

This Application & Contract to participate in Emergency Nursing 2023 (“Event”) at the San Diego Convention Center (“Facility”) over September 21 - 24, 2023, including but not limited to move-in and move out dates (“Event Dates”) shall become effective when it has been submitted by the exhibiting company and accepted by the ENA. The individual submitting this Application & Contract represents and warrants that he/she is duly authorized to execute this binding Application & Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application & Contract by ENA, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application & Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between ENA and exhibiting company (“Exhibitor”).

### 1. ENA EVENT MANAGEMENT

Smithbucklin (“ENA Event Management”) will serve as manager of the exhibits in the Experience Hall (“Exhibit Hall”). Smithbucklin is responsible for assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment. Smithbucklin acts as a liaison between exhibitors, ENA and all official EN23 contractors. Smithbucklin will also manage sponsorships. If you have any questions about your exhibit booth, contact Smithbucklin directly.

**Smithbucklin**  
330 N. Wabash Ave  
Suite 2000  
Chicago, IL 60611 USA  
Phone: 312-673-5570  
Email: [exhibit@ena.org](mailto:exhibit@ena.org)

### 2. BOOTH RENTAL FEE

\$38.00/sq. ft. or \$3,800 per 10' x 10' booth  
\$550 corner fee

For purposes of this Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the “Exhibit Booth Fee.”

Exhibitor will be provided (4) complimentary Exhibitor badges per 10x10 sq. ft. of exhibit space purchased, see Section 16 for additional information.

The Exhibit Booth Fee includes a Standard Package with these benefits:

- 8' High Backwall Drape
- 3' High Sidewalls Drape
- Identification Sign
- Mobile App Company Listing
- Mobile App Appointment Scheduling Opportunities

### 3. ASSIGNMENT OF SPACE

For all Applications & Contracts received on or before Friday, September 23, 2022, space is assigned via Onsite Space Selection during Emergency Nursing 2022 at the Colorado Convention Center taking place September 30 – October 3, 2022.

For all Applications & Contracts received after the Onsite Space Selection is complete, space will be assigned on a first come, first-served basis.

The priority point system outlined below will be used to assign exhibit space during Onsite Space Selection for Applications & Contracts received on or before Friday, September 23, 2022.

ENA priority points are awarded as follows:

- Point for each 10' x 10' booth for the current year
  - For EN22, each exhibitor will receive (2) points for participating
- Sponsorship points based on the dollar amount spent during EN22:
  - (6) Points - \$25,000 or more
  - (5) Points - \$20,000 to \$24,999
  - (4) Points - \$15,000 to 19,999
  - (3) Points - 10,000 to \$14,999
  - (2) Points - \$5,000 - \$9,999
  - (1) Point - \$0 - \$4,999

There is a one-year grace period for not exhibiting. If your company does not exhibit for two consecutive years, all accumulated points are then forfeited.

If there is a priority point tie, a lottery will be held to see which company selects first. Because it is nearly impossible to contact all exhibitors for new selections of booth space, ENA reserves the right to assign the next most suitable space when the requested space is not available. ENA also reserves the right, at its sole discretion, to modify the floor plan to accommodate space sales or to avoid conflicts, and, should conditions dictate, ENA reserves the right to adjust the floor plan and relocate exhibit booths as necessary. If deposit payment is not received with contract prior to space selection, your company will not be included in the priority point assignment. The preferences given for booth space locations are guidance and are not guaranteed by ENA.

If an Exhibitor is acquired by another exhibitor after their initial space selection, the acquired exhibitor can move to the acquiring exhibitor's booth without any financial liability. Alternatively, the acquired exhibitor may retain its contracted space to exhibit its own products and also may display the company name of the acquiring exhibitor but not the acquiring exhibitor's products.

Exhibitor should frequently review its space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. ENA anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

ENA will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, Exhibitor shall submit a written request, including the requested size of space to [exhibit@ena.org](mailto:exhibit@ena.org). Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by ENA.

ENA reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

#### **4. PAYMENTS, CANCELLATIONS & REFUNDS**

Exhibitor must remit a 100% percent of their total fees within 30 days of receipt of their invoice from ENA Event Management. Full payment must be received on or before Friday, August 22, 2023, regardless of Applications & Contract submission date. ENA reserves the right to reassign an exhibit booth space if the Exhibitor fails to remit 100% payment by the deadline date.

Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Checks must be payable to ENA and can be remitted to the following address via the U.S. Postal Service:

Emergency Nursing Association (EN23 Exhibits)  
 P.O. Box 7078  
 Carol Stream, IL 60197-7078

Alternatively, Exhibitor may remit via overnight courier (e.g., FedEx) to the following address:

Emergency Nursing Association (EN23 Exhibits)  
 930 E. Woodfield Road  
 Schaumburg, IL 60173

For ACH/wire payments, please email [exhibit@ena.org](mailto:exhibit@ena.org) for remittance instructions.

ENA reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official EN23 contractors to deny goods and services.

**5. CANCELLATION OF FULL OR PARTIAL SPONSORSHIP**

Cancellation of sponsorship must be directed via email to [exhibit@ena.org](mailto:exhibit@ena.org). Full payment is required and no refunds whatsoever will be made on cancellations of sponsorship. Should a Sponsor cancel even partial sponsorship on or after contract signing, the Sponsor is responsible for the 100 percent of the total Sponsorship fee. Rollover to future Emergency Nursing events will not be permitted.

**6. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR**

Cancellation of exhibit space must be directed via email to [exhibit@ena.org](mailto:exhibit@ena.org). For cancellations of space received between the initial space selection and March 31, 2023, Exhibitor is responsible for, and ENA shall be entitled to retain, 50 percent of the total Exhibit Booth Fee as a cancellation fee.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space on or after April 1, 2023. Should an Exhibitor cancel even partial space on or after April 1, 2023, the Exhibitor is responsible for the 100 percent of the total Exhibit Booth Fee as a cancellation fee.

Notwithstanding the foregoing, Exhibitor will have no right to cancel all or any portion of assigned exhibit space or this Contract subsequent to ENA's cancellation of the Event pursuant to Section 7. Rollover to future Emergency Nursing events will not be permitted.

**7. CANCELLATION OR CHANGES TO EMERGENCY NURSING 2023 BY ENA**

If for any reason beyond ENA's control ENA determines that Emergency Nursing 2023 must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that ENA shall not refund any amounts Exhibitor paid towards the Exhibit Booth Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of ENA or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to ENA for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by ENA to be an Exhibitor in the Event, agrees to indemnify, defend and hold harmless ENA, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside ENA's control. The terms of this provision shall survive the termination or expiration of this Contract.

All Exhibit Booth Fees will automatically transfer to the EN23 digital access event if ENA moves to a completely virtual conference.

**8. ELIGIBILITY TO EXHIBIT**

ENA reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of ENA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should ENA determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), ENA may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor.

**9. SUBLETTING OF EXHIBIT SPACE PROHIBITED**

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of Emergency Nursing 2023 as determined by ENA in its sole discretion.

**10. PROMOTIONAL ACTIVITIES**

Further, Exhibitor shall not engage in any promotional activities which ENA determines to be outside the purpose and/or character of the Emergency Nursing 2023 as determined by ENA in its sole discretion.

#### **11. RETAIL SALES**

No retail sales, where payment is received and product delivered, are permitted in the exhibit hall of the Event ("Exhibit Hall") at any time. Payment and/or orders may be taken for future delivery.

#### **12. INTELLECTUAL PROPERTY MATTERS**

The Exhibitor represents and warrants to ENA that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify ENA of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold ENA, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, ENA, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

#### **13. USE OF ENA NAME**

ENA, Emergency Nursing 2023, and Event logo are registered trademarks owned by the ENA. Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at the Emergency Nursing 2023. Participation in the Event does not imply endorsement or approval by ENA of any product, service or participant and none shall be claimed by any participant.

#### **14. SET-UP TIME**

Set-up of exhibits begins in the Facility at 1:00 pm Wednesday, September 20. If an exhibit is not set-up by 4:30 pm, Thursday, September 21, ENA reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. ENA reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. ENA reserves the right to modify move-in/Exhibit Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes. No refund will be made to the original contracting Exhibitor with respect to ENA's election of any rights under this Section 14.

#### **15. EVENT HOURS**

Friday, September 22 from 11:00 am – 3:30 pm  
Saturday, September 23 from 11:00 am – 3:30 pm

#### **16. DISMANTLING OF EXHIBITS**

Exhibits are to be kept intact until the closing of the Exhibit Hall on Saturday, September 23 at 3:30 pm. No part of an exhibit shall be removed during the Exhibit Hours without special permission from ENA. Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall may lose part or all of its priority points and may entirely lose the privilege of exhibiting at future ENA events.

All freight must be removed from Facility by 12:00 pm, Sunday, September 24. If exhibits are not removed by this time, ENA reserves the right to remove exhibits and charge the expense to Exhibitor and ENA shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

#### **17. BADGES**

Exhibitor will be provided (4) complimentary Exhibitor badges per 10x10 sq. ft. of exhibit space purchased which include access to the Exhibit Hall. Exhibitor badges are for Exhibitor's full and part time employees or contractors. Exhibitor badges allow access to the Exhibit Hall during the following move-in, Exhibit Hours and move-out:

Wednesday, September 20 from 1:00 pm – 4:30 pm (move-in)  
Thursday, September 21 from 8:00 am – 4:30 pm (move-in)  
Friday, September 22 from 8:00 am – 3:30 pm (show day 1)  
Saturday, September 23 from 9:00 am – 8:00 pm (show day 2 and move-out)  
Sunday, September 24 from 8:00am – 12:00pm (move-out)  
*\*Times subject to change*

Event attendees do not have access to the Exhibit Hall until Friday, September 22 at 11:00 am. Should Exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of ENA, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future ENA events. ENA reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

#### **18. MINIMUM AGE FOR ADMISSION**

Children under the age of 16 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of 16 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

#### **19. EXHIBITOR LIABILITY**

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither ENA, its directors, officers, employees, agents, subcontractors, nor Smithbucklin, (collectively "Event Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF EVENT MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

#### **20. INDEMNIFICATION**

Exhibitor agrees that it will indemnify, defend and hold Event Management, ENA, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Event Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Event Management. Exhibitor agrees that if Event Management or ENA is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON EVENT MANAGEMENT OR ENA BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

#### **21. INSURANCE**

Exhibitor is required to maintain and to provide a certificate of insurance to ENA Event Management on or before August 4, 2023, evidencing the following:

- (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- (c) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$1,000,000
- (f) Personal property and equipment on a special form replacement cost basis

ENA, Smithbucklin Corporation and the San Diego Convention Center, are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Exhibitor will not be permitted to set up its booth prior to submitting the proper certificates. Certificates should be sent to:

ENA Event Management

C/O Smithbucklin  
330 N. Wabash Ave.  
Ste. 2000  
Chicago, IL 60611 USA

## 22. USE OF SPACE — GENERAL

- (a) Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. ENA also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by ENA Event Management as not suitable for display at Emergency Nursing 2023.
- (b) Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- (c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- (d) Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.
- (e) Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved with ENA. Details should be submitted to ENA Event Management via email to [exhibit@ena.org](mailto:exhibit@ena.org) at least 10 business days prior to the start of the Event. ENA reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.
- (f) ENA allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of ENA. Exhibitor must abide by all California/ San Diego County/City of San Diego statutes and regulations regarding drawings, games of chance and raffles.
- (g) No animals are permitted in the Facility other than service animals.
- (h) Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in June. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email [exhibit@ena.org](mailto:exhibit@ena.org).
- (i) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Event Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV  
950 Pennsylvania Avenue, NW  
Washington, D.C. 20530 USA  
800-514-0301 (voice) 800-514-0383 (TTY)  
[www.ada.gov](http://www.ada.gov)
- (j) Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Exhibit Hours. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.
- (k) onPeak is the only official housing vendor for the Event and other companies may not provide the prices, service and reliability available from onPeak. If you are contacted by ANY company except onPeak about hotel reservations for

Emergency Nursing, please inform ENA Event Management at [exhibit@ena.org](mailto:exhibit@ena.org). ENA shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.

- (l) All booth personnel must be properly and modestly clothed.
- (m) Exhibitor is permitted to serve food and non-alcoholic beverages in its booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender but all beverages and food must be ordered through the Facility's caterer. ENA will have specific break and snack items available for sponsorship that will not be available for purchase except through sponsorship at EN22.
- (n) Exhibitor is permitted to provide alcoholic beverages in its booth, however details should be submitted to ENA Event Management via email to [exhibit@ena.org](mailto:exhibit@ena.org) at least 30 business days prior to the start of the Event for review and approval. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and must be ordered through the Facility's caterer.
- (o) The official in-house caterer at the Facility is the exclusive provider of food and/or beverage items at the Facility. If requested, Centerplate will allow Exhibitor to bring its own food and/or beverage into the Facility for the sole purpose of equipment demonstration, provided the Exhibitor has signed and submitted Centerplate sampling and waiver of liability form which can be found in the Exhibitor Services Manual or by emailing [exhibit@ena.org](mailto:exhibit@ena.org). If the Caterer is required to handle, store, refrigerate, transport, deliver, prepare, or service any of the demonstration food and beverage product brought in by the Exhibitor, charges will apply. Only food and/or beverages used for Exhibitor's equipment demonstration will be permitted.
- (p) All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual.
- (q) Exhibitor, at ENA's sole discretion, is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the ENA, its employees and contractors may take photographs/videos, which could include images of Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the ENA and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that ENA is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have relating to or arising from the images or their use.
- (r) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- (s) Hanging signs are permitted in all peninsulas, modified peninsulas, split islands and island booths to a maximum height of (16') (4.88 m) to the top of the sign. Hanging signs are NOT permitted in inline or perimeter booths.
- (t) All exhibit fixtures and booth structures are permitted to a maximum height of (16') (4.88 m) in all peninsulas, modified peninsulas, split islands and island booths.
- (u) All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in all perimeter booths. All exhibit fixtures and booth structures are permitted to a maximum height of (16') (4.88 m) in all peninsulas, modified peninsulas, split islands and island booths. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations as outlined in the Appendix.
- (v) If Exhibitor occupies an Island, Split Island, Peninsula or Modified Peninsula space, Exhibitor must submit a detailed floor plan, including dimensions, to ENA Event Management for review and approval by Friday, August 12. If Exhibitor received a written booth violation notice at the Event in 2022, Exhibitor must submit a detailed floor plan, including dimensions, to ENA Event Management for review and approval by Friday, August 12. Floor plans should be submitted via email to [exhibit@ena.org](mailto:exhibit@ena.org).
- (w) Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

### **23. USE OF SPACE — LIGHTS/ AUDIO / VEHICLES ETC.**

- (a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- (b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- (c) No strobe light effects are permitted.
- (d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- (e) Loud speakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- (f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to ENA Event Management for review and approval by Friday, August 12.
- (g) Vehicles may not be displayed without prior written approval from ENA and the Public Safety Department of the Facility.

### **24. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA**

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Exhibit Hours or any function sponsored in connect with the Event without prior notice to and approval by ENA.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by ENA.

### **25. HOTEL ROOMS, SUITES & MEETING ROOMS**

ENA reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the ENA housing block. These controls have already been set up with each property. The Ancillary & Meeting Space Request Form should be used to submit requests for function space, including meeting and hospitality rooms. You also may submit your application for meeting space online on the 'Exhibitor Resource' page of the website. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Exclusive Exhibit Hours or Networking Functions (September 20 from 5:30pm – 8:00pm; September 21 from 8:00am – 8:00pm; September 22 from 8:00am – 10:00pm; September 23 from 8:00am – 7:00pm; & September 24 from 8:00am – 11:30am). No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of Emergency Nursing 2023 are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with ENA.

### **26. ATTENDEE LISTS**

Attendee lists from the Event are distributed only to exhibiting companies, other official partners and attendees. Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of ENA. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold ENA, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.



## **27. FIRE REGULATIONS**

- (a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the San Diego County Fire / Fire Protection District.
- (b) If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the San Diego County Fire / Fire Protection District and from ENA.
- (c) A complete list of all fire regulations is included in the Exhibitor Services Manual. The San Diego County Fire / Fire Protection District the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

## **28. LABOR RELATIONS**

- (a) Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from the local union if it is 100 sq. ft. or less and is done under a half an hour without the use of tools. Any labor services that may be required beyond what Exhibitor's regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through GES. Proof of full-time employment status may be requested by the Union Steward of any personnel working in Exhibitor's booth.
- (b) If Exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, Exhibitor must register their EAC no later than Friday, August 12. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with ENA in order for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to wear both a Facility Access Credential and individual Event credential at all times.
- (c) Exhibitor may hand carry its own materials into the exhibit facility if it is one person, one trip. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. GES controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor. A dock is provided for use by privately operated vehicles.

## **29. EXHIBITOR SERVICES MANUAL**

In June, GES will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Exhibit Hours and dismantle.

## **30. WARRANTIES**

ENA makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, ENA, or their respective employees, agents or contractors.

## **31. AMENDMENTS/ INTERPRETATION**

ENA reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Exhibitor. Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. ENA reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitor, in the sole interpretation of ENA shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of ENA.

## **32. ENFORCEMENT/ MISCELLANEOUS**

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or ENA. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

**33. LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE FACILITY, EMERGENCY NURSING 2023, ENA, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "ENA PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION & CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION & CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE ENA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT ENA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE ENA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY ENA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.