**Terms and Conditions of the Georgia Chiropractic Association’s
111th Annual Fall Conference & Trade Show Contract**

1) WHO MAY EXHIBIT – GCA’s 111th Annual Fall Conference and Trade Show (the “Show”) is designed for suppliers and partners of the chiropractic profession. GCA reserves the right to determine eligibility of any applicant as an Exhibitor or of any product proposed for exhibition, up to and including the dates of the Show. GCA may, in its sole discretion, determine that certain organizations are ineligible to exhibit due to the objectionable nature of their products, services or special interest. Outstanding GCA accounts must be paid in full before any firm shall be allowed to exhibit.

2) ASSIGNMENT OF EXHIBIT SPACE – After GCA partners and exhibitors at Spring Conference have chosen a booth space, assignment of space shall be made on a first come, first serve basis. GCA reserves the final decision and right, in the best interest of the Show, to amend the floor plan, assign, or relocate selected space in areas other than that selected by Exhibitor without any liability to GCA. Exhibitors not in compliance with GCA payment schedules shall forfeit their reserved space which may then be reassigned.

3) COST OF EXHIBIT SPACE – The cost of the exhibit spaces is noted in the application. Cost includes: 8x8 booth, six-foot table, two chairs, exhibitor standard draping, booth identification sign and waste basket. Only one company name per booth shall be listed on the booth sign or in on-site materials. Exhibit space is forfeited if payment in full not received by September 15, 2023. GCA has the right to sell the space to other Exhibitors at that time. All exhibit space reserved on or after September 15, 2023 shall be paid in full immediately. Exhibit space shall not be held without payment. Exhibitors not in compliance with this payment schedule shall forfeit their held space, as well as their rights to special convention rates, and shall pay regular exhibit fees. No exceptions shall be made. **Only one company is permitted to exhibit per booth.** **Any exhibitor allowing a representative from another company to exhibit at their booth may be asked to leave and forfeit their booth fees.**

4) BOOTH PERSONNEL – All booth representatives must register. Exhibitors are allowed four (4) Show badges per 8’ x 8’ booth space rented, unless Exhibitor is a GCA Platinum, Gold, Silver or Bronze Partner. Name badges must be worn at all times.

5) CHILDREN – Children age 17 and under may attend the Show at no charge. Children who are not confined to a stroller (i.e., anyone who can walk) must be properly badged. Children are not permitted on the Show floor during Exhibitor set-up and tear-down times.

6) EXHIBIT HOURS/SET UP – Set up is scheduled for 5-8 PM Thursday, October 12 or between 7-8 AM on Friday, October 13. **In their own best interest, and for security, Exhibitors should have an attendant at their booths during all open hours.** **GCA reserves the right to move an unmanned booth to a different area.** Schedule is as follows:

Oct. 12, 5-8 PM: Exhibitor Set-up

Oct. 13, 8 AM – 7:30 PM: Show Floor Open

Oct. 14, 8 AM – 5:30 PM: Show Floor Open

Oct. 15, 8 AM – Noon: Show Floor Open

Oct. 15, Noon – 2 PM: Tear Down

7) EXHIBITOR REPRESENTATIVES’ RESPONSIBILITIES – Each Exhibitor must name at least one person to be his/her representative in connection with installation, operation and removal of exhibit. Such representatives shall be authorized to enter into such service contracts as may be necessary, and for which the Exhibitor shall be responsible.

8) CANCELLATION – An Exhibitor may cancel or withdraw from the Show subject to the following conditions: a. The Exhibitor shall file a written notice of intention to cancel or withdraw. b. If GCA receives written notice of cancellation or withdrawal before September 15, 2023 GCA shall refund 100% of funds received. c. If GCA receives written notice of cancellation or withdrawal on or after September 15, 2023 no refund shall be made regardless of reason. d. GCA reserves the right to reassign cancelled booth space.

9) ARRANGEMENT AND MAINTENANCE OF EXHIBITS – Exhibit(s) shall be arranged so as to avoid obstructing the general view of the other exhibits in the Show area. Exhibits must be self-contained within the booth area assigned, and chairs, furniture, or exhibit materials are NOT to be placed outside the booth area. Demonstrations are permitted only within the confines of the individual Exhibitor’s booth. No interference with normal traffic flow and infringement of neighboring exhibits shall be permitted. Maximum height of inline booth permitted is eight (8) feet. The full height of the back walls may extend from the back of the booth to five (5) feet forward. Maximum height for the front five (5) feet of the exhibit booth shall not be higher than three (3) feet. Display material exposing an unfinished surface to neighboring booths is strictly prohibited. Nothing shall be posted, tacked, screwed, or otherwise attached to columns, walls, floors or other parts of the facility or furniture. Exhibitors may not apply paint, lacquer, adhesive, or any other coating to building walls and floors or to standard booth equipment. Exhibitor shall be liable for any damage caused by fastening displays or fixtures to building floors, walls, or to standard booth equipment or for damage caused in any other manner. In the event of damaged property, GCA reserves the right to designate the contractor for repair. Exhibitor shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilation, or air conditioning systems or portions thereof, or to the public areas adjacent thereto, or to the street or sidewalks adjoining. Any changes required to protect the facility in the opinion of GCA shall be at the expense of the Exhibitor. Service for the cleaning of the aisles shall be provided.

10) EXHIBITOR SERVICE MANUAL – Exhibitor Service Manuals shall be available online prior to the Show. The Exhibitor Service Manual shall contain information integral to participation at the Show, including, but not limited to, additional Exhibitor and display rules and regulations, procedures, exhibit and Show schedule, registration, official service contractor order forms, security, plants, shipping and drayage, utilities, and Exhibit Facility services.

11) CHARACTER OF DISPLAYS – Distribution of samples and printed matter of any kind, or any promotional material, is restricted to the confines of the exhibit booth. No noise makers or anything not in keeping with the high standards of GCA may be distributed or utilized by an Exhibitor in the exhibit area.

12) OBJECTIONABLE DISPLAYS – GCA reserves the right to reject or terminate exhibit privileges of any Exhibitor including personnel in whole or in part, which because of notice, conduct of personnel, method of operation, materials, violations of Show rules, or for other causes which GCA believes are not compatible with the purpose of the Show, or any other reason in the opinion of GCA, without liability for any refunds or other expenses incurred. If cause is not given, liability shall not exceed the refund to the Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reason, GCA shall have no liability for any refund or other expenses incurred.

13) DRESS OF EXHIBITORS – Exhibitors shall be appropriately dressed in business attire. Costumes associated with the theme of the Show are encouraged and acceptable.

14) HOSPITALITY FUNCTIONS/OUTSIDE EXHIBITS – Without express written approval of GCA, Exhibitors are prohibited from scheduling private functions, cocktail parties, special events or other hospitality functions during official Show hours or during hours when a GCA activity is being held. Exhibitors shall not display products/services and/or other advertising material in areas outside their booth space including, but not limited to, parking lots, hotel lobbies, lounges, and corridors, without express written approval from GCA.

15) SMOKING shall not be allowed in the Exhibit Facility.

16) ALCOHOLIC BEVERAGES – Exhibitors shall not be permitted to sell, serve, or give away alcoholic beverages in the Exhibit Facility without the express written approval of GCA.

17) COMPLIANCE WITH LAWS – Exhibitor shall be solely responsible for obtaining any and all necessary licenses and permits. Exhibitors shall bear responsibility for compliance with any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, including the Policies, Rules and Regulations of the Exhibit Facility, regarding the installation, dismantle and operation of the exhibit. This information is included in the Exhibitor Service Manual.

18) AMERICANS WITH DISABILITIES ACT – Exhibitor represents and warrants that its exhibit and product/service information shall comply with the Americans with Disabilities Act, its regulations and guidelines (collectively “ADA”). Exhibitor shall indemnify, defend and hold harmless GCA, its directors, officers, agents, and representatives from and against any and all claims and expenses, including attorney’s fees and costs, arising out of or related to Exhibitor’s breach of this provision or noncompliance with any provision of the ADA.

19) LIABILITY, INSURANCE AND WAIVER OF SUBROGATION – GCA and the Exhibit Facility shall not be held responsible for the safety of exhibits and property owned or rented by Exhibitor against fire, theft, or property damage, or for accidents to Exhibitors or their employees from any cause prior to, during or subsequent to the period covered by the exhibit Contract. Exhibitors shall obtain, at their own expense, adequate insurance against any such injury, loss or damage. The Exhibitor waives the right of subrogation by its insurance carrier(s) to recover losses sustained under Exhibitor’s insurance contracts for real and personal property. Exhibitor shall list GCA as an additional insured on its liability policies for the period beginning with installation of the booth through dismantling the booth.

20) INDEMNIFICATION – Exhibitor shall indemnify, defend and hold harmless the Exhibit Facility, GCA, its officers, directors, agents, and representatives against and from any and all losses, costs, damages, liability, or expenses (including attorney’s fees) arising from or by reason of any accident, bodily injury, property damage or other claims or occurrences to any person, including Exhibitor, its employees, agents, contractors, or any business invitees, arising out of or related to Exhibitor’s occupancy or use of the Show premises in the convention or in and adjacent to the Exhibit Facility, including storage and parking areas. The terms of this provision shall survive the termination or expiration of this Contract.

21) FORCE MAJEURE - Should any circumstance beyond the control of, and not the fault of, GCA prevent or materially affect the Show from being held as scheduled, or the exhibit space not being available for uses herein specified, due to war, governmental action or order, act of God, fire, weather events, curtailment of transportation facilities, strikes, labor disputes, disease, or epidemic, this Contract shall immediately terminate.

22) SUBLEASING – Exhibitors may not sublet, sub-divide or assign their space, or any part thereof, without the express written approval of GCA.

23) COPYRIGHTED WORKS - Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc. which may be required for it to broadcast, perform or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend and hold harmless GCA, its directors, officers, agents, and representatives from and against any and all claims and expenses, including attorney’s fees and costs, arising out of or related to Exhibitor’s breach of this provision. The terms of this provision shall survive the termination or expiration of this Contract.

24) EXHIBIT SERVICE CONTRACTOR – The official Show service contractor selected by GCA is Cherry Convention Services (“Service Contractor”). The Service Contractor shall handle the drayage from the drayage warehouse to the Exhibitor’s booth; remove crates and empty cartons; return them at the end of the Show; deliver packed goods to the loading dock of the Exhibit Facility or hotel; and load the items onto transport vehicles. All costs of shipping, cartage, and handling are to be borne by the Exhibitor. All additional services not listed in Section 3 of this Contract and required by Exhibitors should be ordered directly from the Service Contractor. Each Exhibitor shall receive from the Service Contractor an Exhibitor’s Service Manual, as described in Section 10 above, containing the appropriate order forms. These additional services are not part of this Contract and must be ordered and paid for separately. The exhibiting company accepts all responsibility for the Exhibitor’s appointed service contractor’s actions or omissions that cause damage or injury, and hold GCA harmless from any liability. To facilitate movement in and out of the Exhibit Facility and to ensure proper delivery, it is essential that all shipments by the Exhibitor be consigned to arrive no later than the date designated by the service contractor. The Exhibit Facility has no facilities for receiving or storing advanced shipments. Therefore, all shipments which must arrive earlier than move-in day should be consigned to the warehouse address of the exhibit contractor. In the receipt, handling, care, and custody of property of any kind shipped or otherwise delivered to the Show, either prior to, during or subsequent to the use of the exhibit space by Exhibitor, GCA and its officers, directors, agents, and representatives shall not be liable for any loss, damage or injury to such property.

25) CHANGES – GCA reserves the right to make any reasonable changes in the rules necessary to insure the health and safety of those in attendance, the Exhibitors, the significance of the Show, and the harmony of operation. Exhibitors shall be advised of any such changes by written bulletin, and such changes shall be binding. If there is any conflict between this Contract and any subsequent rule changes made by written bulletin, the written bulletin shall control.

26) ENFORCEMENT – Any exhibitor found in violation of any of the above terms and conditions may be asked to leave the show and forfeit any monies paid. GCA may choose to exclude said exhibitor from future shows.

Accepted by: Date:

\_\_\_\_\_\_\_\_ Arturo Muñoz \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_06/29/23\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_Barbour Orthopaedics & Spine\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company