

Exhibit Space Application and Contract

Colorado Convention Center • Denver, CO March 7 - 11, 2015 • Exhibit Dates: March 8 - 10, 2015

AORN is producing a trade show to be held in Denver, CO March 7 – 11, 2015 "AORN Surgical Conference & Expo 2015" (Surgical Conference & Expo) at the Colorado Convention Center (the "Conference Facility"). Exhibitor desires to exhibit its products/services at the Surgical Conference & Expo and agrees that, if this Exhibit Space Application and Contract (the "Contract") is accepted by AORN, Exhibitor shall abide by the terms set forth herein.

INSTRUCTIONS: Type or print this application. Complete all sections. Sign and return this application including a payment check made payable to AORN in U.S. funds, P.O. Box 485, LaGrange, Illinois 60525-0485 or fax both pages along with credit card payment to 312-541-0573.

| COMPANY INFORMATION | | | | | | | |
|--|---|--|---|---|---|---|--|
| Company Name: | | | | | | | |
| Address Line 1: | | | | | | | |
| Address Line 2: | | | | | | | |
| City, State, Zip: | | | | | | | |
| Phone: | Fax: | | Toll Free: | Website: | | | |
| If this company has ever exhibited und | der another name, please | list here: | | | | | |
| EXHIBIT LOGISTICS CONTACT | | | | | | | |
| Name: | | | Title: | | | | |
| Phone: | | | Email: | | | | |
| | | | | | | | |
| MARKETING CONTACT (Leave blank in | f same as above.) | | | | | | |
| Name: | | | Title: | | | | |
| Phone: | | | Email: | Email: | | | |
| EXHIBIT SPACE RENTAL per 10'x10' B | Booth | | | | | | |
| Type & Rates: (Select one) | | | | | | | |
| Technical Exhibitor ☐ 10x10 linear with corner or island ☐ 10x10 linear without corner | \$3,300/Unit \$3,200/Unit | | | | | \$3,300/Unit \$3,200/Unit | |
| Government/Non Profit ☐10x10 (includes booth package) | \$1,650/Unit | | Location Preferenc | | | | |
| (| , , | | 1 | 2 | _ 3 | | |
| Companies you prefer NOT to be near: | | | | | | | |
| ☐ Check here to upgrade your Exhibit | | | | | h | | |
| Number of Booths | Cost per Booth | ☐ Exhibit Guide Log + \$500.00 | go Total \$ | | Method of Pa ☐ Check | yment ☐ Credit Card | |
| Important Payment Information Payment 1: First 30% of Exhibit Space is Payment 2: The Next 40% (for cumulativ Payment 3: The Final 30% (for cumulativ By signing below, Exhibitor represents the and Conditions on the reverse side hereous well as by any additional Rules and Regula non-revocable application to exhibit by evidenced by its signature on this docur refunded, and Exhibitor's credit card will related the permission for AORN to conditional Rules. | re 70%) of Exhibit Space is ye 100%) of Exhibit Space is not Exhibitor has read and of and the Rules and Regulations which may be adol Exhibitor, which application ment, at which time this Cont be charged. | s due by December 16, and understands this Contralations provided by AOF otted by AORN to govern may be accepted or dontract shall become bit Mail, telephone, fax, em | act, including the Cance RN, each of which are in the Surgical Conferent eclined by AORN in its inding. If Exhibitor's applications | ncorporated herein by ref ce & Expo. Until accepted sole discretion. AORN's plication is declined, any | erence, and agrees to I I by AORN, this Contrac acceptance of Exhibitor money submitted to A | pe bound by them, as at shall constitute only is application shall be ORN will be promptly | |
| | AUTHORIZ | | | ZED RE: | | | |
| IIILC: | | SIGNATI | IKL. | | | | |

FOR OFFICE USE ONLY

BOOTH NUMBER: SIZE:

TERMS AND CONDITIONS OF EXHIBITING AT AORN SURGICAL CONFERENCE & EXPO 2015

1. APPLICATION AND DEFINITIONS These Terms and Conditions apply to and are made a part of the AORN Exhibit Space Application and Contract ("Contract") entered into by AORN and the Exhibitor named therein with respect to Surgical Conference & Expo to be held in Denver, CO on March 7-11, 2015 (Surgical Conference & Expo) at Colorado Convention Center (the "Conference Facility").

Show Management reserves the right to reject, modify the payment schedule, require payment of past obligations and accelerate the payment schedule of any Exhibitor or potential exhibitor that has in the past failed to meet its payment or any other obligation to Show Management in any way or has failed to comply with the Rules and Regulations.

- 2. CANCELLATIONS, SPACE REDUCTIONS AND REFUNDS POLICY If Exhibitor wishes to cancel this application and agreement; exhibitor may only do so by sending notice of cancellation in writing via certified mail to AORN Exhibit Manager, 200 W. Adams, Suite 2600, Chicago, IL 60606. In such event, Exhibitor shall be liable for 30% of the total cost of the requested exhibit space if the cancellation request is received on or after May 6, 2014; 70% of total cost of the requested exhibit space if the cancellation request is received on or after August 26, 2014; 100% of total cost of the requested exhibit space if the cancellation request is received on or after December 16, 2014. The date of cancellation shall be the date the notice is received by the AORN Exhibit Manager at the address above. Cancellation or failure to make payment by the payment dates set forth in this Contract does not release Exhibitor from its financial or contractual obligations. In the event Exhibitor fails to pay any amount due, Exhibitor agrees to pay 1.5% interest per month on the outstanding balance and all fees, costs and expenses, including reasonable attorneys' fees, incurred in attempting to collect or in actually collecting the monies due from Exhibitor whether by lawsuit or any other means.
- 3. COMPLIANCE WITH LAW/RULES/INTERPRETATION Exhibitor will comply with all applicable laws, rules, regulations, codes, and licensing requirements of governmental authorities, all rules, regulations, and codes of the local Police and Fire Departments at the location of the Surgical Conference & Expo, all applicable fire, utility and building codes, these Terms and Conditions, and all Rules and Regulations, policies and criteria of AORN or the Conference Facility, which are applicable to Exhibitor or its activities. AORN shall have full power in the interpretation and enforcement of all Terms, Conditions, Rules and Regulations governing Exhibitors and shall have the authority to make such further rules and regulations, orally or in writing, as AORN considers necessary for the proper conduct of the Surgical Conference & Expo, and any such decisions shall be binding on Exhibitor.
- 4. ELIGIBILITY REQUIREMENTS All products and services to be exhibited must be: Related to use in the operating room suites and/or pre/post surgical area; Ambulatory surgery settings and Surgical Clinics; or otherwise related to the practice of periOperative nursing as determined by AORN. See Rules and Regulations for a detailed description of eligible exhibitors.
- 5. EXHIBITOR SERVICE KIT An Exhibitor Service Kit will be made available to Exhibitor which will include information regarding the Surgical Conference & Expo including additional Rules and Regulations governing exhibits. The Exhibitor Service Kit and Rules and Regulations will also be available online at www.aom.org/industry. Exhibitor acknowledges that the Rules and Regulations are subject to change and agrees to periodically check the online posting to ensure that Exhibitor complies with the current Rules and Regulations.
- 6. NO ENDORSEMENT The rights granted to Exhibitor herein do not constitute and may not be used to imply the endorsement of Exhibitor's products or services by AORN.
- 7. USE OF SPACE, SUBLETTING OF SPACE No exhibitor shall assign, sublet, or share the space allotted with another business or company unless approval has been obtained in writing from AORN. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted.

No company or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

8. POSTPONEMENT OR CANCELLATION OF SURGICAL CONFERENCE & EXPO

If the Surgical Conference & Expo is postponed or rescheduled in whole or in part, for any reason, including but not limited to force majeure, the obligations of the parties to perform hereunder shall be delayed to take into account such postponement or rescheduling. In the event that the Surgical Conference & Expo is cancelled in its entirety, for any reason, including but not limited to force majeure, as Exhibitor's exclusive remedy, AORN will endeavor to refund all or a portion of exhibit fees paid by Exhibitor, after taking into consideration funds expended that are not recoverable by AORN. Cancellation or substitution of a particular session or program at the Surgical Conference & Expo will not be deemed a cancellation hereunder.

- 9. DISCLAIMER While AORN desires that the Surgical Conference & Expo be successful for Exhibitor, AORN specifically disclaims any warranty with respect to success or results for Exhibitor.
- 10. LIMITATION OF LIABILITY EXHIBITOR AGREES THAT IN NO EVENT SHALL AORN'S LIABILITY HEREUNDER EXCEED THE AMOUNT OF THE EXHIBIT FEE ACTUALLY PAID BY EXHIBITOR. IN NO EVENT SHALL AORN BE LIABLE FOR ANY LOSS OF INCOME, PROFIT, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

- 11. RELEASE AND INDEMNIFICATION Exhibitor releases, waives and discharges any claim, demand or cause of action that Exhibitor, its officers, directors, employees, agents or guests ("Releasors") may have against AORN, its directors, officers, employees, agents, general service contractors, members or volunteers or the Conference Facility, its directors, officers, employees, agents or general service contractors ("Releasees") for any liability, loss, damage, expense, claim or cause of action of any kind arising out of Releasors' participation in or exhibition at the Surgical Conference & Expo, or the actions or activities of Releasors or any third parties involved in the Surgical Conference & Expo (including other exhibitors), whether caused by the negligence of Releasees or otherwise. Exhibitor agrees to indemnify, defend and hold Releasees harmless from any loss, damage, expense, claim, or cause of action of any kind (including reasonable attorneys' fees and costs), arising out of (i) Exhibitor's products, services, Promotional Materials, (ii) the display or publication of any Exhibitor information (including Exhibitor's Marks or Promotional Materials) in connection with the Surgical Conference & Expo, in AORN publications (electronic or print), on AORN's Web Site, or elsewhere, (iii) Exhibitor's performance or failure to perform under this Contract or breach of any warranty, representation or covenant made by Exhibitor in this Contract, or (iv) Exhibitor's participation in and operation of exhibit space at, the Surgical Conference & Expo. This indemnification obligation shall survive the termination of this Contract
- 12. VIOLATIONS If Exhibitor violates any of the terms of the Contract, including but not limited to these Terms and Conditions or the Rules and Regulations, AORN may take such actions as it deems appropriate in its sole discretion, including but not limited to terminating the Contract, removing the exhibit, requiring forfeiture of all or a portion of accrued priority points or forfeiture of all rights to exhibit at future events listed by AORN, and exercising any remedies it may have hereunder or under applicable law. If Exhibitor has defaulted under the Contract, AORN will not be liable for refunds of any Exhibit Fees paid by Exhibitor, even if AORN leases any forfeited space to another Exhibitor.
- 13. RISK OF LOSS/INSURANCE Exhibitor acknowledges and agrees that neither AORN nor the Conference Facility carries insurance for or will be responsible for loss of or damage to Exhibitor's property. Exhibitor shall obtain such insurance on its property and for its liability as it elects. In addition, Exhibitor shall obtain and maintain at its own expense a standard Commercial General Liability Policy with a combined policy limit of at least \$2 million, which policy shall (i) provide coverage for injury or death to persons and damage to property in connection with the Surgical Conference & Expo and (ii) list AORN and the Conference Facility as additional insured. Such coverage shall be on an "occurrence" as opposed to "claims made" basis and shall cover the entire time period during which Exhibitor is present on or has any property at the Conference Facility. Exhibitor shall provide AORN with such evidence of coverage as may be requested.
- 14. RESERVATION OF PUBLICITY/MEDIA RIGHTS AND APPROVAL OF EXHIBITOR MARKETING AORN retains all rights of publicity in connection with the Surgical Conference & Expo. Exhibitor shall not originate any communication or promotional item whatsoever that references AORN or the Surgical Conference & Expo without AORN's prior written consent. Exhibitor grants AORN and its licensees the right to use the name of Exhibitor and Exhibitor's Marks and Promotional Materials for purposes of publicizing the Surgical Conference & Expo. Exhibitor, on its own behalf and on behalf of its employees and agents who are on the premises of the Surgical Conference & Expo, consents to and authorizes the use of their name, likeness, voice and identity in connection with any media originated from the Surgical Conference & Expo, in all media forms, including but not limited to photographs or videos for any future educational or commercial purposes of AORN.
- 15. TERM AND TERMINATION Except as otherwise provided herein, the term of this Contract shall extend through the completion of the Surgical Conference & Expo. To the extent that this Contract contemplates (whether or not specified) that a party shall perform an obligation after expiration or termination of this Contract, such obligation and all provisions of this Contract relating thereto shall survive the termination of this Contract. In the event that AORN determines, in its sole discretion, for any reason and at any time, that Exhibitor should not be an Exhibitor at the Surgical Conference & Expo, AORN may terminate this Contract unilaterally by giving Exhibitor notice of such termination and a refund of Exhibit Fees paid by Exhibitor, and AORN shall have no further liability hereunder. Notwithstanding the foregoing, termination of this Contract due to a default by Exhibitor will be addressed pursuant to Section 16. Fees paid by Exhibitor hereunder are not transferable to any other conference, event, product or service offered by AORN.
- 16. DISPUTE RESOLUTION The parties shall endeavor in good faith to resolve any disputes that may arise regarding this Contract. In the event of any litigation or arbitration proceedings between the parties hereto, the prevailing party in such proceeding shall be awarded, in addition to the amount of any judgment or other award entered therein, the costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such proceedings. This provision shall survive termination of the Contract.
- 17. MISCELLANEOUS The Contract, these Terms and Conditions, and the Rules and Regulations, constitute the entire agreement between Exhibitor and AORN and supersedes all prior agreements and understandings relating thereto. This Contract shall be governed by the laws of the State of Colorado, without giving effect to principles of conflict of laws. The relationship of Exhibitor and AORN hereunder shall be solely that of independent contractors. No failure of any party to give notice of or seek a remedy for any violation of this Contract or to insist on strict performance hereunder shall reduce, impair, or affect such party's rights to later seek such remedy or insist on such performance with respect to the same or other violations or failure, regardless of such party's knowledge or lack of knowledge thereof. This Contract may be executed by facsimile signature and in counterparts.