

# THE AANA 2017 NURSE ANESTHESIA ANNUAL CONGRESS • SEPTEMBER 9 - 12, 2017 • SEATTLE, WA

## General Rules and Regulations

These rules and regulations are a bona fide part of the contract for exhibit space with the American Association of Nurse Anesthetists, hereinafter referred to as AANA, for the Annual Congress which is managed by Corcoran Exhibitions, Inc., hereinafter referred to as Show Management, on behalf of AANA, the Show's owner and sponsor. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well being of the Show. Each exhibitor, for himself, his employees, and his contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct. AANA reserves the right to refuse applications of concerns not meeting standards required or expected, as well as the right to curtail exhibits or parts of exhibits that reflect against the character of the meeting. Companies in direct competition to any of AANA's Member Advantage Partners are not eligible to exhibit. See list of Advantage Partners at AANA.com. Show Management's decision and interpretation shall be accepted as final in all cases.

**1. VALID APPLICATION FOR SPACE.** Applicants for exhibit space are required to execute and forward the Exhibit Space Application to Show Management. To be valid, each application must convey a minimum 50% deposit for each booth space requested for rental.

**2. PAYMENT OF SPACE.** AANA's Federal ID# is 36-2113743. The exhibitor agrees to enclose with this application the required deposit and additional payments as outlined. Payments must be made payable to the American Association of Nurse Anesthetists and forwarded to AANA Finance Department, 222 South Prospect Avenue, Park Ridge, IL 60068, Fax: 847-692-6968.

**3. CANCELLATION AND REFUNDS.** All cancellations of booth space must be received in writing by Show Management. If space is reduced, the net reduction of space will be treated as a cancellation of that space. If Show Management receives a written request for cancellation of space prior to May 19, 2017, the Exhibitor will be eligible for a full refund minus the 50% of the total booth cost. No refunds will be given after May 19, 2017.

It is expressly agreed by the Exhibitor that in the event it fails to pay the space licensure charge at the times specified, or fails to comply with any provisions contained in these Regulations concerning its use of exhibit space, Show Management shall have the right to reassign the confirmed booth location shown or to take possession of said space and lease same, or any part thereof, to such other parties upon such terms and conditions as it may deem proper. In the event of a default by the Exhibitor, as set forth in the previous sentence, then in addition to the AANA's and Show Management's other rights and remedies hereunder, the Exhibitor shall forfeit the amount paid by Exhibitor for its space reservation, regardless of whether or not Show Management enters into a further lease for the space involved.

In case the Exhibition shall not be held for any reason whatsoever, then and thereupon, the licensure and lease of space to the Exhibitor shall be terminated. In such case, the limit of claims for damage and/or compensation by the Exhibitor shall be the return to the Exhibitor of the prorated amount already paid of space for this specific event.

**4. SPACE RENTAL AND ASSIGNMENT OF LOCATION.** Assignment of Space Priority for space assignment will be based on the order in which applications are postmarked and on the availability of space requested. Deposit must be received before space assignment is confirmed. Requests received via fax or telephone are considered tentative. All tentative reservations will be held for 10 working days only. Within this time period, the applications and deposit must be forwarded to Show Management or tentative reservations will be released. A floor plan of the exhibit area is available online. Review carefully and note the locations of entrances, exits, height restrictions, columns, etc. before indicating your preferred booth on the application. Show Management, on behalf of AANA, will make every effort to assign you to your preferred booth location. If this space is not available, you will be contacted to discuss alternative space. Exhibitors that wish to avoid assignment of space adjacent to a particular competitor should indicate that on the application. Careful consideration will be given to all such requests but they are not guaranteed. AANA reserves the right to relocate or reassign exhibit booths at any time for the overall benefit of the meeting.

**5. USE OF SPACE, SUBLETTING SPACE.** The subletting, assignment or appointment of the whole or any part of space by any exhibitor is prohibited. No exhibitor may permit any other party to exhibit in his space any goods other than those manufactured or handled by the contracting exhibitor, nor permit the solicitation of business by others within his space.

**6. OPERATION OF DISPLAYS.** Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the Exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the Exposition as a whole. Use of so called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

**Alcoholic Beverages.** Exhibitors may not serve alcoholic beverages in the exhibit hall except with the written permission of Show Management.

**Literature Distribution.** All demonstrations or other activities must be confined to the limits of the exhibitor's booth. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

**Booth Representatives.** Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited. Individuals under the age of 18 are not permitted on the show floor anytime during exhibitor move-in and move-out because of high liability. During the exhibition open hours partners and children are permitted on the floor when properly badged. Children must be accompanied by an adult.

**Music Licensing.** The AANA has signed a license agreement with the American Society of Composers, Authors and Publishers (ASCAP) and Broadcast Music, Inc. (BMI) covering recorded and live music. License agreements for music covered by other organizations is the sole responsibility of the exhibitor. The music-licensing fee is prorated to each host for each event.

**Sound.** Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

**Sales.** The purpose of the exhibits is to further the education of meeting attendees through product and service displays and demonstrations. Sales and order taking are permitted provided all transactions are conducted in a manner consistent with the professional nature of the meeting. Products for sale must be the exhibitors' own unaltered products and the products or services must be pertinent to the attendees' professional interest. AANA reserves the right to restrict sales activities that it deems inappropriate or unprofessional. It is the responsibility of the exhibitor to research and comply with all local sales tax requirements. Exhibitors selling or taking orders at AANA must adhere to certain business license and sales and use tax regulations, which vary from state to state.

Exhibitors are responsible for making the necessary arrangements to adhere to the Washington D.C., regulations.

**7. ARRANGEMENT OF EXHIBITS.** Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the Exposition. Exhibits not conforming may be dismantled or modified, at cost to the exhibitor, at the sole judgment and discretion of Show Management.

**Exhibitor Plan Review.** Booth construction plans and layout arrangements for island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the Exposition.

**8. EXHIBITS AND PUBLIC POLICY.** Each exhibitor is charged with knowledge of all State, County, and City Laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in the Exposition. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls, or other parts of the building. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials, and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them. All booth decorations must meet flame-proofing codes. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform with National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Designated "No Smoking" areas must be observed. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City and State fire regulations. Independent contractors must conform to IAEE, ESCA and ED&PA guidelines and must be signatory to a current local collective bargaining agreement. An exhibitor who makes any claim or advertises at the ICMA Conference and Exposition in any way which, in the sole opinion of Show Management, is false, misleading or otherwise against public policy, may, in the sole discretion of Show Management, be required to discontinue such claim or advertising.

**9. INSTALLATION AND REMOVAL.** Show Management reserves the right to fix the time for the installation of a booth prior to the Exposition opening and for its removal after the conclusion of the Exposition. Any space not claimed and occupied two hours prior to the show opening may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the Exposition. Exhibits must be staffed during all Exposition hours and may not, to any extent, be dismantled before the Exposition closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

**10. STORAGE OF PACKING CRATES AND BOXES.** Proper identification and tags will be available at the Exhibitor Service Desk. Storage of crates and boxes can be arranged with Freeman, as outlined in the Exhibitor Service Kit. All cartons, crates, containers, packing materials, etc. which are necessary for repackaging must be labeled with "empty" stickers and they will be removed from the floor and stored by Freeman. Access to storage will be available through Freeman. Arrangements may be made at the Exhibitor Service Desk. Crates and boxes cannot be stored behind booth displays due to fire regulations.

**11. EXHIBITOR'S AUTHORIZED REPRESENTATIVE.** The exhibiting firm assumes responsibility for its authorized representative to follow all Show Management Contract Rules and Regulations.

**12. PHOTOGRAPHY.** Only the official photographer may take photographs in the Exhibit Hall. Details about the official photographer will be included in the Exhibitor Service Kit. Exhibitors may photograph, or have their own booth photographed. Cameras, camera phones or other advanced technology devices used to photograph or film anything other than your own exhibit booth are strictly prohibited.

**13. LIABILITY AND INSURANCE.** All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither AANA, Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor. It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

**14. INDEMNIFICATION.** Exhibitor agrees that it will indemnify and hold and save AANA and Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or averted against AANA and Show Management on account of injury or damage to person or property to the extent that any such damage of injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of AANA and Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of AANA and Show Management. Exhibitor covenants and agrees that in case AANA and Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon AANA and Show Management by virtue of any such litigation.

**Property Damage.** Neither AANA, Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and AANA, Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of AANA, Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

**Use of Certain Property.** Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space.

Exhibitor shall indemnify, defend and hold harmless AANA, Show Management, the Washington State Convention Center and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

**15. WAIVER.** Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

**16. ATTORNEYS' FEES.** Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

**17. AMERICANS WITH DISABILITIES ACT.**

Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless AANA, Show Management, and the Phoenix Convention Center against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

**18. SOCIAL FUNCTIONS/SPECIAL EVENTS.** Any social function or special event planned by an exhibiting company, to take place during the AANA Annual Congress, MUST BE APPROVED BY AANA.

**19. OTHER REGULATIONS.** Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management.

**THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**