

# **Corporate Supporter Agreement, Terms & Conditions**

Corporate Supporter partnership opportunities with the AOCA are for those organizations offering products, equipment and services which will benefit or promote the development of the healthcare profession. AOCA reserves the right to determine eligibility of any Corporate Supporter for partnership.

### I. ASSIGNMENT OF OPPORTUNITIES AND BOOTH SPACE

Assignments of Corporate Supporter partnership opportunities will be made by AOCA in the order of receipt of paid application. Corporate Supporter may not subdivide, reassign or otherwise share/split opportunities without prior consent and agreement of AOCA. Assignments of booth space at conferences will be handled on a first-come, first-served basis by the date and time of receipt of paid application, with preference given to Gold Level Supporters. Booth assignment will not be confirmed and Corporate Supporter information will not be placed on website until AOCA receives an application and full payment. Every effort will be made to assign the Corporate Supporter one of its stated preferences in booth locations; however, AOCA cannot guarantee the preferred locations will be available. Assignment of space is final and shall constitute an acceptance of the Corporate Supporter's offer to occupy. AOCA reserves the final decision and right, in the best interest of the Exhibition, to amend the floor plan, assign or relocate selected space in areas other than that selected by Corporate Supporter. Corporate Supporters may not promote the products or services of non-Corporate Supporters, or otherwise permit non-Corporate Supporters to distribute materials in their space or any part thereof. Only one organization may occupy the space.

# II. COST OF EXHIBIT SPACE

Each tabletop booth space includes 6" table, two chairs, booth ID sign, one wastebasket, Company description and logo on the AOCA meeting page,1-4 complimentary conference passes, post-conference attendee list, and access to meal functions. Additional Corporate Supporter conference passes may be purchased at additional cost.

### III. ARRANGEMENT OF EXHIBITS

Corporate Supporter agrees to arrange exhibit so as not to obstruct the general view or to hide other exhibits. No partitions will be allowed unless specifically approved. No display material exposing an unfinished surface to neighboring exhibits or aisles will be permitted. Exhibits should be self-contained with nothing outside the booth area. Interference with normal traffic flow is prohibited. Nothing shall be posted, tacked, screwed or otherwise attached to columns, walls or floors. All displays and exhibits must conform to local building and fire department codes and regulations. At AOCA's discretion and determination, any booths requiring changes must be



corrected immediately at the Corporate Supporter's expense. Corporate Supporter must maintain, clean, and keep its exhibits and contracted space in good order.

### IV. HOSPITALITY FUNCTIONS

Scheduling of private functions, cocktail parties or other special events in conjunction with the Conference and within the host hotel MUST be coordinated directly with AOCA. Functions during Conference business and social events, as well as the period of move-in, Exhibition hours, or move-out, are prohibited.

### V. COMPLIANCE WITH LAWS

Corporate Supporter shall bear responsibility for compliance with Conference policies, any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, including the Polices, Rules and Regulations of the Conference facility, regarding the installation, dismantle and operation of the exhibit. Corporate Supporters selling items from their booths must obtain any necessary city and/or state permits.

### VI. EXHIBIT HOURS

Corporate Supporter agrees to have all exhibits finalized during the setup times as provided. Corporate Supporter agrees not to dismantle or remove any part of exhibit, or to start any packing until the close of exhibit area. As a courtesy to the participants and your fellow Corporate Supporters, AOCA requests that you open your exhibit on time each morning and staff it throughout the day until the scheduled closing hour. In the interest of security, Corporate Supporters are encouraged to keep an attendant at their booth during all open hours.

### VII. BADGES

Badges must always be worn and may not be shared. Only people with badges will be allowed access to the exhibitor area.

# VIII. CONDUCT AND APPEARANCE

Representatives are expected to have a professional appearance and provide suitable assistance to conference attendees to explain the product, services, and programs being offered by the exhibitor/sponsor. Representatives are to conduct themselves in a manner commensurate with acceptable public behavior. At the AOCA's discretion, any exhibitor or sponsor may be asked to leave the exhibit area or conference. Smoking is not allowed in conference business or social events or the exhibit area.

### IX. INSURANCE & LIABILITY

AOCA and the Conference facility shall not be held responsible for the safety of exhibits against fire, theft or property damage or for accidents to Corporate Supporters or their employees, agents, volunteers and attendees from any cause. Corporate Supporter agrees to obtain adequate insurance against any such injury, loss or damage. Corporate Supporter agrees to make no claim against and to protect, indemnify, defend and hold harmless AOCA and the Conference facility



against loss, theft or damage to Corporate Supporter's property or injury to persons in the exhibit area.

#### X. PHOTOGRAPHS/VIDEOTAPING

AOCA reserves the right to record and to use video and photographs. Corporate Supporter grants AOCA and its management provider the right to use any image, photograph, voice, or likeness, without limitation, in its promotional materials and publicity efforts without compensation. All media become the property of AOCA and may be displayed, distributed, or used by AOCA for any purpose. AOCA shall not be responsible for photographs or videos taken and/or shared by other event attendees.

### XI. CONSUMABLE ITEMS

All consumable items to be distributed by Corporate Supporter must be approved through the Conference facility. Corporate Supporters will not be permitted to sell, serve or give away alcoholic beverages in the Exhibit area.

### XII. INTEGRATION

This agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, understandings, or agreements, whether oral or written, regarding the subject matter hereof.

### XIII. CHANGES

AOCA reserves the right to make any changes in the rules necessary to ensure the health and safety of those in attendance, the significance of the conference and harmony of operation. Corporate Supporter will be advised of any such changes by email.

### XIV. DEDUCTIBILITY

AOCA is a 501(c)(3) nonprofit business organization. Corporate Supporter and registration fees are not deductible as charitable contributions but may be deductible as trade or business expenses. Please check with a tax professional.

### XV. ATTENDEE DATA USE

Use of the attendance data report is restricted to communication from your company one time prior to the conference and one time post conference as follow up to the conference. Data may not be harvested, sold to others, incorporated in any type of database, or employed for any other promotional purpose. You may not share data outside of your company.

# XVI. FORCE MAJEURE

AOCA may terminate the Agreement in the event the conference facility is destroyed or damaged, or if it cancels the conference due to any of the following causes: strike,



lockout, injunction, emergency, act of God, act of war, or any other cause beyond control of AOCA. In such event, Corporate Supporter agrees to waive any and all damages and claims for damages and acknowledges this Agreement may be canceled upon email notice to Corporate Supporter without liability.

# XVII. ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by [Arbitration Organization] in accordance with its rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties waive their right to a trial by jury.

# XVIII. CANCELLATION AND REFUNDABILITY

Notification of a Corporate Supporter's decision to cancel or reduce space must be made in writing to office@aocaonline.org. The effective date of space cancellation or reduction will be the date on which a written notice is received by AOCA.

If space is cancelled or reduced between the dates of the application received to two months prior to the conference, 50% of the total cost will be retained.

No refunds will be issued if space is cancelled or reduced within two months of the first date of the conference. The company will be responsible for the full cost of the booth space.

However, should health circumstances require the conference to be rescheduled or cancelled, fee will be refunded in full or applied to the rescheduled event at AOCA's option. AOCA reserves the right to alter any package inclusions or benefits based on prevailing federal government, local government or venue policies or recommendations related to COVID-19. AOCA intends to hold a face-to-face conference, barring federal or local guidance or restrictions. Corporate Supporter agrees to comply with procedures and policies AOCA may implement to protect the health and safety of all attendees.

### XIX. ASSUMPTION OF RISK

Corporate Supporter acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk of exposure or infection by attending the conference, and that such exposure or infection may result in personal injury, illness, permanent disability and death. Corporate Supporter understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions or negligence of others who may attend the event or their families, colleagues, or others with whom they may have contact. Accordingly, Corporate Supporter understands and agrees that this release includes any claims based on the actions, omissions, or negligence of AOCA, its chapters, employees, agents and representatives, whether a COVID-19 infection occurs before, during or after participation in the event. Corporate Supporter assumes all risks and accepts sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability or expense, of any kind, attendee may experience or incur in connection with attending the event. Corporate Supporter hereby releases,

covenants not to sue, discharges and holds harmless AOCA its employees, agents, and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.