be permitted to set up their booth.

Insurance Requirements

- (i) Minimum policy limits: \$1,000,000 per occurrence and \$2,000,000 aggregate
- (ii) Effective dates: Feb. 18-22, 2025
- (iii) Certificate holder: Ohio Veterinary Medical Association (1472 Manning Parkway, Powell OH 43065)
- (iv) Additional insured: OVMA and the Greater Columbus Convention Center (400 N. High St., Columbus OH 43215)

EXHIBITOR SERVICE KIT

The MVC Show Decorator Exhibitor Service Kit will be available online via the Exhibitor Service Center approximately 90 days prior to the MVC. Orders for show services will only be accepted from those Exhibitors that have either made the required deposit or have paid for booth space in full according to the Payment Terms defined in this Contract.

EXHIBITOR NAME BADGES

Complimentary Staff Badges & Registration

Exhibitor will receive six (6) complimentary staff badges for each 10x10 booth space rented. Additional badges for employees of exhibiting company and/or affiliated companies are available in advance or on site for a fee of \$50 per badge.

Exhibitor may pre-register booth staff via the online Exhibitor Service Center when notified of its availability. Badges may not be shared; each staff person must register individually.



Use of Exhibitor Badges

Exhibitor badges are for use ONLY by Exhibitor employees and employees of affiliated companies permitted to participate in Exhibitor's booth activities. Exhibitors may not provide badges to customers or other individuals not employed by the Exhibitor or an affiliated company. Exhibitors may purchase Exhibit Hall-Only passes for customers on site for \$25 per person, per day.

Exhibitor staff badges may not be used to attend CE sessions, and no CE credit verification will be provided. Booth staff who wish to attend educational sessions must also register as attendees.

Violation of these provisions will result in the loss of all previously accrued Exhibitor Appreciation Points, and the Exhibitor agrees to pay a penalty of \$500 per instance.

BOOTH & EXHIBITOR ACTIVITIES

All activities of Exhibitor, including but not limited to, product demonstrations/ presentations, literature distribution, and sales lead generation, shall take place only within the perimeter of Exhibitor's space. Such regulations on activity shall apply to all employees of Exhibitor as well as employees of affiliated companies permitted to participate in Exhibitor's booth.

Literature & Promotional Materials

In no event shall Exhibitor display literature or other materials in any location outside of Exhibitor's space, unless otherwise approved by the OVMA. Any materials found in public spaces without approval will be discarded. Exhibitor personnel are not permitted to enter common areas to solicit attendees to enter their booth. Violation of these rules will result in loss of Appreciation Points, and future attendance will be reviewed.

Interacting with Participants

At no time shall the employees and/or independent contractors of an exhibitor invade the personal space and/or touch an attendee or other exhibitor without their clear, stated permission to do so. In addition, the employees and independent contractors of an exhibitor shall not verbally or physically harass an attendee or another exhibitor or engage in behavior that would cause them to feel threatened or discriminated against. Violation of this provision is grounds for immediate removal of the exhibitor and its personnel from the exhibit hall without need of a warning and all payments including booth and related fees shall be forfeited. Should an exhibitor fail to immediately respond to instructions to leave, it agrees to



also pay damages incurred by other exhibitors and the MVC in addition to any other assessments by the facility, show management and law enforcement.

Required Materials & Equipment

Exhibitor shall be responsible for providing and paying for all materials and equipment necessary for Exhibitor to participate in the MVC. This includes but is not limited to tables, chairs, carpet, internet, electric, storage, shipping/drayage, linens, lighting, and printing.

Multiple Booth Spaces

An exhibitor occupying multiple booth spaces directly across the aisle from each other is prohibited from bridging the aisle as part of the exhibit or from using any floor covering in the aisle other than that furnished by the official decorating company.

Visibility & Obstructions

All exhibits must maintain sufficient visibility so as not to block the view of adjacent exhibits, aisleways, or common areas. No walls, partitions, or similar obstructions may be erected which in any way interfere with the view of any other exhibitor. Exhibitors who are blocking other exhibitors' line of sight will be asked to reset their booth layout.

If in-booth activities cause attendees to crowd the aisle and interrupt the flow of traffic, the exhibitor will be requested to contain the crowd within their booth or end the demonstration.

Events, Entertainment, & Announcements

Exhibitors agree not to host events outside of the convention center during exhibit hall hours without the prior express written approval of the OVMA.

Exhibitor shall notify the OVMA in advance if entertainers will be a part of the Exhibitor's booth. Additionally, Exhibitor shall be responsible for obtaining and paying for all music licensing fees associated with any music to be played in conjunction with the Exhibitor's booth. The OVMA reserves the right to limit the use of any music in the Exhibit Hall the OVMA determines is offensive or infringes upon the rights of other Exhibitors.

Exhibitors may not make announcements over the loudspeaker. OVMA staff members may, at their discretion, make a non-commercial announcement on an Exhibitor's behalf.

Catering

Exhibitors will adhere to the venue and catering guidelines and requirements for food and beverage at their booth. Approval, payment, and additional measures are required through Levy and GCCC per instance for all food and beverage items in the Exhibit Hall.



Service Animals

Only service animals, as defined in federal and Ohio law, are permitted. All guests with a service animal must check in at Exhibitor Assistance immediately upon arrival. Other animals may not enter the Convention Center and will be required to leave immediately if brought into the facility.

Per Ohio Rule 3344-79-02, Service Animal requirements are:

- The animal should be on a leash when not providing a needed service to the individual with a disability.
- The animal should respond to voice or hand commands at all times, and be in full control of the handler.
- To the extent possible, the animal should be unobtrusive to other individuals and the learning, living, and working environment.
- Identification. It is recommended that the animal wear some type of commonly recognized identification symbol, identifying the animal as a working animal, but not disclosing disability.
- Waste cleanup

Animals whose function is to provide comfort, companionship, or emotional support are not service animals and are not permitted, even with a doctor's note. Misrepresenting your pet as a service animal negatively impacts the quality of life and independence of service animal users.

Demonstration Animals

Exhibitors who wish to use demonstration animals as part of their exhibit must contact OVMA at least thirty (30) days in advance with a detailed explanation as to the nature and necessity of their intended use. Requests will be reviewed and written acceptance or denial provided. Exhibitor further agrees to abide by all rules and regulations of the facility where the MVC will be held as pertaining to the use of demonstration animals within the Exhibitor's booth. Any Exhibitor that brings an animal onto the premises without advance permission and/or who cannot produce proof of service animal status will be asked to remove said animal from the premises immediately. No refunds will be given in the event the Exhibitor must vacate prior to the end of exhibit hours.

Promotions, Sales & Contracts

The sale and promotion of only lawful products is permitted at the MVC. This includes statements of interpretation by federal and state agencies as to the legal status of a product and the permissibility to market and/or encourage others to market and sell the same. Purchases, refunds and contracts executed in the Exhibit Hall shall be consistent with Ohio's Consumer Sales Practices Act, including the provisions in Ohio Revised Code 1345.02.



Vacating the Premises Early

For the safety of MVC attendees, Exhibitors may not leave early without prior approval from OVMA. Any company that begins tearing down or vacates the premises before 1:30 p.m. on the last day of the show (Feb. 22, 2025) may forfeit any accrued Appreciation Points and/or be prohibited from exhibiting at future Midwest Veterinary Conferences.

SECURITY

The OVMA contracts for limited guard service throughout the hours of installation, show, and dismantling periods. However, the OVMA, the show facility, or any officer or staff member thereof will not be responsible for the property or the personal safety of Exhibitor, its agents or employees, from theft, damage by fire, accident, or any other cause. Exhibitor is required to provide all insurance and/or policy riders to cover all booth contents and personnel.

MVC CANCELLATION OR POSTPONEMENT

In the event the MVC is postponed due to acts of God, government regulation, war, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, public health emergencies (epidemics, pandemics, or similar), or any other emergency beyond the reasonable control of the OVMA or Exhibitor, then the performance of the parties hereunder shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement.

In the event such occurrences result in the cancellation of the MVC, the obligations of the parties hereunder shall be automatically terminated and all rental payments made under this Contract shall be refunded to Exhibitor.

EXHIBITOR CANCELLATION & DOWNSIZING

Notwithstanding the foregoing, Exhibitor shall have the option to cancel or modify their booth reservation at any time by written notice to the OVMA. In the event the cancellation/modification notice is received on or before sixty (60) days prior to the first day of the Conference (Dec. 20, 2024), the OVMA shall refund any rental payments already made by Exhibitor, less a 25% cancellation fee.

If the cancellation is received after that date, the entire amount is due and payable. However, if the booth space can be resold, a 50% refund will be issued. Under all circumstances, the OVMA retains the right to resell any booth space canceled by Exhibitor. Should an exhibitor



fail to show without notice of cancellation it forfeits all fees paid and agrees that it remains legally obligated to pay any remaining balances associated with its booth fee and/or sponsorship commitments.

Downsizing

If an Exhibitor wishes to reduce the size of their booth, they should contact OVMA in writing. Downsizing requests made on or prior to the cancellation deadline (Dec. 20, 2024) will be refunded the cost of the canceled booths, less a 25% administrative fee. No refunds will be given for downsizing requests made after this date. OVMA will not split island booths; therefore, any Exhibitor downgrading from an island booth will be required to relocate to another available space.

ACCEPTANCE OF CONTRACT

Exhibitor agrees, by selecting the box marked "I Agree" at the end of the online booth reservation process, that such acceptance shall be deemed to be the same as Exhibitor's signature. Further, the person completing the online booth selection and acceptance of this Contract for Exhibit Space warrants and represents that he or she is authorized to bind Exhibitor's company to this Contract for Exhibit Space.

The OVMA reserves the right to make the final decision on contract acceptance.