



Sponsor and Exhibitor Prospectus

NAON Rules and Regulations

This Reservation Request Form and Contract to participate in the NAON 45th Annual Congress in Orlando, FL, May 17-19, 2025, shall become effective when it has been submitted by the exhibiting or sponsoring company and accepted by NAON. The individual signing this Reservation Request Form and Contract represents and warrants that he/she is duly authorized to execute this binding Reservation Request Form and Contract on behalf of the exhibiting or sponsoring company. By signing below, the exhibiting or sponsoring company agrees to be bound by the terms and conditions below. The exhibiting or sponsoring company agrees that upon acceptance of this Reservation Request Form and Contract by NAON, with or without appropriate payment of the exhibition fee and/or sponsorship fees and further action by the exhibiting or sponsoring company, this Reservation Request Form and Contract, together with the terms and conditions below (collectively "this Contract") shall become a legally binding contract between NAON and exhibiting or sponsoring company ("Exhibitor Company").

Eligibility Criteria for Exhibitors

All exhibitor and sponsorship Reservation Request Forms are reviewed and approved by the NAON Board.

Exhibit Tabletop Cost

For purposes of this Reservation Request Form and Contract, the amount of the rental cost associated with the tabletop space selected by the Exhibitor is referred to as the "Exhibit Tabletop Fee."

\$2,600 per 8'x10' tabletop

Assignment of Space

All space will be assigned on a first-come, first-served basis. Every effort will be made to accommodate requests for table assignments. NAON reserves the right to make such changes to the floor plan as may be deemed necessary.

Exhibitors should frequently review its space location and change to neighboring tabletops/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. NAON anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

NAON will maintain a waitlist for any Exhibitor who wishes to be placed in a different tabletop location after their initial selection. To be added to the waitlist, the Exhibitor must submit a written request, including the requested space, to connie@orthonurse.org.

Exhibitors are added to the waitlist on a first-come, first-served basis based on the date and time of email receipt by NAON.

NAON reserves the right to change Event hours or Dates, rearrange the floor plan, change the Event format, and/or relocate any Exhibitor as it deems necessary at any time.

Tabletop Space

Each exhibitor will have one (1) 6ft. skirted table, two (2) chairs, and an identification sign. The space will not have a back or side drape. All signage, products, and literature must fit on the tables. Your table display cannot exceed 8' x 10' ft. without consent from NAON. The height of the display cannot exceed 8 feet, including the table height, and may not exceed 10 feet in depth. Excessive volume produced from any equipment or apparatus operation is not permitted.

Exhibit Fees and Payment

All rates are outlined in the Exhibit Tabletop Cost section. A payment of 100% of the total cost of a reserved tabletop or sponsorship must be submitted within 30 days of signing your contract. After April 1, 2025, full payment is required with the contract, and no refunds will be made on cancellations. Receipt of payment does not oblige NAON to accept a contract as binding. NAON retains the option of returning funds. NAON reserves the right to reassign an exhibit tabletop space if the Exhibitor fails to remit 100% of the payment by the deadline.

Credit card payments can be made using American Express, MasterCard, or Visa. Checks must be payable to NAON and can be remitted to the following address via the U.S. Postal Service:

National Association of Orthopaedic Nurses
2331 Rock Spring Road
Forest Hill, MD 21050

NAON reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

Cancellation of Space by Exhibitor or Sponsor

Cancellation of tabletop space or sponsorship must be made in writing to NAON before February 28, 2025. If received before this date, refunds, less an administrative fee of \$100 per tabletop, will be made at the conclusion of the conference. No refunds will be granted if cancellation is received after February 28, 2025, and companies are liable for the contracted total.

Eligibility to Exhibit

Notwithstanding any other provision in the Contract, NAON reserves the right to determine the eligibility of any exhibitor for inclusion in the 45th Annual Congress and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of NAON, the exhibitor or tabletop or proposed exhibit shall in any respect be deemed unsuitable. The foregoing prohibition relates to persons, conduct, articles or merchandise, printed materials, souvenirs, catalogs, and any other items, without limitation, which reflect the character of the exhibit.

Promotional Activities

Further, the Exhibitor shall not engage in any promotional activities that NAON determines to be outside the purpose and/or character of the NAON 45th Annual Congress as determined by NAON in its sole discretion.

Intellectual Property Matters

The Exhibitor represents and warrants to NAON 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 the Exhibitor), or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify NAON of any information of which the 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 NAON, 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, NAON, 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. The terms of this provision shall survive the termination or expiration of this Contract.

Use of NAON Name

NAON, NAON 45th Annual Congress, and Event logo are registered trademarks owned by the NAON. Participation by the Exhibitor in the Event does not entitle the Exhibitor to use such names or logos, except that the Exhibitor may reference the Event and use the Event logo with reference to the Exhibitor's participation as an exhibitor at the NAON 45th Annual Congress.

Participation in the Event does not imply endorsement or approval by NAON of any product, service, or participant, and any participant shall claim none.

Badges

The exhibitor will be provided with one (1) complimentary Exhibitor badge per tabletop. Exhibitor badges are for the Exhibitor's full- and part-time employees.

Minimum Age of Admission

Children under the age of 18 are not permitted in the Exhibit Tabletop Area at any time.

Indemnification

Exhibitor agrees that it will indemnify, defend, and hold NAON, their respective officers, directors, employees, agents, and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents to comply with applicable laws, regulations, and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, licensees, guests, or invitees. This indemnification of NAON by the Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of NAON. Exhibitor agrees that if NAON 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 NAON BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

Registration

All exhibitors must register to attend the conference, and no one will be admitted without a badge.

Exhibit Setup & Dismantle

Set-up of tabletops will commence in The Rosen Centre ("Facility"), Orlando, FL, at 5:00 PM on Friday, May 16, 2025. If a tabletop is not set up by 6:00 AM on Saturday, May 17, 2024, NAON reserves the right to re-assign such space to another exhibitor or to make other use of the space as deemed necessary or appropriate.

NAON reserves the right to set up the tabletop or remove the freight from the tabletop at the exhibitor's expense. No refund will be made to the original contracting exhibitor. NAON reserves the right to modify setup, exhibit, and dismantle hours, during which all exhibitors will be notified. Empty boxes cannot be stored behind the tabletop. They must be removed from the foyer space before the start of the 45th Annual Congress opening and cannot be returned before the conclusion.

No part of any tabletop or signs relating thereto shall be posted, nailed, or otherwise attached to columns, walls, floors, or other parts of the building or its furniture in any way to deface same. Damages arising from failure to observe these rules shall be payable by the exhibitor.

Tabletops are to be kept intact until the conclusion of the exhibit hall on Monday, May 19, 2025, at 12:00 PM. All tabletops will be removed starting at 5:00 PM on Monday, May 19, 2025. If tabletops are not removed by the specific time, NAON has the right to remove the tabletop and charge the exhibitor the expense.

Any Exhibitor who begins dismantling and removing their display before the close of the 45th Annual Congress may lose the privilege of exhibiting at future congresses. This rule will be strictly enforced.

Failure to Occupy Space

As specified in these rules and regulations, the exhibitor will forfeit space not occupied by the close of the exhibit installation period. This space may be resold, reassigned, or used by the exhibit management. There will be no refund for space not occupied.

Subletting Prohibition

Exhibitors may not assign or sublet this contract or permit others to use any contracted exhibit space without the express approval of NAON. Exhibitors must display only products or services manufactured or sold by them in the regular course of business. The featuring of names or advertisements of non-exhibiting firms or businesses will not

be permitted. If an article of a non-exhibiting firm or business is required for the operation or display of any Exhibitor's wares, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article is sold in the regular course of business.

Canvassing by Non-Exhibitors

The 45th Annual Congress is limited to registered attendees and registered representatives of firms, professional organizations, and dealers who have contracted with NAON for exhibit space and/or sponsorship. No other people or concerns will be permitted to demonstrate their products or distribute advertising materials at any time during Congress.

Pre-Show/Post-Show Attendee Lists

Each exhibiting company is entitled to receive a complimentary copy of the pre-and post-show attendee list with the purchase of tabletop space. The pre-show and post-show attendee mailing lists are for a one-time mailing of a single packet of advertising or other information and materials to promote their products or services in conjunction with Congress. The use of mailing lists is exclusive to exhibiting companies and is non-transferable. The list of names and addresses is, and remains, the sole and exclusive property of NAON and may not be used for any purpose or incorporated into any other list or database without NAON's express written consent. Lists contain decoy names to detect unauthorized or illegal use. NAON does not provide e-mail addresses, fax numbers, or phone numbers to Exhibitors on the pre-show or post-show attendee lists. Attendees may choose to provide their e-mail addresses, fax numbers, and/or phone numbers to exhibitors on their tabletop. The Exhibitor agrees not to violate the above rules pertaining to the pre-show and/or post-show attendee list.

Use of Space-General

No Exhibitor will be permitted to display or distribute literature or any promotion outside the confines of the assigned tabletop unless NAON gives written permission. Display of promotional material in public areas of The Rosen Centre and education session rooms is prohibited. NAON also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by NAON as not suitable for display at the NAON 45th Annual Congress.

Exhibitors are prohibited from possessing, displaying, or depicting any products, components, or company names on their tabletop that could be interpreted as a promotion of another company.

No exhibit that interferes with the use of other exhibits will be permitted, impedes access to them, or impedes the free use of the aisles. Helium balloons, lighter-than-air objects, gummed stickers, or labels will not be permitted as handouts/souvenirs. Exhibitors' or their agents' distribution of any printed materials, souvenirs, or other articles shall be restricted to the Exhibitor's tabletop.

Any special promotions, music, or stunts planned for The Rosen Centre must be cleared with NAON. Details should be submitted to NAON via email to connie@orthonurse.org at least 10 business days before the start of the Event. NAON reserves the right to designate specific days and hours during which special promotions and stunts may be conducted if permitted.

NAON reserves the right to control all suites and meeting rooms in The Rosen Centre. The proper person at the property has already set up these controls. To request meeting space and/or a hospitality room, please contact connie@orthonurse.org. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Show Hours. Activities that conflict with the nature of the NAON 45th Annual Congress are not permitted.

- NAON allows drawings, games of chance, and raffles in the exhibit space, subject to its prior written approval. The exhibitor must abide by all Florida statutes and regulations regarding these activities.
- No animals other than service animals are permitted in the Facility without prior approval.

The exhibitor must abide by all the General Policies, Rules, and Regulations of the Facility made available to the Exhibitor. The Facility has reserved the right to update, change, or amend its rules and regulations at any time.

Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. The exhibitor shall indemnify, defend, and hold harmless from all claims, costs, expenses, or other damages arising out of Exhibitor's breach of this provision and 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 the 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.

NAON does not use an official housing company but provides direct booking links to all attendees and exhibitors. Other companies may not offer the prices, service, and reliability available from booking directly with NAON. If you are contacted by ANY company except NAON about hotel reservations for the NAON 45th Annual Congress, please inform NAON at connie@orthonurse.org. NAON shall not be responsible for any damage or costs related to the Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.

All exhibiting personnel must be properly and modestly clothed.

Exhibitors, at NAON's sole discretion, are prohibited from taking videos and photographs in the exhibit space other than their own display. Aerial photography, videography, stunts of any kind by an Exhibitor, and drones are prohibited. The Exhibitor acknowledges and agrees that NAON, its employees, and contractors may take photographs/videos, including images of the Exhibitor, its name and logo, its representatives, and its exhibits while attending the Exhibition. Exhibitors hereby consent to and grant to NAON 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 compensation. The exhibitor acknowledges that NAON is the sole and exclusive owner of all rights in the images and hereby waives (a) all rights in and to such images and (b) all claims the Exhibitor and its representatives may have related to or arising from the images or their use.

Music at the tabletops or at any of the Exhibitor's functions held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.

Meetings & Displays Outside the Exhibit Space

To ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitors may not extend invitations, call meetings, or otherwise encourage the absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show Hours or any function sponsored in connection with the Event without prior notice to and approval by NAON.

Absolutely no exhibits are permitted outside the Facility. Displays are not permitted in hotel rooms, hotel public areas, or other facilities or areas contracted or used by NAON.

Fire Regulations

All materials used in exhibit spaces must be non-flammable. Electric signs and equipment must be wired to meet the specifications of the Facility and the Orlando, FL Fire Prevention Division.

If the Exhibitor has equipment that produces heat, smoke, or open flames as an integral part of the product demonstration, the Exhibitor must provide ventilation, safety equipment, proper insulation, and utility connections that meet all local fire regulations. Under such circumstances, the Exhibitor must also receive written approval of plans from the Facility, the Orlando, FL Fire Labor Relations

Full-time employees of the Exhibitor may set up the Exhibitor's own exhibits without assistance from the local union. Any labor services that may be required beyond what the Exhibitor's regular full-time employees can provide must be rendered by union personnel. The Union Steward may request proof of the full-time employment status of any personnel working in the Exhibitor's space.

If the Exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their tabletop, the Exhibitor must register their EAC no later than February 28, 2025. An EAC registration form can be requested by emailing connie@orthonurse.org. An original Certificate of Insurance must be filed with NAON in order for any EACs to gain access to the exhibit space.

Exhibitors may hand-carry their own materials into the exhibit facility. However, the use or rental of dollies, flat trucks, and other mechanical equipment is not permitted. The Rosen Centre controls access to the loading docks to ensure a safe and orderly move-in/move-out. Only full-time employees of the exhibiting company are allowed to hand-carry items.

Warranties

NAON makes no express or implied warranties regarding the availability or suitability of the contractors, services, and/or equipment of the Facility, NAON, or their respective employees, agents, or contractors.

Amendments/Interpretation

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

Enforcement/Miscellaneous

This Contract is governed by Maryland law, and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Harford County, Maryland, with respect to any action arising out of this Contract or NAON. The parties explicitly acknowledge and agree that this Contract's provisions are 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's heirs, successors, and assigns.

Limitation of Liability

IN NO EVENT SHALL THE FACILITY, NAON 45th ANNUAL CONGRESS, NAON, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "NAON 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 RESERVATION REQUEST FORM AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS RESERVATION REQUEST FORM AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE NAON PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT NAON PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE NAON PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT FEE. FURTHER, THE EXHIBITOR AGREES TO PAY ALL THE ATTORNEYS' FEES AND COSTS INCURRED BY NAON PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.