

34th Annual Robert G. Martin, M.D. Symposium on Ocular Disease

Dates of Events:

Saturday, February 1, 2020
Pinehurst Resort
Pinehurst, North Carolina

and

Saturday, February 22, 2020
Koury Convention Center
Greensboro, North Carolina

Exhibitor's Participation Agreement – 2020

Thank you for your interest in the 34th Annual Robert G. Martin, M.D. Symposium on Ocular Disease ("the Symposium"). Booth space is offered to applicants only after approval by The Foundation for Eye Education, Inc. ("The Foundation"), which approval The Foundation may grant, deny, and/or revoke in its discretion. There are a limited number of booth spaces available for each event. To apply as an exhibitor, please submit both your completed and signed Exhibitor Application and your check for full pre-payment so that they are actually received by the Foundation on or before **January 22, 2020** for the Pinehurst and/or Greensboro event, to:

The Foundation for Eye Education, Inc.
Attention: Dawn Apple
2170 Midland Road
Southern Pines, NC 28387

The following are the terms that The Foundation has set in the interest of maintaining the quality and objectives of the Symposium. If you have any questions or concerns, please contact Dawn Apple at (910) 295-2100.

Exhibitor Fees:

- \$1,100.00 per assigned booth space for the Pinehurst event and \$1,100.00 per assigned booth space for the Greensboro event (for a total of \$2,200.00) if Exhibitor desires to exhibit at both events).
- Pre-payment of total fees with signed application must be actually received by The Foundation on or before the dates set forth above. There can be no exceptions to this requirement, as other businesses are applying for available booth space.
- Refunds will not be given for a cancellation or no-show by Exhibitor. Cancellation or no-show by Exhibitor may result in exclusion from future events.
- If an event is cancelled by The Foundation or due to inclement weather, the Foundation shall refund to Exhibitor the fees paid by Exhibitor for the event, and Exhibitor shall accept such refund in full satisfaction of any and all liability of The Foundation. If the event is rescheduled, the Foundation shall give Exhibitor an opportunity to commit to exhibit at the rescheduled event for the same fees.
- The Foundation is a taxable corporation. Fees paid by Exhibitor to the Foundation are not tax deductible for federal income tax purposes as charitable contributions. Please consult with your tax advisor to determine if fees paid are tax deductible as business expenses.

Booth Space:

- Booth assignments generally are given on a first come, first served basis, after Elite exhibitors are placed. The Foundation will make an effort to keep competing exhibitors away from each other. Notwithstanding the foregoing, The Foundation, in its sole discretion, shall determine the location of Exhibitor's booth space.
- The Foundation, in its sole discretion, may relocate Exhibitor's booth space at any time.
- Exhibits shall be arranged so as not to obstruct the general view or hide exhibits of others.
- Booth space shall be staffed by at least one representative of Exhibitor during the entire event.
- The Foundation shall provide Exhibitor with use of one exhibitor identification sign; one table; one draped, pleated skirt on three sides; and two chairs.
- The Foundation shall not be responsible for shipping materials to and from the event; storing materials before, during, or after the event; providing internet access; or providing electrical cords, outlets, or service. The same shall be the sole responsibility of, and at the sole cost to, Exhibitor.

Official Name Badges:

- Exhibit hall admission is by official name badge only. Representatives of Exhibitor are required to wear the official name badge at all times. Any person not wearing the official name badge will be asked to leave the exhibit hall.
- The Foundation shall provide to Exhibitor up to three (3) official name badges which are included in the exhibitor fees for the booth space. Additional official name badges may be purchased at the rate of \$10.00 per official name badge.
- Only representatives of Exhibitor are permitted to wear an official name badge.

Event Hours: 8:00 a.m. – 4:00 p.m.

Exhibitor Setup: 5:00 p.m. – 7:00 p.m. on the day before the event

- Exhibitor's booth must be set up, ready for business and, if necessary, for inspection by 7:00 a.m. on the day of the event.

Exhibitor Tear Down and Clean Up: 4:00 p.m. to 6:00 p.m. on the day of the event

- Exhibitor may not close, dismantle, tear down, pack, or move any part of your booth before the event is over.
- Exhibitor may not dispose of trash in the trash receptacles located at the event space, as these receptacles are for the public only. Exhibitor shall come prepared to contain and remove its trash. Exhibitor shall bring a broom and materials to clean Exhibitor's area of debris. Exhibitor shall bag all waste and take it with Exhibitor for proper disposal or recycling.
- Exhibitor shall remove its materials by 6:00 p.m. on the day of the event.
- Exhibitor shall leave the area as Exhibitor found it.

Liability and Insurance:

- The Foundation shall not be liable for loss or damage to property of Exhibitor or its representatives from theft, fire, accident, loss in transit, or other causes. Exhibitor acknowledges that The Foundation does not maintain insurance covering the same and that Exhibitor has the sole responsibility for maintaining any such insurance.
- Exhibitor and its representatives and guests shall not damage any part of the facilities, building, parking area, equipment or furnishings or the property of others.
- Exhibitor shall be liable for any personal injury or property damage caused in whole or in part by Exhibitor, its representatives, and its property and shall indemnify, defend, and hold harmless The Foundation and the resort/convention center for the same.

Conditions and Restrictions:

- Exhibitor shall comply with all laws, ordinances, rules and regulations of any lawful authority, agency, or governmental unit, including but not limited to any applicable fire, building, and health codes.
- Exhibitor shall comply with all hotel rules, regulations, and policies.
- All electrical displays and equipment must be wired in accordance with any and all governmental and hotel requirements.

- All exhibit materials shall be flameproof. Bottled gas or any other type of flame is not permitted.
- Exhibitor is solely responsible for obtaining and maintaining any and all required permits and licenses associated with its activities.
- Exhibitor is solely responsible for collecting and paying any and all sales taxes associated with its activities.
- All of Exhibitor's activities must take place in its assigned booth space. All exhibit printed materials, souvenirs, and other articles must be distributed within assigned booth space. Exhibitor is not permitted to distribute printed materials, souvenirs, or other articles in or around the registration area, education sessions, or exhibit hall entrance(s).
- Food and beverages, giveaways, and other promotional techniques may be utilized with prior authorization from the Foundation.
- If a hospitality suite is desired, it is the sole responsibility of Exhibitor. The hospitality suite may not be open at any time during education sessions, exhibit hall hours, or other Symposium events.
- Exhibitor shall not assign, sublet, or share its booth space, in whole or in part.
- Non-exhibiting businesses are not permitted in the exhibit hall, unless otherwise agreed by the Foundation in its sole discretion.
- Exhibitor shall not show goods or services other than those manufactured or provided by Exhibitor.
- Exhibits which in the opinion of the Foundation detract from the general character of the Symposium as a whole will be prohibited.
- The Foundation reserves the right to restrict exhibits which, because of noise, method of operation or any other reason, are objectionable to The Foundation.
- The Foundation reserves the right to remove from the event Exhibitor and its materials for breach of any provision of this Participation Agreement. In such event, there will be no refund of fees paid by Exhibitor.
- Exhibitor agrees to be photographed, videotaped or broadcast by The Foundation for the promotion of the event without requiring an additional consent from Exhibitor or any owner, officer, agent, volunteer or employee of Exhibitor.
- Neither this Participation Agreement nor any amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for the referral of any patient.

The Foundation and Exhibitor hereby agree that this Participation Agreement is a contract between The Foundation and Exhibitor and that terms not covered in this Participation Agreement are subject to the discretion of The Foundation.

EXHIBITOR:

Printed Name

Date

Printed Name of Authorized Agent

Signature of Authorized Agent

THE FOUNDATION:

The Foundation for Eye Education, Inc.

Signature of Authorized Agent

Date

- Submit both completed and signed Exhibitor Application and check for full pre-payment so that they are actually received by the Foundation on or before January 22, 2020 for the Pinehurst and/or Greensboro event, to:

The Foundation for Eye Education, Inc.
Attention: Dawn Apple
2170 Midland Road
Southern Pines, NC 28387

- Check should be made payable to "The Foundation for Eye Education, Inc." The Foundation's EIN is 83-2943836. If this Exhibitor Application is not granted, the check will be returned to Applicant.

Signature of Authorized Agent of Applicant

Date