



2022 Annual Conference Exhibit Space Application

We understand that space will be rented at the following rates:

| | | |
|---------------------------------------|-----------------------|--------------------|
| 10' x 10' (100 sq ft) | \$ 2,235 (Early Bird) | \$ 2,385 (Regular) |
| 10' x 20' (200 sq ft) | \$ 4,470 (Early Bird) | \$ 4,770 (Regular) |
| 10' x 30' (300 sq ft) | \$ 6,705 (Early Bird) | \$ 7,155 (Regular) |
| Island booth (per sq ft) | \$ 25 | |
| 10' x 10' not-for-profit booth | \$ 2,025 | |
| Corner booths (additional per corner) | \$ 250 | |

Early Bird deadline: June 30, 2022

All exhibitors receive an attendee list 2 weeks before the conference.

2022 Hybrid Exhibit Packages*

| | |
|--|----------|
| -Exhibit and virtual company listing | \$ 3,700 |
| -Exhibit, virtual company listing, Banner ad | \$ 5,200 |

*Prices above include the cost of a 10x10 space. Corner fees are charged separately. The hybrid packages are available for larger exhibit and not-for-profit spaces. Please contact NANN for those rates.

We agree to abide by the Terms and Conditions printed on the reverse side, which are made part of this contract. This is not a binding contract until it is signed by the NANN sales representative on behalf of NANN.

Size of space _____ Rate* _____

**Add \$250 to total fee if requesting a corner booth.

After referring to the floor plan, indicate preferred booth location.

| | |
|------------------|------------------|
| 1st Choice _____ | 3rd Choice _____ |
| 2nd Choice _____ | 4th Choice _____ |

List companies you would prefer *not* to be near:

Please indicate the product categories that best describe your company's products. **Maximum of three** product categories.

- | | |
|--|--|
| <input type="checkbox"/> Baby Care Products | <input type="checkbox"/> Pharmaceuticals |
| <input type="checkbox"/> Bereavement | <input type="checkbox"/> Publications |
| <input type="checkbox"/> Clinical Care | <input type="checkbox"/> Recruitment |
| <input type="checkbox"/> Developmental Care | <input type="checkbox"/> Skincare |
| <input type="checkbox"/> Education | <input type="checkbox"/> Software |
| <input type="checkbox"/> Healthcare Supplies/Equipment | <input type="checkbox"/> Temperature Management |
| <input type="checkbox"/> Hospital/Institution | <input type="checkbox"/> Transport Incubators |
| <input type="checkbox"/> Infusion Systems and Products | <input type="checkbox"/> Ventilators/Resuscitation |
| <input type="checkbox"/> Nutrition/Nutritional Equipment | <input type="checkbox"/> Other (please indicate) |

For applications received on or before June 1, 2022, please provide a 50% deposit. Applications received after June 1, 2022, require payment in full. If assigned space is not paid for in full by the specified date, it may be assigned to another exhibitor at the option of the National Association of Neonatal Nurses (NANN).

FOR NANN USE ONLY:

Booth number(s) assigned _____

Total price \$ _____ Amount paid \$ _____

Accepted by: NANN _____

Company Information

This representative will be contacted for program guide details and for future related mailings. Please print or type.

Please e-mail your 60-word **company and product description** for exhibit web listing to mliesz@nann.org no later than **July 31, 2022**.

Company Name _____

(**exactly** as you wish it to appear in the printed program and on the exhibit sign)

Street Address _____

City, State, ZIP _____

Phone () _____

Fax () _____

Website _____

READ BEFORE SIGNING: Exhibitor's signature on this contract indicates acceptance of the Terms and Conditions provided with this contract and is an agreement to pay the total amount due. The person signing this contract on behalf of the exhibitor has the authority to do so and is responsible for employees' adherence to the Terms and Conditions.

Name _____

Title (first) (last) _____

E-mail _____

Signature _____

Billing Information

This contract will be addressed to the signer (or designee indicated below, if different from above):

Name _____

Title (first) (last) _____

Company Name _____

Address (if different from above) _____

City, State, ZIP _____

Phone () - Fax () -

E-mail _____

Please complete all three steps:

1. Fax to 888.374.7259 or 847.375.4853 (international) or e-mail to mgallas@nann.org
2. Make a copy of this form for your records.
3. Return the original, with a 50% deposit* per booth, to

NANN Exhibit Office
PO Box 3781
Oak Brook, IL 60522
847.375.3673, mgallas@nann.org

Make checks payable to **National Association of Neonatal Nurses**.

*Note. For applications sent after June 1, 2022, full payment is due.

Payment Information

cc# _____ exp _____ \$ _____

check # _____ \$ _____ date _____

check # _____ \$ _____ date _____

EXHIBIT CONTRACT—TERMS AND CONDITIONS

1. APPLICATION AND ELIGIBILITY

Application for both space must be made on the printed form provided by NANN (hereinafter "the Association"), contain the information as requested, and be executed by an individual who has authority to act for the applicant. This exhibition is designed for the display and demonstration of products and services relating to neonatal nursing practice by supporting neonatal nurses in optimizing infant patient care of those individuals attending the Association's 2022 Annual Conference. The Association shall determine the eligibility of any company, product, or service. The Association may reject the application of any company whose display of goods or services is not compatible, in the sole opinion of the Association, with the educational character and objectives of the exhibition. In the event an application is not accepted, any paid space rental fees or deposits will be returned. Upon receipt and acceptance of application by Association, this application shall constitute a contract. Acceptance constitutes one or more of the following: applicant's receipt of Association confirmation letter or e-mail message, shared conference information to exhibitor, receipt of decorator kit or information.

2. EXHIBIT BOOTH PRICE

Prices per 10' x 10' - Early Bird \$2,235, Regular \$2,386; 10' x 20' - Early Bird \$4,470, Regular \$4,770; 10' x 30' - Early Bird \$6,705, Regular \$7,155; \$25 per sq ft for each Island booth, 10' x 10' not-for-profit - \$2,025. Corner booths are an additional \$250 per corner. Early Bird exhibit pricing expires after June 30, 2022. This exhibit price includes a uniformly styled draped booth, an identification sign, a listing in the conference program, and exhibitor badges for four (4) preregistered company representatives per paid 10' x 10' booth, which admit them to the exposition area at no charge. Badges for spouses are charged against this four-badges-per-booth allotment. The exhibit company will be charged \$25 per badge past the allotted 4 badges per 10' x 10' booth.

3. PAYMENT DATES

No booths will be guaranteed until the Association receives full payment of the total booth fee, along with a signed application and such application is accepted by Association. If full payment is not received by June 1, 2022, the Association will have the right to resell the assigned booth space and the cancellation terms outlined below shall apply. The exhibitor expressly understands and agrees that all amounts paid hereunder will be applied first to any outstanding obligations due the Association by the exhibitor, and then to the amounts due in accordance with this paragraph hereof, that any resulting arrearages must be paid within the time limits specified herein, and that the Association will have the right to cancel this contract if the exhibitor is or becomes in arrears with respect to any outstanding obligation due the Association.

4. CANCELLATION OF BOOTH SPACE

If the exhibitor notifies NANN in writing of the exhibitor's intent to cancel the contract after acceptance but prior to March 25, 2022, a full refund of monies, minus a \$500 administrative fee, will be made. If NANN receives a written request for cancellation of space between March 25, 2022 and June 1, 2022, the exhibitor will be liable for fifty percent (50%) of the full price of said exhibitor's booth space. No refunds will be made after June 1, 2022. In the event of cancellation by an exhibitor at no time can the cancellation fee be considered a donation or be recognized as support of NANN.

If for any cause beyond the control of the Association—such as, but not limited to, the destruction of the exhibit facilities by an act of God, the public enemy, authority of the law, fire, or other force majeure—the Association is unable to comply with the terms of this contract and deliver the space allotted hereunder, this contract shall be considered terminated and any payments made hereunder by the exhibitor shall be refunded to the exhibitor, less expenses incurred by the Association to the date of the termination allocable to the exhibitor after proration thereof among all exhibitors.

5. ASSIGNMENT OF BOOTH SPACE

Space will be assigned beginning February 2022, according to the date on which the contract and deposit are received, the points earned, the availability of the requested area, amount of space requested, special needs, and compatibility of the exhibitor's products with the Association's aims and purposes.

Points earned depend on three factors:

- The number of years the exhibitor has been a NANN Industry Relations Council member.
- The number of NANN shows in which the exhibitor has participated.
- The amount of space the exhibitor has used in previous shows.

The Association reserves the right to assign space other than the choice requested, if necessary, and the right to rearrange the floor plan and/or relocate any exhibit.

6. BOOTH, FURNISHINGS, EQUIPMENT, AND SERVICE

A uniformly styled exhibit booth will be provided with draped material on aluminum framework with a back drape that is 8 ft. high (unless noted on floor plan), side rails that are 36 in. high, and an identification sign that is 7 in. x 44 in. Non-profit exhibitors will also be furnished with one 6' skirted table and two chairs. Exhibit displays must not project so as to obstruct the view of the adjacent booths. In the rear 4 ft. of all booths, display material or equipment can be placed to a height not exceeding 8 ft. (unless noted on floor plan). In the remainder of the booth, all display material or equipment shall not exceed 42 in. in height without written approval from the Association.

7. CONDUCT OF EXHIBITS

The advertisement or display of goods or services other than those manufactured, distributed, or sold by the exhibitor in the regular course of business and identified in this contract is prohibited. An exhibitor may not assign, sublet, or apportion all or any part of the contracted booth space, nor may an exhibitor permit the display, promotion, sales, or marketing of non-exhibitor products or services. Interviews, demonstrations, and distribution of literature or samples must be made within the booth area assigned to the exhibitor. All sales activities must be compliant with the FDA and OIG. Canvassing or distributing of advertising outside the exhibitor's own booth will not be permitted. There is no restriction on selling on the exhibit floor provided that sales transactions may be conducted only within the exhibitor's own booth. Exhibitors are responsible for compliance with local, state and federal tax regulations for sales which occur on the exhibit floor. Exhibitors may not serve or dispense food or beverages of any type from their booths or in the exhibit area without consent of the Association. Helium balloons are not allowed in the exhibit facility. No part of the display, including products, is permitted outside the exhibit space. Products and furnishings should be arranged with the safety of the exhibitors and attendees in mind.

The Association reserves the right to restrict the operation of, or evict completely, any exhibit which, in the sole opinion of the Association, detracts from the general character of the exhibition as a whole. This applies to displays, literature, advertising novelties, souvenirs, conduct of persons, etc. No exhibits will be permitted which interfere with the use of, or impede access to, other exhibits or impede free use of the aisle. Photography is restricted to the confinement of your exhibit space.

8. INSTALLATION/DISMANTLING

Installation. All exhibits must be set up by 4 pm, Wednesday, September 14, 2022, without exception. Assembly of exhibits during regularly scheduled exhibit hours will not be permitted. At 4 pm, an inspection will be made, and exhibits that obviously are not being worked on and have no representative present will be assigned to the labor contractor for uncrating and erecting to facilitate the removal of crates and the initial cleaning prior to the opening. Charges will be billed to the exhibitor. Exhibit aisles must be clear by 4 pm.

Dismantling. The official closing time of the exhibits is 2:30 pm on Friday, September 16, 2022. All exhibit material must be packed and ready for removal from the exhibit area no later than 7 pm on Friday, September 16, 2022. No packing of equipment or literature or dismantling of the exhibits is permitted until closing time. Any company

violating this regulation will be fined \$200 and may be denied exhibit space at any future Association conferences.

9. ADDITIONAL EXHIBITOR SERVICES

All other services are available to exhibitors at normal charges through the official convention contractor (hereinafter "Official Contractor"). An exhibitor's service kit will be e-mailed to all exhibitors approximately 60 days in advance with complete details and deadline order dates for rental displays, additional decorating, furniture, carpeting, signs, cleaning, photography, floral, electrical, telephone, audiovisual service, drayage, and labor.

10. CONTRACTOR AND LABOR COORDINATION

The Official Contractor will have control of all inbound and outbound freight to prevent congestion in the loading and unloading area, in the aisles, and in any freight traffic area. The Official Contractor will have complete control of all labor hired and scheduling and coordination of labor for the purpose of the orderly setup, management, and dismantling of the exposition. It is highly recommended that the labor services of the Official Contractor are used for setup and dismantling. If an outside contractor is used, the following steps must be taken:

- The Association and the Official Contractor must be notified, and proof of adequate liability insurance must be given, in an amount no less than the \$1,000,000 combined single limit for personal and property damage, at least 30 days prior to exhibition setup. The booth number, name of the exhibitor, and identification of the outside contractor must be included.
- Check-in by all labor will be required at the labor service desk prior to the start of setup. No setup will be permitted without the authorization of the Official Contractor.
- All outside contractor personnel shall confine their activities to the booth in which they are working and will not be permitted to solicit on the floor or elsewhere in the exhibit hall.

11. HOSPITALITY AND ENTERTAINMENT

Hospitality suites or events sponsored by the exhibitors must be approved by the Association in writing. No entertainment may be scheduled to conflict with the Association's program hours, activity hours, or exhibit hours. The Association has blocked suites at the hotel that will be available on a first-come, first-served basis. Please complete the Ancillary Room Request Form available on the NANN website. Firms that are not exhibiting or are not Industry Relations Council members are not permitted to have hospitality functions.

12. EXHIBIT STAFF REGISTRATION

Each exhibitor will receive complimentary registration of (4) representatives (inclusive of spouses) per paid 10' x 10' booth. There will be a \$25 charge for the registration of each additional booth representative who exceeds the 4-per-booth allotment.

Each exhibitor who registered in advance will have a printed exhibitor badge available at the exhibitor registration area at the exhibit facility. This badge will entitle registered exhibitors admission to the exhibit area only. Exhibitors must wear badges at all times—including during setup times, exhibit hours, and dismantling—in order to enter the exhibit area.

Exhibitor staff, temporary help, and setup personnel must wear exhibitor badges or other badges designated by the Association or the Official Contractor. Exhibitor badges do not give admission to other conference functions, nor are they transferable.

13. GENERAL CONFERENCE REGISTRATION

Any exhibitor who desires to attend the program sessions or any optional activities must register through the NANN website.

14. SPECIAL VISUAL AND SOUND EFFECTS

Audiovisual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as in the sole opinion of the Association does not interfere with the activities of neighboring exhibitors. Operation of equipment being demonstrated may not create noise levels objectionable to neighboring exhibitors.

15. UNACCEPTABLE EXHIBITS

The exhibitor agrees not to use any displays that the Association determines, in its absolute discretion, will unreasonably endanger the person or property of the attendees or of the exhibitors, are in bad taste, are liable to discredit or subject the Association to criticism or legal liability, are inconsistent with the stated purposes of the Association and the interest and welfare of its members, are inimical to the property rights of the Association, or violate the booth regulations or any other provision of this contract. In the event the Association determines at any time that any exhibit may or does violate this contract and the exhibitor is unable or unwilling to cure or correct such violation, the Association may terminate this contract immediately and forbid erection of the exhibit or may remove or cause the exhibit to be removed at the exhibitor's expense, and the exhibitor hereby waives any claim for refund of the exhibit booth or other damages arising out of such termination and/or exhibit removal. Any exhibitor who is uncertain as to whether an exhibit is in compliance with all applicable regulations and requirements should contact the Association.

16. INSURING EXHIBITS

Exhibitors shall insure their exhibits, merchandise, and display materials against theft, fire, etc. at their own expense. It is suggested by the Association that the exhibitor contact the exhibitor's insurance broker and obtain all risk insurance covering exhibit property while absent from home premises for exhibit purposes, or a rider to the exhibitor's existing policy covering same.

Neither the exhibit facility, the Association, nor the Official Contractor will be responsible for loss or damage to any property in storage, in transit to or from the exhibit building, or while in the exhibit building for any loss of income as a result of any reduced sales due to such loss or damage. All property of the exhibitor will be deemed to remain under the exhibitor's custody and control in storage, in transit to or from, or within the confines of the exhibit hall, even though it may at times be under the temporary control or direction of the Association or the Official Contractor.

17. MUSIC LICENSING

The exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to exhibitors including, but not limited to, any music performance agreement between the Association and ASCAP or BMI. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and present the Association with a copy of such license or grant no less than 30 days prior to the start of the exhibition.

18. FDA REGULATIONS

Exhibitors shall comply with all applicable U.S. Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and pre-approved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses. Any product not FDA-approved for a particular use or not commercially available in the U.S. may be exhibited only if accompanied by easily visible signs indicating the status of the product. Exhibitors shall have available at their exhibit space a letter from the FDA that describes the allowable use of any drug or device exhibited.

19. AMERICANS WITH DISABILITIES ACT

The exhibitor shall ensure that its booth and its promotional materials and activities comply with the Americans with Disabilities Act so as to allow persons with disabilities equal access to goods and services.

20. LIABILITY FOR DAMAGES OR LOSS OF PROPERTY

Guard service is provided by the Association on a 24-hour basis from move-in through move-out. Notwithstanding the guard service provided by the Association for purposes

of general security in the exposition premises, the exhibitor shall protect, indemnify, and hold harmless the Association, the exhibit facility, and the Official Contractor from any and all liability, loss, damage, or expense by reason of any injury or injuries sustained by any persons or property or loss of property or income that might be derived therefrom occurring in or about the exposition premises or entrances thereto or exits therefrom, including that caused by or resulting from the negligence of the Association. The Association and exhibit facility shall not be responsible or liable for any injury, loss, or damage to any property or person brought in by the exhibitor or otherwise located in the exposition premises. The terms of this provision shall survive the termination or expiration of this contract.

21. INDEMNIFICATION

The exhibitor agrees that it is responsible for the defense and payment of any and all claims, demands and suits on account of any alleged injuries, death or other loss by individuals, or damage to property or other loss, to any party occurring in the exhibit facility or elsewhere because of the acts or omissions of the exhibitor, its employees or agents, licensees, guests or contractors. The exhibitor agrees to defend, indemnify and hold harmless the Association, the exhibit facility, and their respective owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "Indemnitees"), from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which any Indemnitee, its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the exhibitor, its officers, directors, employees, agents, contractors, or any other person or organization hired by the exhibitor. The term of this section shall survive the termination or expiration of this contract.

22. SHIPPING INSTRUCTIONS

Information on shipping methods and rates will be sent to each exhibitor by the Official Contractor. The exhibitor will ship, at his own risk and expense, all articles to be exhibited. The Official Contractor will provide storage for incoming freight, delivery to the booth, and removal, storage, and return of empty crates, and removal and shipment of outbound freight. All charges are based on inbound weights. All shipments must be prepaid. The address on all crated shipments shall include the exhibitor's name and booth number(s).

Exhibit material cannot be received at the exhibit facility prior to the exhibition setup dates. Such freight will be directed to and stored at the Association's designated freight handling and storage firm at the exhibitor's expense.

The exhibitor expressly agrees that any exhibit material remaining in the exhibit hall after the contracted move-out time has terminated or any damaged exhibits left behind may be removed and disposed of at the expense of the exhibitor and without liability to the Association or the Official Contractor.

23. FAILURE TO OCCUPY SPACE

Any space not occupied at the exhibit facility by 2 pm, Wednesday, September 14, 2022, shall be forfeited by the exhibitor, and space may be resold, reassigned, or used by the Association without refund, unless a request for delayed occupancy has received prior approval by the Association in writing.

24. FIRE REGULATIONS

No exhibitor shall use any flammable decorations or coverings, and all fabrics or other materials used shall be flameproof.

25. ADVERTISING MATERIAL

The use or distribution of any souvenirs during the convention shall be subject to prior written approval by the Association. Such material shall be submitted to the Association for approval 60 days prior to the convention. Except as otherwise provided, the Association will not endorse, support, or be liable for the claims made by the exhibitors as to the qualities or merits of their products or services, and no advertising or mention will indicate, claim, or suggest such endorsement or support. All handouts must be distributed within the exhibit booths.

26. CONVENTION PROGRAM

One (1) copy of the program book will be available to each exhibiting company at the exhibitors' registration area.

27. EXHIBIT SPACE FLOOR PLAN

Every effort will be made to maintain the general configuration of the floor plan for this convention. However, the Association reserves the right to modify the plan, if necessary, as determined solely by the Association. The Association shall reserve the right to change booth assignments at the Association's discretion.

28. PHOTOGRAPHY

The Association occasionally has photographs and videos of exhibitors and their booth personnel taken during the exhibition and uses this content in its promotional materials. By virtue of the exhibitor's participation in the exhibition, the exhibitor, on behalf of its booth personnel, automatically agrees to usage of its booth personnel's likeness in such materials with no remuneration to exhibitor or to its booth personnel.

29. MISCELLANEOUS

The Association shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors and this exhibition. Any and all matters not specifically covered herein are subject to decision by the Association and such decision shall be final. These terms and conditions may be amended at any time by the Association upon written notice to all exhibitors. The exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by from time to time. This contract shall be interpreted under the laws of the United States and of the State of Illinois and any disputes shall be heard only in courts located in Cook County, Illinois.

30. LIMITATION OF LIABILITY

IN NO EVENT SHALL ASSOCIATION, EXHIBIT FACILITY, AND THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "EXHIBITION 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 ATTORNEYS' 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 OR FOR ANY CLAIM BY THE EXHIBITOR, EVEN IF ANY OF THE EXHIBITION PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES EXHIBITOR AGREES THAT EXHIBITION PARTIES' SOLE AND MAXIMUM LIABILITY TO THE EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE THE EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE EXHIBITION 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 ATTORNEY'S FEES AND COSTS INCURRED BY EXHIBITION PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.

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