

**Contract for Exhibit Space:
Virginia Society of Oral & Maxillofacial Surgeons (VSOMS) 2022 Annual Meeting**

Thank you for reserving exhibit space at the VSOMS Meeting, being held February 25-27, 2022 at The Hilton Richmond Hotel & Spa in Richmond, VA. We understand that our use of this space is subject to the following conditions and to the terms and conditions within, which, upon acceptance by the VSOMS, shall become a bonding contract between the exhibitor and the Association.

1. **Subletting of Space:** The exhibitor agrees that the display will be confined to the area of the space reserved; and that subletting or showing products other than those manufactured or represented by the exhibitor is strictly prohibited.
2. **Care of Space:** The exhibitor agrees not to deface, injure or mar the exhibition hall of The Hilton Richmond Hotel & Spa or any of the furniture or fixtures contained therein, and/or any of the property of whatever nature placed therein by the VSOMS, and the exhibitor shall be liable to The Hilton Richmond Hotel & Spa, and/or the VSOMS for any damage resulting to such exhibition hall and/or furniture and fixtures contained therein and/or such property placed therein by the VSOMS which shall occur by reason of the commissions or omissions of any exhibitor and/or his/her agents, servants and employees, and the exhibitor shall defend and save harmless the VSOMS from all claims and suits against said VSOMS arising from the aforesaid commissions or omissions of the exhibitor, his/her agents, servants or employees. All materials used by exhibitors must conform to the requirements of the Fire Department Board of Insurance Underwriters of Virginia. X-ray equipment is to be dead.
3. **Insurance:** The VSOMS assumes no responsibility for the safety to the personnel and property of exhibitors or the personal property of their officers, agents, servants or employees. Any exhibitor wishing to insure his personnel or goods against injury, theft, damage by fire, accident or other cause, must do so at his own expense.

The exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and save harmless the VSOMS, The Hilton Richmond Hotel & Spa, its owner and operator and their affiliated and subsidiary companies and their respective partners, directors, officers and employees and agents against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising \out of cause by the exhibition's installation, removal, maintenance or occupancy or use of the exhibition premises or part thereof, excluding and liability caused by the sole negligence of the Indemnities.

In addition, the exhibitor acknowledges that the VSOMS, The Hilton Richmond Hotel & Spa, its owner and operator, and any of the other Indemnities do not maintain insurance covering exhibitor's property and that it is the sole responsibility of the exhibitor to maintain business interruption insurance and property damage insurance covering such losses by exhibitor. The VSOMS is not responsible for items removed from booths while booths are left unattended.

4. **Conduct and Restrictions:** The VSOMS reserves the right to restrict all exhibits which, because of noise, odor, food, drink or other objectionable features, interfere with the orderly procedure of the exhibition; also to prohibit any display or procedure which in its judgment runs counter to the general character of the exhibition. Therapeutic products or products of a therapeutic nature, which do not meet the ethical standards of the dental profession, will not be accepted for display.

The solicitation of customers in the aisles will serve as grounds for expulsion from exhibition. Exhibitors will conduct their business from the confines of the booths they have rented.

Exhibitors may not presume the role of host at the VSOMS Annual Meeting. Potential customers or personal friends may be invited on condition that such invited persons comply with the regulations applicable to all other registrants at the VSOMS Annual Meeting. Revenue lost from violation of this rule will be recovered from the transgressing exhibitor who accepts the decision of the VSOMS in the event of a dispute between the "invitee" and the exhibitor. Attendees who are non-members of VSOMS are required to pay the nonmember registration fee to enter the exhibit hall.

Exhibitors may host no function in conjunction with the VSOMS Annual Meeting without the written consent of the VSOMS, which shall not be unreasonably withheld.

The exhibitor shall, during the meeting, use the exhibit, display or related purposes, only the space for which has been paid.

The rights reserved in this section apply as well to the conduct of agents and employees of the exhibitor and any property used by such exhibitors in the installation and operation of exhibits.

The decision of the VSOMS as to what acts constitute a breach of the above conditions shall be final, and any exhibitor shall be subject to eviction without refund if he is judged to be in violation of the aforementioned conditions.

7. Liability: The VSOMS shall not be liable for any damages in the event that performance of this contract is rendered impossible for any of the following causes: destruction of The Hilton Richmond Hotel & Spa or any substantial portion thereof, by fire, earthquake, the elements, or a public enemy; strikes or other public disorder; impossibility of performance created by law or any public authority; and/or for any cause beyond its control of The Hilton Richmond Hotel & Spa. The VSOMS will, however, in the event of its not being able to hold the exhibition for any of the reasons set forth above, reimburse exhibitors pro rate on the amount of rental paid by each exhibitor as follows: total rentals paid by all exhibitors, less expenses incurred by the association in constructing and installing the exhibits, shall be refunded to the exhibitors in the ratio of their rental payments prorated by the number of days the exhibits fail to proceed as scheduled.

8. Interpretations of Above Rules and Regulations: Above stated conditions are considered a part of this contract. The VSOMS reserves the right to interpret them as well as make decisions on all points the rules and regulations do not cover. Decisions of the VSOMS are final.

I, _____ (please print name), agree to the terms and conditions stated above as a representative of _____ (company name).

Signature _____

Date _____

Please sign and date this contract and return with your booth application to Laura Givens by email, fax or direct mail:

Address: 3460 Mayland Ct., Ste. 110, Richmond, VA 23233
Fax: 804-288-1880
Email: givens@vadental.org