

**APPLICATION AND CONTRACT TERMS AND CONDITIONS**

This Application and Contract to participate in the Society of Gastroenterology Nurses & Associates 52<sup>nd</sup> Annual Course (“Event”) at the David L. Lawrence Convention Center (“Facility”) over Sunday, June 1, 2025 to Tuesday, June 3, 2025 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 Society of Gastroenterology Nurses & Associates (“SGNA”). The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting/sponsoring company. By signing below, the exhibiting/sponsoring company agrees to be bound by the terms and conditions below. The exhibiting/sponsoring company agrees that upon acceptance of this Application and Contract by the Society of Gastroenterology Nurses & Associates, with or without appropriate payment of the exhibition fee and further action by the exhibiting/sponsoring company, this Application and Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between the Society of Gastroenterology Nurses & Associates and exhibiting/sponsoring company (“Exhibitor”).

**1. SHOW MANAGEMENT**

SGNA will serve as manager of the Event’s trade show (“Show”). SGNA is responsible for assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment. SGNA acts as a liaison between exhibitors, SGNA and all official show contractors. If you have any questions about your exhibit booth, contact SGNA directly.

**Society of Gastroenterology Nurses & Associates**

330 N. Wabash Ave. Ste. 2000  
 Chicago, IL 60611 USA Phone: 312-673-4761  
 Email: [Exhibits@sgna.org](mailto:Exhibits@sgna.org)

**2. BOOTH OR SPONSORSHIP RENTAL FEE**

Per 10x10 Booth Space	\$2,800.00
Corner Fee (Per Corner)	\$200/corner

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.” Additional booth sizes are offered above the listed sizes below and will be sold at \$28/square foot in 10’ x 10’ increments that equate to the desired booth size.

Booths include:

- 8 feet high background draping
- Draping on each side, 3 feet high
- One line sign, identifying the exhibitor

Exhibitors will be bound by the IAEE Construction Rules and Regulations which will be included in the Exhibitor Services Manual.

Sponsorship fees are variable based on opportunity and must be mutually agreed upon by SGNA sales manager.

**3. ASSIGNMENT OF SPACE**

For all Contracts received on or before October 9, 2024, space is assigned via online space selection based on sponsorship level, and priority point level. The date of online space selection is October 10, 2024.

For all Contracts received on or after October 10, 2024, space will be assigned on a first-come, first-served basis starting the week after the online space selection is complete.

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 may display the company name of the acquiring exhibitor but not the acquiring exhibitor’s products.

Exhibitor should frequently review their 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. SGNA anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor’s selection of space.

SGNA 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 [exhibits@sgna.org](mailto:exhibits@sgna.org). Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by SGNA.

SGNA 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/Sponsor Payment Terms: Net 30. Exhibitor/Sponsor must remit 100% payment of Total Fee Due within 30 days of receipt of invoice from SGNA Accounts Receivable (A/R). SGNA reserves the right to reassign an exhibit booth space if the Exhibitor/Sponsor fails to remit 100% payment within 90 days of invoice. Exhibit/Sponsor Contracts submitted after May 1, 2025, must remit full payment, by credit card, upon invoice receipt.

Cancellation of exhibit space or sponsorship must be directed via email to [exhibits@sgna.org](mailto:exhibits@sgna.org), provided that the cancelling Exhibitor/sponsor obtains confirmation of SGNA's receipt of the email on or before the cancellation deadline of Friday, November 22, 2024. Full payment is required, and no refunds whatsoever will be made on cancellations on or after Friday, November 22, 2024. For cancellations of space between the initial space selection November 22, 2024, Exhibitor is

responsible for, and SGNA shall be entitled to retain, 50% of the total Exhibit Booth fee as a cancellation fee.

A Contract may be processed, and space assigned, without the required Exhibit Booth Fee payments; however, official confirmation of space is not made until payment is confirmed. Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Checks must be payable to Society of Gastroenterology Nurses & Associates and can be remitted to the following address via the U.S. Postal Service:

SGNA Exhibits  
8275 Solutions Center  
Chicago, IL 60677-8002

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

The Society of Gastroenterology Nurses & Associates reserves the right to hold or revoke Exhibitor/sponsor badges for any Exhibitor/sponsor with an unpaid balance and to instruct all official show contractors to deny goods and services.

#### **5. 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 the Society of Gastroenterology Nurses & Associates Annual Conference 2024 as determined by SGNA in its sole discretion.

#### **6. PROMOTIONAL ACTIVITIES**

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

#### **7. 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.

#### **8. INTELLECTUAL PROPERTY MATTERS**

The Exhibitor/sponsor represents and warrants to SGNA 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 SGNA 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 SGNA, 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, SGNA, 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/sponsors. The terms of this provision shall survive the termination or expiration of this Contract.

#### **9. USE OF SOCIETY OF GASTROENTEROLOGY NURSES & ASSOCIATES NAME**

Society of Gastroenterology Nurses & Associates (SGNA), the Society of Gastroenterology Nurses & Associates Annual Conference 2025, and Event logo are registered trademarks owned by SGNA. Participation by Exhibitor/sponsor in the Event does not entitle Exhibitor/sponsor to use such names or logos, except that Exhibitor/sponsor may reference the Event and use the Event logo with reference to Exhibitor/sponsor's participation as an exhibitor/sponsor at the Society of Gastroenterology Nurses & Associates Annual Conference 2025. Participation in the Event does not imply endorsement or approval by SGNA of any product, service or participant and none shall be claimed by any participant.

#### **10. SET-UP TIME**

Set-up of exhibits begins in the Facility at approximately 8:00 am Saturday, May 31, 2025. If an exhibit is not set-up by 2:00 pm, Sunday, June 1, 2025, SGNA 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. SGNA reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. SGNA reserves the right to modify move-in/Show 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 SGNA's election of any rights under this Section.

#### **11. EVENT HOURS**

Please visit [SGNA.org](http://SGNA.org) for the most up-to-date official event hours/schedule\*.

\*Schedule is subject to change.

#### **12. DISMANTLING OF EXHIBITS**

Exhibits are to be kept intact until the closing of the Exhibit Hall on Tuesday, June 3, 2025 at 2:30 pm. No part of an exhibit shall be removed during the Show Hours without special permission from SGNA. Should the 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 SGNA events.

All freight must be removed from Facility by 8:00pm, Tuesday, June 3, 2025. If exhibits are not removed by this time, SGNA reserves the right to remove exhibits and charge the expense to Exhibitor and SGNA shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

#### **13. BADGES**

Badges will be determined by booth space and agreed upon by SGNA Sales Manager. Additional badges/passes may be included on a complimentary basis based on size of booth or sponsorship package contracted. Exhibitor badges are for Exhibitor's full and part time employees or contractors. Exhibitor badges allow access to

the Exhibit Hall hours determined by SGNA on the official SGNA website.

Event attendees do not have access to the Exhibit Hall until Sunday, June 1, 2025 at 4:30 pm. 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 SGNA, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future SGNA events. SGNA 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.

#### 14. 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.

#### 15. EXHIBITOR LIABILITY

Exhibitor/sponsor 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 the Society of Gastroenterology Nurses & Associates, its directors, officers, employees, agents, subcontractors, nor Smithbucklin, (collectively "Show 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 THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

#### 16. INDEMNIFICATION

Exhibitor/sponsor agrees that it will indemnify, defend and hold Show Management, the Society of Gastroenterology Nurses & Associates, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor/sponsor, its employees, agents or contractors; b) the failure by Exhibitor/sponsor, 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/sponsor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor/sponsor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor/sponsor agrees that if Show Management or SGNA 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 SHOW MANAGEMENT OR THE SOCIETY OF GASTROENTEROLOGY NURSES & ASSOCIATES BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

#### 17. INSURANCE

Exhibitor is required to maintain and to provide a certificate of insurance to Show Management on or before May 9, 2025 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 \$5,000,000
- (f) Personal property and equipment on a special form replacement cost basis

The Society of Gastroenterology Nurses & Associates, Smithbucklin Corporation, and the Kentucky International 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 [exhibits@sgna.org](mailto:exhibits@sgna.org).

#### 18. USE OF SPACE — GENERAL

- (a) Exhibitor/sponsor 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. SGNA also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at the Society of Gastroenterology Nurses & Associates Annual Conference 2024.
- (b) Exhibitor/sponsor 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/sponsor, 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/sponsor at any time during the Event must be approved with SGNA. Details should be submitted to Show Management via email to [exhibits@sgna.org](mailto:exhibits@sgna.org) at least 10 business days prior to the start of the Event. SGNA 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) SGNA allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of SGNA. Exhibitor must abide by all local 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 no later than end of February 2024. 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 [exhibits@sgna.org](mailto:exhibits@sgna.org).

- (i) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show 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 phone: +1.800.514.0301 (voice) +1.800.514.0383 (TTY), website: [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 Show 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) The official housing vendor for the Event and other companies will be listed on the official 2025 SGNA Annual Course website and all other vendors may not provide the prices, service and reliability available the hotels secured by SGNA. If you are contacted by ANY company except SGNA about hotel reservations for the Society of Gastroenterology Nurses & Associates Annual Conference 2025, please inform Show Management at [exhibits@sgna.org](mailto:exhibits@sgna.org). The Society of Gastroenterology Nurses & Associates shall not be responsible for any damages or costs related to Exhibitor/sponsor making hotel reservations via an unauthorized solicitation of hotel reservations.
- (l) All booth personnel must be properly and modestly clothed.
- (m) Exhibitor/sponsor is permitted to provide food and beverages in its booth during the Exhibit Hall Hours only if approved as a sponsorship opportunity by the Society of Gastroenterology Nurses & Associates prior to the start of the event. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and all food and beverage must be ordered through the Facility's caterer and confirmed by The Society of Gastroenterology Nurses & Associates.
- (n) All exhibitors and sponsors must adhere to the official in-house caterer at the David L. Lawrence Convention Center – and they are the exclusive provider of food and/or beverage items at the Facility. If requested, the David L. Lawrence Convention Center may allow Exhibitor to bring its own food and/or beverage into the Facility for the sole purpose of equipment demonstration, provided the Exhibitor/sponsor has signed and submitted any applicable sampling and waiver of liability form(s) which can be found in the Exhibitor Services Manual or by emailing [exhibits@sgna.org](mailto:exhibits@sgna.org). If the facility is required to handle, store, refrigerate, transport, deliver, prepare, or service any of the demonstration food and beverage product brought in by the Exhibitor/sponsor, charges may apply. Only food and/or beverages used for Exhibitor/sponsor's equipment demonstration will be permitted.
- (o) All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet will NOT be provided within the Exhibit Hall, and additional order forms will be included in the Exhibitor Services Manual.
- (p) Exhibitor/sponsor, at SGNA'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/sponsor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the SGNA, 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 SGNA 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 SGNA 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.
- (q) Music in the booth or at any of Exhibitor/sponsor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor/sponsor to pay applicable fees.
- (r) Hanging signs are permitted in all peninsulas, modified peninsulas, split islands and island booths to a maximum height of (20') to the top of the sign. Hanging signs are NOT permitted in inline or perimeter booths.
- (s) All exhibit fixtures and booth structures are permitted to a maximum height of (20') in all peninsulas, modified peninsulas, split islands and island booths.
- (t) All exhibit fixtures and booth structures are permitted to a maximum height of (20') in all peninsulas, modified peninsulas, split islands and island booths.

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 (20') 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 included in the Exhibitor Services Manual. To obtain a copy prior to publication in the Exhibitor Services Manual, Exhibitor may email [exhibits@sgna.org](mailto:exhibits@sgna.org).

If Exhibitor occupies an Island, Split Island, Peninsula or Modified Peninsula space, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by May 5, 2025. If Exhibitor received a written booth violation notice at the Event in 2024, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by May 5, 2025. Floor plans should be submitted via email to [exhibits@sgna.org](mailto:exhibits@sgna.org).

Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

#### **19. 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.
- (g) 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 Show Management for review and approval by April 8, 2024.
- (h) Vehicles may not be displayed without prior written approval from SGNA and the Public Safety Department of the Facility.

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

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor/sponsor 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 Show Hours or any function sponsored in connect with the Event without prior notice to and approval by SGNA.

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 the Society of Gastroenterology Nurses & Associates.

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

The Society of Gastroenterology Nurses & Associates reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the Society of Gastroenterology Nurses & Associates housing block. These controls have already been set up with each property. The Meeting/ Function Space Application is included in the Exhibitor Console to submit requests for function space, including meeting and hospitality rooms. You also may submit your application for meeting space to [exhibits@sgna.org](mailto:exhibits@sgna.org). No meetings, private functions, including lunch meetings, or entertainment can be scheduled during official Show Hours listed on the Society of Gastroenterology Nurses & Associate's website. No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of the Society of Gastroenterology Nurses & Associates are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with the Society of Gastroenterology Nurses & Associates.

#### **22. 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 SGNA. 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 SGNA, 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.

#### **23. 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 local County Fire Prevention Division.
- (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 Kentucky State Fire Marshall, and from SGNA.
- (c) A complete list of all fire regulations is included in the Exhibitor Services Manual.
- (d) Marshal's Representative (PSFM Representative) has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

#### **24. LABOR RELATIONS**

- (a) Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from the local union. 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 Freeman. 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 May , 2025. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with SGNA 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. The use or rental of dollies, flat trucks, and other mechanical equipment, however, is not permitted. Freeman 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.

## **25. EXHIBITOR SERVICES MANUAL**

No later than end of January 2025, show management will distribute an Exhibitor Services Manual to Exhibitor provided by the decorator that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show Hours and dismantle.

## **WARRANTIES**

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

## **26. AMENDMENTS/INTERPRETATION**

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

## **27. 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 SGNA. 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/sponsorship's heirs, successors, and assigns.

## **28. LIMITATION OF LIABILITY**

IN NO EVENT SHALL THE FACILITY, THE SOCIETY OF GASTROENTEROLOGY NURSES & ASSOCIATES ANNUAL CONFERENCE 2025, THE SOCIETY OF GASTROENTEROLOGY NURSES & ASSOCIATES, , THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "THE SOCIETY OF GASTROENTEROLOGY NURSES & ASSOCIATES 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 AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE SOCIETY OF GASTROENTEROLOGY NURSES & ASSOCIATES PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT THE SOCIETY OF GASTROENTEROLOGY NURSES & ASSOCIATES 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 SOCIETY OF GASTROENTEROLOGY NURSES & ASSOCIATES 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 THE SOCIETY OF GASTROENTEROLOGY NURSES & ASSOCIATES PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.

## **29. PERSONAL INFORMATION CONSENT**

EXHIBITOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ITS COMPANY CONTACTS MAY BE USED BY THE SOCIETY OF GASTROENTEROLOGY NURSES & ASSOCIATES: (A) TO FULFILL THE PURPOSE AND OBLIGATIONS OF THIS CONTRACT; (B) TO COMMUNICATE OTHER INFORMATION ABOUT THE SOCIETY OF GASTROENTEROLOGY NURSES & ASSOCIATES; (C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF THE SOCIETY OF GASTROENTEROLOGY NURSES & ASSOCIATES IN THE FUTURE; AND (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN THE SOCIETY OF GASTROENTEROLOGY NURSES & ASSOCIATES'S PRIVACY POLICY.

**Online acceptance and signature through the official SGNA online contract agrees to be bound to its terms.**