SAO/SWSO 2024 ANNUAL SESSION MEETING TERMS AND CONDITIONS

The Southern Association of Orthodontists (SAO) and Southwestern Society of Orthodontists (SWSO) reserves the right to update the terms and conditions, including the event times, up until the start of the Annual Session.

*All Exhibitors who submit contracts agree to abide by the following terms:

Space Rental Information - Exhibitors can rent a table top booth or a minimum of a 10' x 10' space in the exhibit hall. Table top booth includes a 6' skirted table and 2 chairs and the exhibitor is limited to the space of the table for exhibit display. A 10' x 10' booth configuration does not include furniture and will have a 8'-high back drape and a 3'-high side rail. Exhibitors can ship furniture or rent furniture through Shepard as outlined in the exhibitor services kit.

Payment - Payment is due at the time of registration. If paying by check, booths will NOT be confirmed until the check is received. No space will be confirmed without receipt of payment. **Payment in full is due no later than February 1, 2024.** SAO/SWSO reserves the right to cancel any unpaid space after February 1, 2024 and resell the space.

Funds payable in U.S. dollars to Southern Association of Orthodontists. Credit Card, ACH, Wire Transfer and Check Payments Accepted

SAO EIN#64-0522071

Cancelations and Refunds - Any cancelation requests must be received in writing and refunds will follow the rubric below. If SAO/SWSO is unable to hold this event in-person, exhibitors who have made payments will be refunded. It is the responsibility of exhibitors to cancel any other associated reservations, such as hotel or airline bookings.

If circumstances, including facility availability make it impractical to conduct the Annual Session and/or occupy the contracted space, this contract will be terminated and exhibitors agree to waive any claims for damages or compensation. In the event the in-person event cannot take place, all paid exhibitors will be eligible for a refund within 60 business days.

Refunds for canceled space and/or sponsorship will be given as follows:

- 1. If booth or sponsorship is canceled prior to February 1, 2024, a full refund will be issued.
- 2. If booth or sponsorship is canceled between February 1, 2024 May 31, 2024, the SAO and SWSO will retain 25% of the total exhibition cost.
- 3. If booth or sponsorship is canceled between June 1, 2024 August 28, 2024, the SAO and SWSO will retain 50% of the total exhibition cost.
- 4. If a booth or sponsorship is canceled after August 28, 2024, the SAO and SWSO will retain 100% of the total exhibition cost.

Eligibility for Exhibitors - The SAO and SWSO will consider all exhibit contracts based on the following criteria and reserves the right to reject an application for any reason whatsoever at their sole discretion:

- 1. Manufacturers, suppliers and distributors of orthodontic products and services.
- 2. Manufacturers, suppliers and distributors of products and services that benefit orthodontics.
- 3. Manufacturers, suppliers and distributors of products and services that are considered by the SAO/SWSO to be of general interest to Annual Session attendees.
- 4. Providers of professional, financial, consulting and miscellaneous services that are considered by the SAO/SWSO to be of general interest to Annual Session attendees.
- 5. Only dental-related companies who do not engage in, or provide material support for or to, teledentistry services that do, in the SAO/SWSO's sole discretion, meet the necessary standards of patient care and/or safety, including but not limited to requiring sufficient supervision (both in-person and/or otherwise) by a licensed dentist and/or orthodontist, will be permitted to exhibit.
- 6. Nonetheless, the SAO/SWSO reserves the right to prohibit any exhibitor at its sole discretion, regardless of whether it meets any of the above requirements.

Rejected Contracts - In the event an exhibit contract is not accepted by the SAO/SWSO, payment for the exhibit space will be refunded to the applicant.

EXHIBITOR SPACE ASSIGNMENT

Exhibitor Space Assignments - The SAO/SWSO reserves the right to limit the amount of square feet purchased by any single exhibitor in order to preserve the diversity of the Exhibit Hall. The SAO/SWSO also has the right to limit the number of exhibitors of similar products or services. The SAO/SWSO reserves the right to assign exhibitors within the Exhibit Hall according to the type of products or services exhibited.

2024 sponsors have first priority for location as space is available. Assignments will be based on the level of sponsorships and order contracts are received with the deposit, as space is available. SAO/SWSO as the meeting host reserves the right of assignment and/or to relocate previously assigned space. Space cannot be assigned, sublet, or otherwise disposed of without consent of SAO/SWSO. Any space not claimed and occupied may be reassigned by SAO/SWSO without refund.

REGISTRATION: Each exhibit booth may include up to two complimentary registrations for exhibitor personnel, additional may be purchased. All exhibit personnel must wear an official meeting name badge while exhibiting. Only employees of the exhibiting company may receive complimentary exhibitor registration. The transfer of a badge to non-employee attendees may bar involvement from this and future meetings.

Set-up & Dismantling Restrictions: Exhibits must be arranged so as not to obstruct the general view or hide the exhibits of others. Any additions or improvements to booth/table-top, such as electrical or internet services, will be at the exhibitor's expense and must comply with fire department and underwriter rules. The aisles, passageways and overhead spaces remain strictly under the control of SAO. Items will only be permitted in these areas by special permission of SAO. All items left in hall after dismantling hours will be disposed of or handled at the hotel's discretion at exhibitor's expense. The exhibitor must surrender display space in the same condition as it was before occupied. No smoking, helium balloons or flammable materials are allowed. Compliance with local fire and state tax ordinances is required.

Sound: Exhibit noise may not interfere with the display and conversation of other exhibitors. The use of music in the exhibit area requires an appropriate license from BMI, ASCAP or other similar licensing organizations.

BOOTH PERSONNEL CONDUCT

Conduct – Exhibitors and their agents are expected to always act in a professional manner. Any disruptions or unacceptable conduct may result in ejection from the Exhibit Hall with no refund of space rental fees. Under no circumstances is it appropriate for any exhibitor to photograph or record another exhibitor's booth or products. Any exhibitor caught doing so will be permanently dismissed from the exhibit hall with no refund of their exhibit charges.

Exhibitor Staffing – All exhibits must be staffed throughout the official open hours of the Exhibit Hall. Exhibitors are required to open and close their exhibits according to the official exhibit hours. Exhibitors will NOT be allowed to tear down their booth space early.

Solicitations by Non-Exhibitors – Only registered attendees and exhibitors are allowed in the Exhibit Hall or other programs related to the Annual Session. Violators of this policy will be promptly dismissed from the Annual Session and will not be eligible to participate in future SAO/SWSO exhibits.

Distribution of Printed Material – Distribution of printed material (including swag) by exhibitors, or its agents is

limited to their contracted exhibit space. Materials and advertising may not be distributed in any other area inside or outside the exhibit hall.

LIABILITY, INSURANCE & INDEMNIFICATION:

Certificate of Insurance - Exhibitors and display houses must provide a certificate of insurance to be admitted to hall. Certificates are due to SAO office by August 22, 2024. Certificate of Insurance should include the following:

- Name Southern Association of Orthodontists and Southwestern Society of Orthodontists as additional insured
- Policy date through September 28, 2024
- Coverage should include comprehensive general liability of at least \$1,000,000 per occurrence.

Liability - Exhibitor is responsible for all damages to the exhibit premises and for any and all claims and demands on account of any injury or death or damage to property done in or about the premises used by the exhibitor, his employees, servants, agents, licensees or contractors occasioned by their negligence and hereby agrees to indemnify SAO, SWSO, the Rosen Shingle Creek hotel (the "hotel") and its employees or agents, directors, officers and sponsors, against all claims, losses or damages to persons or property, and costs of defending claims arising out of or caused by any negligence on the part of the exhibitor in installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof. It is the sole responsibility of the exhibitor to obtain the proper insurance and be able to provide proof of insurance when needed. SAO, SWSO, or the hotel cannot be responsible for loss.

EXHIBITOR SERVICES:

Exhibitor Service Information - Shepard Exposition Services will manage details on shipping and other exhibit details, which will be emailed to the confirmed exhibitor contact on file.

Security - SAO/SWSO will hire a contracted agent to be in the exhibit area during show closed hours between exhibitor set-up and dismantling. Neither the SAO, SWSO, hotel or their agents are responsible for loss of any material by or for any cause. The exhibitor is urged to take the maximum precautions in securing their own exhibit area prior, during, and after the show.

Carpeting - The exhibit hall is carpeted.

Delivery of Freight Materials - All freight and display materials must be delivered through Shepard Exhibition Services.

SOLICITATION, CONCURRENT MEETINGS, NON- EXHIBITOR ADMITTANCE:

Functions sponsored by other organizations must have prior approval of the SAO/SWSO and cannot conflict with exhibit hours or any program meeting and activities conducted with this event. The distribution of materials by exhibitors or their agents is limited to the area rented by the exhibitor in the exhibit hall. Materials may not be delivered to hotel rooms of event attendees without advance permission from SAO/SWSO and the hotel. Any costs of such distribution shall be the sole responsibility of the exhibitor. Persons whose firms have not rented exhibit space are prohibited from soliciting business from attendees or SAO and SWSO members in any form at the hotel. The only solicitation/presentations allowed in the exhibit area will be by registered exhibitor personnel and must be held within the contracted exhibit space and cannot overflow into public aisles.