

NJSOP THERAPY BY THE SEA EXHIBITOR RULES & REGULATIONS

By submitting a contract and paying the appropriate booth fees to occupy a booth space at the NJSOP Therapy By the Sea Convention, you agree to all terms written below and will honor the rules and regulations of the show.

- 1. LIABILITY** The exhibiting company and its representatives, agents or employees assume full responsibility and liability for all loss, damage or destruction caused, either directly or indirectly, by the exhibiting company or any of its representatives, agents or employees, to the property of the exhibiting company; to the property of its representatives, agents or employees; or to the property of Hard Rock Hotel & Casino Atlantic City. The exhibiting company and its representatives, agents or employees assume full responsibility and liability for all injury, loss or damage to any and all persons caused, either directly or indirectly, by the exhibiting company or any of its representatives, agents or employees or by its display and/or materials. Neither Hard Rock Hotel & Casino Atlantic City nor the New Jersey Society of Optometric Physicians (NJSOP) will be responsible, nor will either be deemed responsible, for any injury, loss or damage that may be incurred by the exhibiting company, its representatives, agents or employees or any other person, or that may occur to any property, prior to, during, or subsequent to the period covered by this agreement. THE EXHIBITING COMPANY AND ITS REPRESENTATIVES, AGENTS AND EMPLOYEES HEREBY EXPRESSLY RELEASE CAESAR'S ENTERTAINMENT AND NJSOP FROM AND AGAINST ANY AND ALL CLAIMS FOR SUCH INJURY, LOSS OR DAMAGE TO PERSON OR PROPERTY. The furnishing of security guards by NJSOP will not be deemed as an assumption by NJSOP of any liability whatsoever for any purpose, and neither Hard Rock Hotel & Casino Atlantic City nor NJSOP will be, nor will either of them be deemed to be, responsible for personal/company property or materials when the exhibiting company's booth is left unattended. Nothing contained herein is intended to in any way limit or prevent the exhibiting company or its representatives, agents and employees from obtaining appropriate insurance to protect against loss or damage as outlined above. Exhibit booth displays and personal items are the responsibility of the exhibitor.
- 2. EXHIBITOR EARLY DISMANTLING PENALTY** If an exhibitor leaves the trade show prior to the exhibit breakdown time of 6:00 PM on the final day of the show (Saturday), an additional fee of \$500 will be charged in order for that exhibitor to be permitted to contract for space at the following year's convention. This fee will be due at the same time as the booth fee, to be held in escrow by NJSOP. This fee will be returned to the exhibitor after the close of the convention if the exhibitor does not leave early again. If the exhibitor leaves the trade show early again, they will forfeit the return of the \$500 fee and will have to continue paying a \$500 penalty fee in subsequent years until NJSOP is satisfied that the exhibitor has proven intent to abide by the set-up and breakdown rules. Any infraction of any other NJSOP Rules & Regulations by the exhibitor's representatives, agents or employees will result in the exhibitor not being permitted to exhibit at the following year's trade show. All points not covered by the NJSOP Rules & Regulations will be settled by NJSOP and its decision will be final. NJSOP reserves the right to refuse the booth application for any exhibit, and once the exhibit is on the floor, to require its modification or removal, if NJSOP considers such exhibit to be detrimental to the public, its business, professional or ethical interests, or if its displayed products do not meet the professional standards of NJSOP.
- 3. CANCELLATION POLICY** Exhibitors who cancel in writing by August 15th will be held responsible for a fee of 50% of the booth cost. Exhibitors canceling in writing after August 15th will be held responsible for the full booth cost. NJSOP will not accept cancellations without a letter indicating the exhibitor is relinquishing the right to the booth. When an exhibitor cancels their booth, they relinquish the right to attend the conference and functions. In addition, they will not receive the event attendee listing. If an exhibitor fails to occupy the contracted space by the end of the scheduled set-up, time and date disclosed in the Exhibitor Contract, or fails to comply in any other respect with the terms of the NJSOP rules and regulations, NJSOP will have the right to use that space in any manner. There is no refund for unused contracted booth space or no-shows.
- 4. BOOTH ASSIGNMENTS** Companies who are in the NJSOP Partnership Program will receive priority booth assignments based on their Partner level. (Click here for information on the NJSOP Partner Program). Non-partner exhibit booths are arranged on a first-come first-serve basis. We make every effort to not place competitors next to each other, or as indicated on the Exhibitor Contract under the "List Your Competitor(s)" section. Sharing of booths by multiple companies is not permitted.
- 5. INFRINGEMENT UPON OTHER EXHIBITORS AND SPACE RESTRICTIONS** All exhibitors must keep within the confines of their booth space(s) and will not in any way block or intrude upon any other booth space(s) nor interfere with the rights or privileges of other exhibitors or the flow of exhibit arena traffic. Distribution of promotional materials are to be limited to the exhibitor's booth only.

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6. **DAMAGE / REPAIRS:** Exhibits, signs, advertising and displays of any kind are prohibited in the hotel public spaces without the permission of the hotel convention services manager. Nothing may be posted on, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the arena, building or furniture. Any property damaged or destroyed by the exhibitor or its representatives must be replaced in its original condition at the exhibitor's expense. Materials left in the exhibit arena by the exhibitor after the contracted move-out time (6:00 PM on Saturday, the final day of the show) will be removed at the exhibitor's expense. "Materials" are defined as anything brought into the exhibit hall by the exhibitor and its representatives. Each exhibitor must have their booth space(s) clean of all materials before leaving the exhibit hall.
7. **FIRE REGULATIONS:** All aisle space and exit doors are under the contract of the Fire Command of Hard Rock Hotel & Casino Atlantic City. All exhibit materials used in the exhibit hall must be nonflammable and conform with Atlantic City Fire Regulations and proof of such must be presented upon request. Electrical wiring and equipment installation must conform to the appropriate Atlantic City codes. Material not in compliance with such regulations will be removed immediately at the exhibitor's expense.
8. **FOOD/BEVERAGE RESTRICTIONS:** Candies, fruit, small coffee/tea machines are allowable at the booth. Hard Rock Hotel & Casino Atlantic City is the only licensed entity to provide food and beverage on their premises. All other food and beverage must be supplied by the hotel with rates subject to gratuity and tax. Any quantities of food and alcoholic beverages delivered or brought to the hotel will be refused. Any large industrial food or beverage dispensed or given away at a booth requiring such services as heat, ice, water, or refrigeration must be purchased from or with the consent of the Hard Rock Hotel & Casino Atlantic City Convention Manager. Exhibitors are not permitted to host their own individual breakfast, lunch or refreshment breaks in the exhibit hall at any time during the convention.
9. **OCCUPYING YOUR BOOTH:** Exhibitors must be proactive in keeping their display and personal items secure. NJSOP is not responsible for lost or stolen items from your booth.
10. **BADGE REGISTRATION POLICY** All exhibiting companies MUST pre-register their representatives. Representatives must be employed (on the company payroll) by the exhibiting company. Independent contractors (consultants, etc.) are not considered employees and must have their own booth in order to attend the convention. All exhibiting companies must complete and return the Exhibitor Contract to NJSOP prior to October 1st in order to exhibit at the convention. **NOTE: Two (2) representative badges are included per paid booth. Additional badges may be purchased for \$100.** All company representatives must be pre-registered. All representatives must pick up their own individual badge and present appropriate identification (photo ID, employee badge, etc.) at the exhibitor registration desk on-site. NJSOP exhibit hall monitors will not permit anyone entrance to the exhibit hall without pre-registration and a proper badge.
11. **PRIZE DRAWINGS POLICY** All prizes must be drawn at Exhibitors' Prize Drawings designated by NJSOP throughout the weekend and may not be drawn beforehand or in any booth at any time. Exhibitors wishing to collect business cards may do so; however they will not be permitted for use in the prize drawings.
12. **EXHIBITOR DRAWING FOR FREE CONVENTION BOOTH SPACE** All participating exhibitors are eligible for this prize drawing. Any company who cancels their exhibit will not be eligible. There is no cash substitute in lieu of the free booth space at the NJSOP 2020 Snow School (Saturday January 25th at the Kalahari Resort in Mount Pocono, PA). The drawing will take place on Saturday in the exhibit hall at approximately 5:00 PM during the reception. A company representative must be present to win or another business name will be drawn.
13. **LIST OF CONVENTION ATTENDEES** NJSOP will supply a list of registered attendee to each exhibiting company who has contracted and paid in full for their space(s). The printed list will be provided via the on-site Exhibitor registration packet or may be requested in advance by contacting the NJSOP office at 609-323-4012. The requested file will be emailed in an Microsoft Excel format (doctor name, practice address, practice phone and email).