

## **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:

- (i) damages to or loss or destruction of any property of Exhibitor, or
- (ii) 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 competitors of Exhibitor prior to or after Exhibitor's space selection.

In the event it is necessary for the OVMA to revise booth space assignments, the OVMA will do so only with the consent of Exhibitor.

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, which may include text, images, links, PDF downloads, video, and other HTML-based content.

OVMA can assist with questions on the uploading process as part of your virtual booth fee.

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

A minimum deposit of 50% of Exhibitor's booth space rental fee is due within 30 days of Exhibitor's online selection of physical and/or virtual Exhibit Space.

If such deposit is not received within 30 days, the selected space shall automatically become available for reservation by another exhibitor, unless other arrangements have been made. **All remaining booth space rental fees are due no later than January 22, 2024 (30 days prior to MVC)** . Full payment for

booth space must be made at the time of online selection of space for those booth spaces reserved on or after December 22, 2023. Failure to remit payment as outlined above will result in the exhibitor's booth space being released for general sale and all deposit payments forfeited. If the space is not claimed by another entity, the original exhibitor may reclaim the space upon full payment of outstanding balances.

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 one week prior to the day set up begins. 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. 20–25, 2024
- (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

**STAFF BADGES.** 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 \$25 per badge.

**STAFF REGISTRATION.** 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 name 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 at the rate of \$400 per person, which includes unlimited access to all live and virtual educational sessions (except for those that require an additional fee and/or advance registration).

**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 and shall not obstruct aisle ways or common areas, or infringe upon the space or rights of other Exhibitors. 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. In no event shall Exhibitor display literature or other materials in any location outside of Exhibitor's space, unless otherwise approved by the OVMA. Exhibitor personnel are not permitted to enter common areas to solicit attendees to enter their booth.

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.

Exhibitor shall be responsible for providing and paying for all materials and equipment necessary for Exhibitor to participate in the MVC.

Balloons of any kind are prohibited on the show floor.

**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. No walls, partitions, decorations or other 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.

**ENTERTAINMENT & ANNOUNCEMENTS.** 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.

**ANIMALS.** Only service animals, as defined in federal and Ohio law, are permitted. Service animals must wear evidence of their status at all times they are in the exhibit/registration area, and their owners shall provide evidence of the animal's service status to an OVMA staff member upon arrival. Other animals may not enter the Convention Center and will be required to leave immediately if brought into the facility.

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.

**PROMOTIONS, SALES & CONTRACTS.** The sale and promotion of only lawful products is permitted at the Midwest Veterinary Conference. 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 (February 24, 2024) 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.

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## EXHIBITOR CANCELLATION

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, 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.

## 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.