ADMINISTRATIVE

Agreement

By signing the Contract for Exhibit Space and addendum(s), the Exhibitor agrees to abide by these Rules and Regulations and all amendments thereto and the decisions of the Association. For purposes of this agreement, the term “Association” shall mean the American Animal Hospital Association and its respective agents. The term “Exhibit Hall” shall mean the Long Beach Convention & Entertainment Center. The term “Exhibitor” shall mean a company, firm or person who has applied for or been allocated any space in the Exhibit Hall.

The AAHA trademark is a federally registered trade-mark and is the exclusive property of AAHA. The Exhbitor may not use the AAHA trademark in any manner without the Association’s express written approval.

Eligibility

The Association reserves the right to determine the eligibility of any exhibit for inclusion in its Yearly Conference, either before or after the proper execution of the Contract for Exhibit Space. All products and services to be exhibited must be directly related to use in the practice of veterinary medicine. The Association reserves the right to require modification of any exhibit that, in its opinion, is not in character with the AAHA Yearly Conference.

Interpretation of the Rules

The Association shall have full power in the interpretation and enforcement of all rules and regulations governing the operation of the Exhibitor’s booth(s) and questions covered by the regulations shall be subject to the final judgment and decision of the Association. The regulations may be amended at any time by the Association upon written notice by the Association to such Exhibitors that may be affected by these amendments.

Assignment of Space

The Exhibitor will accept assignment of any exhibit space(s) requested on the Contract for Exhibit Space application. In the event that the requested exhibit space is unavailable, the Exhibitor agrees to consider alternative exhibit space(s) determined by the Association. If the space assigned by the Association is unacceptable, the Exhibitor must contact the Association in writing within ten (10) days of receipt of the official assignment in any changes.

Space will be assigned on-site for companies exhibiting at AAHA Phoenix 2009. All exhibiting companies will be assigned a time to register for AAHA Long Beach 2010. Time slots will be assigned based on a priority point system and points accumulated for AAHA Phoenix 2009.

As with this year, the following has been designed to establish a method that will determine the assign- ment of space within the booth selection:

1. Two (2) points for returning a Contract for Ex- hibit Space with payment in full for the requested booth space(s) on or before September 30, 2009.
2. One (1) point for each year of continuous “par- ticipation” in the AAHA Yearly Conference exhibits.
3. Five (5) points for each 10’ x 10’ booth space rented for the Long Beach Yearly Conference.

If two or more Exhibitors with equal priority points request the same space, the official application re- turned the earliest will receive the highest priority. The Association will make all final decisions pertaining to booth assignment. Exhibit space remaining after March 29, 2009 will be assigned on a first-come, first-served basis regardless of the type of non-profit, education booths and promotional first time exhibitor booths will be assigned in January 2010.

The Association reserves the right to rearrange the floor plan and may relocate any exhibit with the understanding that the Exhibitor shall be notified prior to such action.

*Continuous rule not applicable for international conference locations.

Payment

A minimum deposit of fifty percent (50%) of the ex- hibit fee must accompany the Contract for Exhibit Space application. The balance of the booth(s) cost must accompany the Contract for Exhibit Space application. Payment must be made by certified check, money order, or credit card.

The Exhibitor will not be allowed to occupy as- signed space until all monies due the Association are paid in full. Checks should be made payable to the American Animal Hospital Association.

Registration and Badges

Exhibitors may register up to four (4) em- ployees for each 10’ x 10’ booth space reserved. Fifty dollars ($50) will be charged for each additional person registered. Additional registration charges do not apply to Platinum sponsors. All Exhibitors are required to register booths by February 19, 2010, the Association’s website. An Exhibitor’s badge is nontransferable. Each re- presentative of an exhibiting company must wear the official badge at all times while in the Exhibit Hall. Each Exhibitor may arrange for an additional representative of an exhibiting company to be allowed entry into the Exhibit Hall. Booth personnel must be confined to the Exhibitor’s booth and not any part thereof, nor purchase multiple booths or exhibit expenses.

Height Restrictions

No part of any display (except island displays) may be in excess of six feet (6”) in height and shall not extend from the back wall more than three feet six inches (3’-6”). The balance of the side walls shall not exceed forty inches (40”) in height. Display ma- terials should be located so as not to obstruct line of sight to other exhibits. All Exhibitors that wish to use other than standard booth equipment and signs, or materials conflicting in any way with the above reg- ulations, should submit two copies of a detailed sketch of the proposed layout at least sixty (60) days before the conference or before construction is ordered to receive written approval from the AAHA Meetings & Expositions Manager.

Storage

Loading and unloading is permitted only across the loading dock and through designated Exhibit Hall doors for move-in and move-out.

All supplies, handouts, literature and samples must be confined to the Exhibitor’s booth and not behind it. Packaging crates and/or boxes are not per- mitted in booths during the exhibit period, but these, when properly marked, will be stored and returned to the booth by service contractor personnel during move-out. It is the Exhibitor’s responsibility to mark and identify their crates or other packing material. Empty freight containers not properly marked or identified may be destroyed. The Association assumes no responsibility for contents of crates or boxes. Due to Fire Code regulations, it may be nec- essary to store empty crates and boxes outside of the building or offshore.

The Convention Center does not provide carts, dollys, pallet jacks, labor, etc. for Exhibitors’ use. Contact the official decorator for these services. Public passenger elevators and escalators may not be used to transport equipment or exhibit materials. All show freight and equipment will be transported on the freight elevators.

Operation of an Exhibit Booth

All business activities of the Exhibitor must be within the Exhibitor’s assigned space. Each exhibit is to be staffed at all times during Exhibit Hall hours by bona fide employees or representatives of the ex- hibiting company. Exhibitors who fail to have their booths staffed during the hours of the exhibit, may be subject to the loss of all accrued priority points for the next AAHA Yearly Conference.

The Association reserves the right to restrict ex- hibits that, for any reason, become objectionable to the Exhibitor, their personnel, or their agents. Any controversies that may arise be-
Photography/Videotaping/Sketching

An exhibit, its products, staff or visitors may not be photographed, videotaped, recorded or sketched except with the permission of the authorized occupants of that booth. This prohibition extends to attendees and members of the press, and will be enforced regardless of whether exhibits are open or closed. Unauthorized activities will subject the violator to immediate removal from the exhibition.

Early Removal of Exhibits

No exhibit shall be packed, removed, or dismantled prior to the closing of the Exhibit Program without written permission from AAHA Meetings & Expositions Manager. If the Exhibitor acts in breach of this provision, up to ten (10) priority space assignment points will be deducted from the total accrued points for the following year’s show.

No contract labor personnel (whether official or independent) will be allowed on the exhibit floor prior to the official close of the show on Saturday March 20, 2010, unless authorized by the AAHA Meetings & Expositions Manager.

For security reasons, any equipment removed from the Exhibit Hall prior to the official closing of the Exhibit Program shall require a special pass issued by the Association.

Children

No one under the age of 18 (accompanied or unaccompanied by an adult) is allowed in the exhibit area during move-in, move-out and non-show hours. No one under the age of 18 (accompanied or unaccompanied by an adult) is allowed in the exhibit area during move-in, move-out and non-show hours.

Animals/Pets

Product demonstration, company mascot and celebrity animals are permitted in the Exhibit Hall during move-in, move-out and non-show hours with written authorization of AAHA show management. Adherence to the following guidelines is required:

1. Animal/pet is not permitted to remain in the exhibit hall overnight.
2. Animal/pet must remain inside the booth(s) and not allowed to run free.
3. Exhibitor is responsible for “clean-up” and the proper disposal of animal waste.
4. No personal pets are permitted.

ADA Compliance

Exhibitor represents and warrants:

1. The exhibit will be accessible to the full extent required by law.
2. The exhibit will comply with the Americans With Disabilities Act (ADA) and with any regulations implemented by the Act, and that it shall indemnify and hold harmless and defend the Association from and against all claims and expenses including reasonable attorneys fees and litigation expenses that may be incurred by or asserted against the Association on the basis of the Exhibitor’s breach of this paragraph or non-compliance with any of the provisions of the ADA.

Booth Maintenance

The Exhibitor is required to maintain the daily cleanliness of the rental booth space(s). The Exhibitor needing cleaning service must arrange for it through AAHA’s official supplier of such services. No other cleaning services will be allowed on the floor. Cleaning of booth(s) shall take place at times other than show hours. The Association will be responsible only for the cleaning of aisle space and public areas.

LIABILITY and CANCELLATION

Liability

The Exhibitor agrees to protect and keep the Association forever harmless from any damage or claim imposed for violation of any law or ordinance whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the Agreement between the Convention Center and the Association regarding the exhibit premises. Further, the Exhibitor shall at all times protect, indemnify, and keep harmless the Association and the Convention Center against and from any and all loss, costs, damages, liability, or expense arising from or out of any accident of any occurrence to anyone, including the Exhibitor, its agents, employees, and business invitees, which arise from or out of any reason of said Exhibitor’s occupancy and use of the Exhibit Hall or part thereof. Exhibitors are encouraged to insure themselves against property loss and/or damage and against liability for personal injury.

Cancellation or Prolongation of the Show

In the event that the Exhibit is canceled, postponed or relocated on account of fire, flood, riot, environmental or similar causes, including, but not limited to, severe weather conditions including but not limited to; snow, sleet, ice, rain, or earthquake, civil commotion, strike, lockout, labor disputes, foreign or domestic wars, or any other cause, the Exhibitor agrees to abide by the following rules and regulations to the EAC.

Exhibitor-Appointed Contractor (EAC)

Any Exhibitor requiring the use of labor services other than those provided through the official service contractor must notify the Association in writing no later than February 1, 2010, and must provide the following information with the written request:

1. Name and address of contractor;
2. A statement that the supervisor to be in attendance;
3. Certificate of insurance with limits satisfactory to the AAAH.

The Convention Center, Freeman and AAHA are to be named as additional insureds, (4) description of the work to be done, (5) evidence of any and all business permits and/or licenses that may be applicable by the State, County, or local authorities with respect to the work performed, and (6) the Exhibitor’s name and booth number. The Exhibitor using an EAC agrees to indemnify and hold harmless the Association, the Exhibit Hall Manager and their respective officers, directors, staff, employees and agents and all official contractors from any and all losses for any act, complaint, damage, or loss to or by the EAC, the Exhibitor, the property of any contractor or any consequential damages arising out of such a claim from the time the EAC arrives at the Exhibit Hall until the final move-out is complete. The Exhibitor further agrees that the Association may seek recovery of such losses, and shall be entitled to recover from the EAC if they do not fully comply with all rules and regulations set forth herein.

Once written permission has been granted by the Association, the Exhibitor agrees to provide a copy of these rules and regulations to the EAC.

Booth Maintenance

The Exhibitor is required to maintain the daily cleanliness of the rental booth space(s). The Exhibitor needing cleaning service must arrange for it through AAHA’s official supplier of such services. No other cleaning services will be allowed on the floor. Cleaning of booth(s) shall take place at times other than show hours. The Association will be responsible only for the cleaning of aisle space and public areas.

LIABILITY and CANCELLATION

Liability

The Exhibitor agrees to protect and keep the Association forever harmless from any damage or claim imposed for violation of any law or ordinance whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the Agreement between the Convention Center and the Association regarding the exhibit premises. Further, the Exhibitor shall at all times protect, indemnify, and keep harmless the Association and the Convention Center against and from any and all loss, costs, damages, liability, or expense arising from or out of any accident of any occurrence to anyone, including the Exhibitor, its agents, employees, and business invitees, which arise from or out of any reason of said Exhibitor’s occupancy and use of the Exhibit Hall or part thereof. Exhibitors are encouraged to insure themselves against property loss and/or damage and against liability for personal injury.

Cancellation or Prolongation of the Show

In the event that the Exhibit is canceled, postponed or relocated on account of fire, flood, riot, environmental or similar causes, including, but not limited to, severe weather conditions including but not limited to; snow, sleet, ice, rain, or earthquake, civil commotion, strike, lockout, labor disputes, foreign or domestic wars, or any other cause, the Exhibitor agrees to abide by the following rules and regulations to the EAC.

Exhibitor-Appointed Contractor (EAC)

Any Exhibitor requiring the use of labor services other than those provided through the official service contractor must notify the Association in writing no later than February 1, 2010, and must provide the following information with the written request:

1. Name and address of contractor;
2. A statement that the supervisor to be in attendance;
3. Certificate of insurance with limits satisfactory to the AAHA.

The Convention Center, Freeman and AAHA are to be named as additional insureds, (4) description of the work to be done, (5) evidence of any and all business permits and/or licenses that may be applicable by the State, County, or local authorities with respect to the work performed, and (6) the Exhibitor’s name and booth number. The Exhibitor using an EAC agrees to indemnify and hold harmless the Association, the Exhibit Hall Manager and their respective officers, directors, staff, employees and agents and all official contractors from any and all losses for any act, complaint, damage, or loss to or by the EAC, the Exhibitor, the property of any contractor or any consequential damages arising out of such a claim from the time the EAC arrives at the Exhibit Hall until the final move-out is complete. The Exhibitor further agrees that the Association may seek recovery of such losses, and shall be entitled to recover from the EAC if they do not fully comply with all rules and regulations set forth herein.

Once written permission has been granted by the Association, the Exhibitor agrees to provide a copy of these rules and regulations to the EAC.

Booth Maintenance

The Exhibitor is required to maintain the daily cleanliness of the rental booth space(s). The Exhibitor needing cleaning service must arrange for it through AAHA’s official supplier of such services. No other cleaning services will be allowed on the floor. Cleaning of booth(s) shall take place at times other than show hours. The Association will be responsible only for the cleaning of aisle space and public areas.

LIABILITY and CANCELLATION

Liability

The Exhibitor agrees to protect and keep the Association forever harmless from any damage or claim imposed for violation of any law or ordinance whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the Agreement between the Convention Center and the Association regarding the exhibit premises. Further, the Exhibitor shall at all times protect, indemnify, and keep harmless the Association and the Convention Center against and from any and all loss, costs, damages, liability, or expense arising from or out of any accident of any occurrence to anyone, including the Exhibitor, its agents, employees, and business invitees, which arise from or out of any reason of said Exhibitor’s occupancy and use of the Exhibit Hall or part thereof. Exhibitors are encouraged to insure themselves against property loss and/or damage and against liability for personal injury.

Cancellation or Prolongation of the Show

In the event that the Exhibit is canceled, postponed or relocated on account of fire, flood, riot, environmental or similar causes, including, but not limited to, severe weather conditions including but not limited to; snow, sleet, ice, rain, or earthquake, civil commotion, strike, lockout, labor disputes, foreign or domestic wars, or any other cause, the Exhibitor agrees to abide by the following rules and regulations to the EAC.

Exhibitor-Appointed Contractor (EAC)

Any Exhibitor requiring the use of labor services other than those provided through the official service contractor must notify the Association in writing no later than February 1, 2010, and must provide the following information with the written request:

1. Name and address of contractor;
2. A statement that the supervisor to be in attendance;
3. Certificate of insurance with limits satisfactory to the AAHA.

The Convention Center, Freeman and AAHA are to be named as additional insureds, (4) description of the work to be done, (5) evidence of any and all business permits and/or licenses that may be applicable by the State, County, or local authorities with respect to the work performed, and (6) the Exhibitor’s name and booth number. The Exhibitor using an EAC agrees to indemnify and hold harmless the Association, the Exhibit Hall Manager and their respective officers, directors, staff, employees and agents and all official contractors from any and all losses for any act, complaint, damage, or loss to or by the EAC, the Exhibitor, the property of any contractor or any consequential damages arising out of such a claim from the time the EAC arrives at the Exhibit Hall until the final move-out is complete. The Exhibitor further agrees that the Association may seek recovery of such losses, and shall be entitled to recover from the EAC if they do not fully comply with all rules and regulations set forth herein.

Once written permission has been granted by the Association, the Exhibitor agrees to provide a copy of these rules and regulations to the EAC.