# ECVC 2025 EXHIBITOR/SPONSOR CONTRACT

### **Meeting Sponsorship and Management**

The Emerald Coast Veterinary Conference and exhibit halls are produced and managed by the Emerald Coast Veterinary Conference, LLC, hereinafter referred to as the "ECVC".

## Floor Plan Assignments

The arrangement of exhibit space is shown approximately on the diagram. All dimensions and location shown on the floor plan are believed, but not warranted, to be accurate. The ECVC reserves the right to make such modifications to the floor plan as may be needed without notification. Space is assigned on the following criteria: 1) 2025 ECVC sponsors; 2) 2025 ECVC exhibitors; 3) first come, first served. 4) others in order of payment (not contract) received. Each exhibit includes an 8' x 8' booth of pipe and drape, a 6' table, 2 chairs, 2 exhibitor badges, and a listing of convention attendees.

#### **Badges**

Badges must be displayed at all times. Additional badges may be purchased for an additional fee at ECVC's sole discretion. Any vendor personnel or agents without badges may be removed from the conference. Badges issued for use are valid for the named vendor personnel only and cannot be transferred. Show management is not obliged to provide replacement badges. Badges must not be used by any other person, company or third party for marketing, media, sale promotion, or competition purposes whether commercial or non-commercial except with prior written permission.

Exhibitors must ensure they have photographic ID with them during the Event. If unable to provide identification which matches your badge, show management has the right to require exhibitor personnel to leave ECVC immediately. Show management may refuse exhibitor personnel further access to ECVC if at any time there is reason to believe that exhibitor has: a) breached any provision of these terms; b) committed a criminal offense; c) behaved in a disorderly manner or in a way that has an adverse effect on public safety or the operation of ECVC; or d) behaved in an anti-social manner or in a way that causes a public nuisance, and in such event exhibitor agrees that show management will have no liability to exhibitor, nor will there be any credit, refund, or return of fees for such removal.

### Use of Exhibit Space During Exhibit Hours/Prohibition

- A. Acceptance of exhibit space makes it obligatory on the part of exhibitor employees that they not deface, injure or mar the area. Any damage done shall be made good by the exhibitor to the owners of the building.
- B. The exhibitor shall not display or place any product, sign, partition, apparatus, shelving, or other construction that extends beyond their exhibit area.
- C. Sound levels may not be distracting to neighboring exhibits.
- Exhibitors must conform to rules and regulations concerning flammable and hazardous chemical products and materials as set by OSHA.

### Stand Content and Marketing

Exhibitor must ensure that the any materials or information provided, used or presented at ECVC in relation to stand space are only veterinary products and services and are not marketed for human use or products. In the event, in show management's sole discretion, it is deemed exhibitor is marketing products that are not closely related to the veterinary field, show management may cancel exhibitor's stand space and remove exhibitor from the event with no return of fees paid for the stand space. Exhibitor must not engage in any joint promotional activity or otherwise exploit any of the stand space rights with or in connection with any third party, nor exercise the stand space rights in such a manner that confusion may arise in the minds of the public as to the party to which has been granted the stand space. Exhibitor materials and stand space may not include anything defamatory, obscene or offensive, cannot cause injury, invade the privacy of, infringe or otherwise violate show management rights or rights of a third party and does not put show management in breach of applicable law.

Exhibitor must ensure that stand space is left in good order and in a clean condition at the end of the ECVC and in accordance with the rules and regulations set out in the ECVC Exhibitor Manual. If exhibitor fails to do so, show management may carry out these obligations and, at our election, retain or dispose of any items remaining at the stand space, and exhibitor will be liable to show management for any costs so incurred. Exhibitor must arrange adequate insurance to attend ECVC and failure to do so will be a material breach of the contract. Show management can ask for evidence of insurance upon request.

## Cancellation of Exhibit Space

Notification of space cancellations must be made in writing. The ECVC's policy for refund of fees allows an 80% refund IF THE SPACE IS RESOLD. In the event of cancellation, ECVC assumes no responsibility for having included the name of the canceled exhibitor in convention materials. Security It is the responsibility of each exhibitor to provide for the security of the booth and its contents, and to take whatever precautions deemed necessary to prevent loss or damage. Please do not leave any small hand carried items in your booth unattended. Compliance with these rules will help provide maximum security.

## Copyright Policy

Exhibitors must obtain all necessary authorization from third parties concerning copyrights, music licensing rights, patents, trademarks, trade names, slogans, logos, service marks, and other similar tangible property rights used by the exhibitor. Exhibitors shall indemnify and hold harmless the ECVC, and its officers, directors, employees, and agents from any and all liabilities, claims, costs, damages and reasonable fees of counsel of the ECVC's choice incurred in connection with any claim against the ECVC arising out of or caused by exhibitor's display or distribution of any promotional materials, or performance of any music or other material that violates any copyright, patent, trademark, trade name, service mark, or other similar right of any other party.

#### **Cannabis and Hemp Derived Products**

It is the policy of ECVC to prohibit cannabis or hemp derived products to be possessed, distributed or sold at our events. No one individual or entity is permitted to bring any products into the venue or onto the show floor or function space that contains cannabis, hemp or ingredients derived from the cannabis or hemp plant, including without limitation cannabidiol or CBD.

### Liability & Insurance

It is expressly understood and agreed by each and every contracting exhibitor and his/her guests that neither the ECVC nor its employees nor its contractors shall be liable for loss or damage to the goods or properties of exhibitors.

On signing the Exhibit Rental Agreement Contract, the exhibitor releases and agrees to indemnify the ECVC, and its agents and hold them harmless from any suit or claim for property damage or personal injury (including punitive damages) by whomever sustained, including exhibitor and its agents or employees on or about the exhibitor's display or arising out of exhibitor's participation in the exhibition, expressly including such damage or injury resulting in any part from the negligence of one or more of the aforementioned indemnities. The performance of this agreement by either party is subject to acts of God, war, government regulation, disaster, civil disorder, curtailment of transportation facilities, or other emergencies over which neither party has control making it illegal or impossible to provide the facilities or to hold the function.

Exhibitors agree to maintain such insurance that will fully protect the ECVC from any and all claims of any nature whatsoever, including claims under the Workmen's Compensation Act, and for personal injury, including death, which may arise in connection with the installation, operation or dismantling of the exhibitor's display. Exhibitor agrees to indemnify and hold harmless the ECVC, and its agents for any such claims, irrespective of insurance coverage.

### Additional Filming/Activities Restrictions

Exhibitor may not organize, facilitate or participate in any commercial, promotional or trading activities at ECVC, Venue or near the Event (e.g. on the Sandestin Property) without show management express prior written permission. Show management will be entitled to charge a fee for any commercial, promotional or trading activity (including filming, photography and recording) which takes place at the Event, at the Venue or near the Event.

Exhibitor agrees to being filmed, photographed, referenced and recorded for webcast, social media and in any other medium, including written format and/or by any CCTV cameras and recordings operated by or on behalf of and made by or on behalf of ECVC, and agree to waive any rights arising under the laws of any jurisdiction. Exhibitor grants to ECVC an irrevocable, worldwide, royalty-free license to make such use of your name, voice, biography and likeness in any media and any recording, filming or photography of ECVC as we reasonably require in connection with the exploitation, advertising and promotion of the ECVC. All rights in all presentations, documentation and materials published or otherwise made available as part of the ECVC (including but not limited to any audio or audio-visual recording of the ECVC) ("Content") is owned by ECVC or is included with the permission of the owner of the rights. No (i) photography, filming or recording; or (ii) re-publication, broadcast or other dissemination of content is permitted without prior written approval. Exhibitor must not distribute, reproduce, modify, store, transfer or in any other way use any of content and in particular (but without limitation) Exhibitor must not (and must procure that each of your delegates must not): upload any Content into any shared system; b) include any content in a database; c) include any content in a website or on any intranet; d) transmit, re-circulate or otherwise make available any content to anyone else; e) make any commercial use of the content whatsoever; or f) use content in any way that might infringe third party rights or that may bring us or any of our Affiliates into disrepute. To the extent that any content is made available by ECVC online, we reserve the right to suspend or remove access to such Content at any time for any reason. Exhibitor acknowledges that said content does not necessarily reflect show management views or opinions. Please do not rely upon such content in making or refraining from making any specific business decision or other decisions. ECVC cannot accept any liability to exhibitor or anyone else for any losses of any nature resulting from any decision made or not made, or action taken or not taken, in reliance of ECVC content This disclaimer statement is in addition to any disclaimer, limitation, waiver or exclusion contained within these terms

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## **Conditions of Contract**

This contract is subject to all conditions under which space at the Sandestin Golf & Beach Resort Baytowne Conference Center is made available to the ECVC. The Exhibitor agrees to abide by all applicable fire, utility and building codes. Exhibitors are responsible for knowing and abiding by the ECVC Exhibit Contract. The ECVC reserves the right to make such reasonable changes, amendments, and additions to this contract as may be considered necessary. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, except as otherwise provided in this instrument. The contract is governed by Georgia laws.

## **IMPORTANT NOTICE**

ECVC has a contractual obligation to fill a guaranteed block of rooms at the Sandestin Golf and Beach Resort. Significant financial penalties will be assessed should ECVC fall short of the expected number of occupied guest rooms. By staying at the convention hotel you will enjoy the convenience of residing at the convention venue and to a far greater extent provide valued assistance in support of the ECVC's financial obligations.