

OPTOWEST 2010 - TERMS AND CONDITIONS

All exhibits at the OptoWest Regional Conference ("Show") are under the control and management of the California Optometric Association ("Show Management"). These terms and conditions are part of the contract between the exhibiting firm and Show Management and it is the responsibility of the exhibiting company to read these carefully and adhere to them, as well as any provisions contained in the exhibitor service kit that will be forwarded after receipt of the deposit and contract.

Acceptability of Exhibits

All products and services exhibited shall serve the interests of the show attendees, and shall be operated in a manner that will not detract from other exhibits. COA reserves the right to determine the eligibility of any organization or product for inclusion in the exhibit and reserves the right to require withdrawal of any exhibit with just cause. No exhibitor shall reassign, sublet or share space allotted without the written consent of COA. Demonstrations, interviews and other activities must be confined within the exhibit space and must not impede traffic through the aisles.

Americans with Disabilities Act

Please advise COA if you or any of your exhibiting staff may require assistance or accommodations to fully participate in this event.

Cancellation Provisions

All deposits are nonrefundable. All cancellation notices must be received in writing, with receipt verified, by Show Management and refunds are handled on the following schedule:

March 13, 2009 - September 30, 2009

The exhibitor is 50% liable for exhibit space contracted.

October 1, 2009 - April 9, 2010

The exhibitor is 100% liable for exhibit space contracted.

This amount is considered to be liquidated and agreed upon damages for the injuries COA will suffer as a result of exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty.

Conflicts

Exhibitor shall not make any promotional efforts, nor supply any transportation that have the effect of drawing attention away from the Show to a local showroom, hospitality suite or any non-show exhibit area. Exhibitor may not participate in any way in any other trade show conducted during any part of the hours of the Show. Exhibitor may not promote in any way any other trade show without the written consent of COA.

No photographs of the exhibit area, other than that of the exhibitors own booth space, shall be taken without written authorization of COA. The Exhibitor agrees that COA may take photographs of the exhibitor's booth space, exhibit and exhibit personnel for any promotional use by COA.

Event Cancellation

COA, its agents and/or employees will not be held liable for failure to hold the exhibit as scheduled. Payments for booth space will be returned in the event of cancellation. However, any expenses incurred in connection with the exhibit will be deducted if the exhibit is cancelled on or after **December 4, 2009** because of fire, or any act of God, or the public enemy, or strike, or epidemic, or act of war or terrorism, or any law or regulations of public authority, which makes it impossible or impractical to hold the exhibits.

COA makes no representations or warranties regarding the number of persons who will attend the Show, such number being impossible to predict actually at this time. COA reserves the right to change the name of the Show, the venue of the Show and official show suppliers.

Exhibit Equipment and Construction

All exhibit spaces are 8'x10'. Exhibit booths may not exceed 10' in back wall height, including a sign. Exhibits must be constructed so that they do not obstruct the view or interfere with the displays of neighboring exhibitors. No hard wall exhibits, or parts of exhibits will be permitted to exceed 42" in height in the front 3' of the booth. Exhibitors shall not deface, injure, or make attachments to the walls, ceilings, columns, floors, booth furnishings, drape and property located in the exhibit hall. The exhibitor will be held liable for any property

damage caused by the acts or omissions of the exhibitor and its employees or agents. No display materials or signs may be placed on the outside walls of the exhibit booths or on posts, pillars in or adjacent to a booth. All exhibits must be contained in the 8'x10' space – including tables and video displays. COA reserves the right to alter an exhibit to comply with these regulations. Any exhibitor not in compliance with the rules and regulations may forfeit their right to exhibit.

Exhibit Space Assignment

Exhibit space is assigned on a priority basis. Show Management reserves the right to change space assignments after the contract is signed and the confirmation is sent, if it is determined to be in the best interest of the conference.

Fire, Safety and Health

The exhibitor assumes all responsibility for compliance with and shall abide by all federal, state and local laws, ordinances, rules and regulations, all rules of the Venue, and all union regulations, covering fire, electrical wiring, safety and health. Cloth decorations must be flameproof. Aisles and fire exits must not be blocked at any time by exhibit display materials, crates and/or boxes, etc. No combustible decoration, such as crepe paper, cardboard or corrugated paper shall be used at any time.

Installation and Dismantling

All installation and dismantling of exhibits must be carried out during the time indicated in the accompanying exhibit information. No exhibit may be erected after the exhibition opens or be dismantled before the official closing time. It is the responsibility of the exhibitor to see that all his/her materials are delivered to the exhibit area and removed from the exhibit area by the specified deadline. If the exhibit staff must leave before the exhibit hall closes, prior arrangements must be made for the dismantling of the exhibit booth and approved by Show Management.

Liability, Insurance, Indemnification

The exhibitor is responsible for all damages to the exhibit facilities, and for any and all claims and demands on account of any injury or damage to property done or occurring in or about the premises used by any exhibitor, his/her employees, agents, licensees or contractors occasioned by their negligence. The exhibitor agrees to indemnify and hold harmless California Optometric Association, the Hyatt Grand Champions Resort & Spa, and GES Exposition Services and their employees or agents. In the event that any part of the exhibit facility is damaged by fire, the elements, civil commotion or by any other cause, or if circumstances shall warrant it impossible for Show Management to permit exhibits to occupy the space assigned during any part of the period covered, then the exhibitor will be charged for the space only for the period that the space was or could have been occupied. During such circumstances, neither COA nor the facility will be liable for the fulfillment of this contract as to the delivery of space. The exhibitor is required to present evidence of adequate insurance to cover indemnification upon request.

Exhibitors are required to have insurance policies covering the transportation of their exhibit materials and/or equipment from their home base to the show site, during the show and in transit for the return their home base. Exhibitors are also required to have public liability and must be able to present a certificate of insurance within 24 hours of a request by Show Management. Exhibitors are solely responsible to their own agents, employees and third persons, including conference participants and the public for all claims, liabilities, actions, costs, damages and expenses arising out of or relating to the custody, possession, operation, maintenance or control of said exhibit space for negligence or any other liability relating hereto. In addition, exhibitor acknowledges that the OptoWest Show Management, the Hyatt Grand Champions Resort & Spa, nor GES Exposition Services maintain insurance covering exhibitor's property.

It is the responsibility of each exhibiting company to ensure the safety of its own exhibit materials from the time they are placed in the exhibit area until the time that they are removed. The exhibitor agrees that the OptoWest Show Management, the Hyatt Grand Champions Resort & Spa, or GES Exposition Services and all of their agents and/or employees will not be held responsible for a) any damage to or for any loss or destruction of the exhibitor's property b) any injuries to the exhibitor, his or her representatives, agents or employees. Any and all claims for any such loss, damage, destruction or injury is expressly waived by the exhibitor.

No Show

By this contract, the presence of the exhibitor is expected throughout the entire Show. Failure of the Exhibitor to exhibit throughout the run of the Show shall be considered a material breach of this agreement.

Payment Provisions

Exhibitor agrees that exhibit fees must be paid to Show Management prior to move-in of exhibitor's display into the venue. In the event that the exhibitor fails to pay any or all fees in a timely manner, at its sole and exclusive discretion, Show Management may reassign the exhibit space, specified herein, to another exhibitor and assign alternative space to the Exhibitor. In all cases, Exhibitor remains liable for the payment of all fees set forth in this agreement, subject only to the applicable cancellation schedule herein.

Exhibitor agrees to pay interest at the rate of 1.5% per month (18% per annum) on all past due fees. Exhibitor also agrees to pay all collection costs of COA, including reasonable attorney's fees of not less than 33.3% of the unpaid balance of fees, together with costs of court incurred by COA in enforcing its rights hereunder.

Restrictions in Operations

Live performance of music is not allowed. Exhibitors playing any recorded music are required to have the necessary licensing agreements with ASCAP, BMI or SESAC and are fully responsible for paying any fees arising from such agreements. No balloons or other helium-inflated items are allowed in the exhibit area.

Security

Show Management will provide general exhibit area security during show hours and at move-in and move-out. Show Management is not responsible for the security of the exhibits or the materials contained within, and the presence of security does not imply such. The exhibit hall is never secure – do not leave valuable items within easy reach at any time. Exhibitor personnel, even those licensed to carry firearms, shall not be permitted to enter the Show with firearms.

Union Rules and Regulations

California is a right-to-work state and therefore exhibitors may hand carry and set-up their own displays. Please refer to the Exhibitor Service Kit from GES Exposition Services for specifics on any union jurisdiction regulations which must be adhered to.

This agreement is deemed to be entered into the State of CA governed by the laws of the State of CA. The exhibitor consents to the jurisdiction of the courts of CA for the resolution of any and all disputes, and claims arising out of and/or relating to this agreement. The exhibitor waives any claims it may assert as to lack of personal or subject matter jurisdiction, and agrees that such jurisdiction exists in CA.

This writing contains the entire agreement between the parties and may not be changed verbally, but only by an agreement in writing, signed by a duly authorized representative of the party, against whom enforcement of any waiver, change, modification or discharge is sought. If any term or provision of this agreement shall be declared invalid or unenforceable, the remainder shall continue in full force and effect.