

CONTRACT REGULATIONS

1. Application

This application for space, along with at least 50% non-refundable deposit and formal notice of assignment, constitutes a contract for the right to use the exhibit space. After March 1st, booth applications must be paid in full when registering & will be accepted up until the week before the conference. All exhibits and exhibitors are subject to the following regulations:

1. Applications are processed and assignments made in the order received, after Partner Member booths are assigned.
2. Booths rent for price stipulated on Exhibitors registration form.
3. At least Fifty-percent (50%) of booth rental price must accompany this application to be processed before March 1st. After March 1st booths must be paid in full when applications are sent in to KOA.
4. Booth space will be forfeited if remainder of payment is not received by **March 1, 2022** from those companies who have only paid 50% of the booth rental price.
5. If booth space is canceled after **March 1, 2022** no refund will be made. **Cancellations must be made in writing to the KOA Office and post-marked no later than March 1, 2022.**

NOTE: NO BOOTH ASSIGNMENTS WILL BE TAKEN OVER THE PHONE. NO EXCEPTIONS WILL BE MADE.

2. Arrangements

Exhibits must be arranged so as not to obstruct the general view or hide the exhibits of others. The standard equipment provided the exhibitor by the Kentucky Optometric Association will consist of a cloth backwall 8 feet and side dividers 36 inches high. No construction or built-up exhibit, including signs, shall exceed the overall height of the backwall. Exceptions to the limitation may be made by the Kentucky Optometric Association for multiple booths. Display boards and other equipment more than 36 inches in height must not extend more than 36 inches from booth backwall in regular aisle locations. **Each exhibitor will be provided a sign listing the company name, city, state and booth number, and one 6 foot skirted table with two chairs.** The Central Bank Center is not carpeted, so carpet can be purchased through Excel Decorators.

3. Installation and Dismantle

Installation of Exhibits: Friday, April 22, 2022 12:00pm -5:00 pm

**Exhibit Hall Hours: Friday, April 22, 2022 5:00pm-7:30 pm
Saturday, April 23, 2022 11:00am-1:00 pm**

Show management reserves the right to fix time for installation of booth space prior to show opening and for removal after conclusion of show. Installation of all exhibits must be fully completed by show opening. There is no drive-on access available in the exhibit hall. The exhibitor agrees not to dismantle, pack or remove any part of this exhibit until the close of the exhibit hall Saturday, April 23, 2022, 1:00 p.m. The exhibit hall must be completely cleared by 4:00 p.m. All deliveries should be coordinated through the Excel Decorators.

4. Building and Equipment

Exhibitors or their agents shall not abuse or deface the walls or floors of the building, booths, equipment or furnishings in the booth. The exhibitor will be held liable for any and all damages.

5. Conditions

No exhibitor shall assign, sublet or share the whole or any part of the space allotted. No exhibitor is permitted to show goods or services other than those manufactured or provided by his firm in the regular course of business. Only employees of registered companies may be permitted to work in that company's booth. No displays are allowed outside of space allotted, such as on food tables, etc. No firm, organization or individual not assigned booth space in the exhibit hall will be permitted to solicit business in any manner within the exhibit hall. Admission is not available to firms qualified to exhibit but not registered. Should the KOA fail to hold the exhibit as herein provided, or to furnish to exhibitor the space herein described, it shall promptly refund to exhibitor all sums paid hereunder, and such refund shall be accepted by exhibitor in full settlement of all loss or damage suffered by exhibitor.

6. Safety Codes

The exhibitor assumes full responsibility for complying with city and hotel regulations concerning fire, safety, and health. It is understood that all exhibit material shall be flameproof and bottled gas or any other type flame will not be permitted. All electrical displays and equipment must be wired in accordance with requirements. **No balloons are allowed in the exhibit hall. No outside food or drink can be served in the booths.**

7. Solicitation

All demonstrations and interviews must be conducted within assigned booth space. All exhibitor printed materials, souvenirs and other articles must be distributed within assigned booth space. Absolutely no exhibitor will be allowed distribution of printed materials, souvenirs or other articles in or around the registration area, educational sessions or exhibit hall entrance(s) without the KOA's approval. Giveaways and other promotional techniques may be utilized with prior authorization from the Kentucky Optometric Association. A copy of all surveys to be distributed during the KOA Congress must be submitted to the Kentucky Optometric Association prior to April 1, 2022, for approval. Violation of that regulation may result in the eviction of an exhibitor.

8. Restrictions

The Kentucky Optometric Association reserves the right to restrict exhibits which, because of noise, method of operation or any other reason, become objectionable. Exhibits which in the opinion of the Kentucky Optometric Association detract from the general character of the exhibit as a whole will be prohibited. In the event of an eviction, the Kentucky Optometric Association is not liable for any refunds.

9. Liability

Management will employ guards to take reasonable precautions for safe guarding the exhibitor's property. Neither the KOA nor the Central Bank Center will be liable for loss or damage to property of the exhibitor or his representatives from theft, fire, accident, loss in transit or other causes. Injury to persons, loss or damage to property shall be the KOA's or the Central Bank Center's liability only in cases of negligence. Exhibitor shall assume all liability for damage to exposition facility by reason of his exhibit and shall indemnify the KOA and the Central Bank Center of all liability which might ensue by reason of his exhibit or presence at the convention.

10. Admission

Exhibit hall admission is by official badge only. Exhibitors are expected to wear the official badge at all times. Exhibitors not wearing and unable to produce the official badge immediately upon request, will be ejected from the exhibit hall. Three free registration badges are furnished to each exhibitor for each booth space rented. Additional badges must be purchased in advance or on site for a registration fee. Only employees of exhibiting companies are permitted to wear exhibitors badges.

11. Regulations

These regulations are a part of the contract between the exhibitor and the Kentucky Optometric Association formulated in the best interest of the exhibitor for each booth space rented. Points not covered in this contract are subject to the decision of the Kentucky Optometric Association.

12. Rights of Termination for Cause

This contract is subject to termination for cause without liability to the terminating party, under any of the following conditions: The parties' performance under this contract is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties control, making it inadvisable, illegal or which materially affects a party's ability to perform its obligations under this contract. Either party may terminate this contract for any one or more of such reasons upon written notice to the other party within (3) days of such occurrence or receipt of notice of any of the above occurrences. The KOA will determine the amount of exhibit fee to be refunded, if any.