

# COHMED Conference

January 22-26, 2024

Savannah, Georgia



## Exhibitor Contract Terms and Conditions

**CANCELLATION:** The Exhibitor specifically recognizes and agrees that CVSA will sustain losses in the event the Exhibitor fails to provide timely written notice of cancellation (by certified mail). In keeping with industry practice, the existence of such practice being hereby acknowledged by the Exhibitor, and because such losses cannot be precisely measured but include the credibility and costs associated with the inability to replace those canceling, advertising, redesigning of floor space, and the like. The Exhibitor agrees upon the following late cancellation assessment schedule as being in the nature of liquidated damages, which schedule is specifically designed to compensate CVSA for its losses and not constitute a penalty should the exhibitor fail to provide timely written notice by certified mail of cancellation of all or any part of its assigned exhibit space.

**CANCELLATION DURING THE PERIOD OF:**

Oct. 25-Dec. 1, 2023

Dec 4-22, 2023

Dec. 22, 2023

**ASSESSMENT:**

0%

50%

100%

Cancellations will be accepted only in accordance with the above schedule. There will be no refunds for cancellations after Dec. 23, 2023. Failure to make full payment of exhibit space rental fee by Dec.30, 2023, on a Contract filed prior to, or on, that date, will subject Exhibitor to cancellation of contract by CVSA, forfeiture of deposit made and liability for balance due. If exhibit space is not occupied by 10 a.m., Jan. 23, 2023, CVSA shall have the right to use the space. Renting by CVSA of an Exhibitor's canceled space shall not act to excuse Exhibitor from assessment.

**EXHIBIT HOURS:** Hours are as follows, but are subject to change:

- Monday, Jan. 22, 2024 – Move in from 9 a.m.-2:30 p.m.
- Monday, Jan. 22, 2024 – 3-5 p.m.
- Tuesday, Jan. 23, 2024 – 7 a.m.-5:30 p.m.
- Wednesday, Jan. 24, 2024 – 7 a.m.-4:30 p.m.
- Thursday, Jan. 25, 2024 – 7 a.m.-5:30 p.m.
- Friday, Jan. 26, 2024 – 7-10 a.m.
- Friday, Jan. 26, 2024 – Move out from 10 a.m.-12 p.m.

**ARRANGEMENT OF EXHIBITS:** One 6' table and 2 chairs, and one 110-volt outlet are provided without charge. All other furnishings, equipment, facilities, etc., will be provided by Exhibitor at their own expense and responsibility (they may at Exhibitor's discretion be obtained through official suppliers). No exhibitor shall assign, sublet, or share the whole or any part of the exhibit space allotted. All Exhibits must not exceed 6' x 6' in floor space to include the 6' table and 2 chairs. Exhibit height is restricted to a maximum of 8'.



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**REGISTRATION:** The Exhibitor acknowledges and agrees that each booth attendant must register separately and pay the applicable registration fee required to attend the conference.

## **GENERAL RESTRICTIONS:**

- Exhibitors are prohibited from using amplifying equipment that is objectionable to CVSA.
- Exhibitors must confine their activities to their contracted space.
- Exhibitors will not be permitted to use strolling entertainment or to distribute samples or souvenirs except from their own exhibits.
- Exhibitors who use costumed models/mannequins should be sure that their manner of appearance and dress does not offend even the most critical.
- Draping materials and other decorative materials must be flameproof and comply with all state and local regulations.
- CVSA has the right to require the modification of any questionable exhibit.
- “Cash and Carry” sales are not permitted on the exhibit floor.
- Exhibitors using music in their exhibit, either live or mechanical, must provide CVSA with a copy of Exhibitors licensing agreement with ASCAP, BMI, SESAC or other such licensing organization or must expressly warrant in writing to CVSA that no such license is required due to exemption under 17 U.S.C. § 110 (5) or other specified exemption. Further, should Exhibitor play music, Exhibitor agrees to indemnify and hold CVSA harmless from any action brought against CVSA by ASCAP, BMI, SESAC or other licensing organization for the playing of such music.
- Exhibitors are prohibited from serving alcoholic beverages or any other food and beverages without written approval from CVSA.

**LIABILITIES:** The Exhibitor agrees that CVSA, its agents, and employees, the Facility, its agents and its employees: (a) Will not be responsible for any damage to or for the loss or destruction of the Exhibitor's property or injuries to the Exhibitor, his representatives, agents or employees, all claims for any such loss, damage, destruction, or injury being expressly waived by the Exhibitor, (b) Will be exempted from or indemnified for any claims for injury to any of the Exhibitor's representatives, agents, or employees. The Exhibitor may be required to provide a certificate of insurance to CVSA.

Exhibitor shall also indemnify and save and hold harmless CVSA, Facility, and the Hotel's Owner, and their respective owners, managers, subsidiaries, affiliates, employees and agents from and against any cost, expense, liability, or damage which may be incident to, arise out of, or be caused by an act, omission, negligence or misconduct on the part of Exhibitor or its agents, employees, contractors, guests, licensees or invitees, provided such damage or injury has not occurred due to the negligence of CVSA, or Facility. Such indemnification shall not be limited to insurance required herein. CVSA, its agents and employees, will not be liable for failure to hold the Exhibits as scheduled. Payments for exhibit space will be returned in that event except any actual expense incurred in the connection with the Exhibits will be deducted if the Exhibits are called off because of fire, or any act of God, or the public enemy, or strike, or epidemic, or

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any law or regulation of public authority or any other act beyond the control of CVSA, which makes it impossible or impracticable to hold the Exhibition.

**INSURANCE:** Exhibitors shall insure their own exhibits and display materials. Exhibitors shall carry Public Liability Insurance with a \$1,000,000.00 combined single limit or bodily injury, accident, and property damage. Exhibitor shall obtain a waiver of subrogation, releasing the carrier's subrogation rights, from any insurance carrier, which carries fire, explosion or any other risk coverage insuring their property.

**HANDLING AND STORAGE:** The Facility will not accept or store exhibit materials or empty crates. The Exhibitor will make his own arrangements for delivery and receipt of shipments and storage of crates before move-in time. Fire regulations prohibit the storage of empty crates and cartons within the exhibitor's exhibit area.

**RULES AND REGULATIONS:** Exhibitors will abide by all other provisions of these rules and regulations, and with fire regulations and all other regulations of governmental agencies and the Facility. It is expressly understood and agreed by applicant that the Rules and Regulations of the Exhibit as issued or amended by CVSA are hereby made an integral part of the Contract and of the agreement between Applicant and CVSA for this reference and to the same extent and effect as if said Rules and Regulations were set forth in full in the contract.

**UNION RESTRICTIONS:** Exhibitors agree to abide by all local jurisdiction union requirements, if applicable, for work involving installation and dismantling of exhibit space.

**HEALTH POLICY:** CVSA has taken preventative measures to reduce the spread of communicable disease including but not limited to COVID-19 in accordance with the recommendations of local and state health authorities and the U.S. Centers for Disease Control and Prevention. All exhibitors commit to following all conference health and safety policies.