

2021 District IV Annual Meeting

Back to Basics, Connected Through Learning

VIRTUAL MEETING | OCT 8-10, 2021



2021 District VII Annual Meeting

Well Doctors, Well Patients

TULSA, OK | SEP 24-26, 2021



2021 Districts VIII and IX Annual Meeting

Bridging Medicine and Wellness: A Melodic Series of Mini-Symposiums

MAUI, HI | SEP 30-OCT 2, 2021



2021 Armed Forces Annual Meeting

Service in Changing Times

VIRTUAL MEETING | OCT 10-12, 2021



2021 District XI Annual Meeting

Focusing on Women's Health

VIRTUAL MEETING | OCT 22-24, 2021



Rules and Regulations

2021 Annual District Meetings

acogexhibits@spargoinc.com | 703-631-6200 | acog.org/admexhibits

ACOG Annual District Meetings
Exhibit Hall Rules and Regulations for in-Person and Virtual Meetings

The following rules and regulations apply to Exhibitors and Sponsors of the 2021 District IV Annual Meeting, 2021 District XI Annual Meeting, and the 2021 Armed Forces District Annual Meeting being held virtually (VADM), the 2021 District VII, District VIII & IX Annual Meetings being held in-person. The Exhibitors/Sponsors understand that when applying for exhibit/sponsorship opportunities they are bound by these rules and regulations as well as all other ACOG material. To be an Exhibitor/Sponsor, the organizations must be approved by ACOG. All organizations participating as an Exhibitor/Sponsor must have a product or service that is related to the field of obstetrics or gynecology or that may otherwise benefit the attendees. ACOG reserves the right to modify the eligibility criteria or to revoke its approval at any time and for any reason. If ACOG revokes its approval, ACOG will refund the Exhibitor/Sponsor's payment.

ACOG LOGO USE (In-Person and Virtual)

The name American College of Obstetricians and Gynecologists, the acronym ACOG and the ACOG logo are registered trademarks of the American College of Obstetricians and Gynecologists. Use of the aforementioned in conjunction with promotional materials, advertisements, email marketing, company websites, endorsements, statements, contests and/or awards are strictly prohibited. In addition, Exhibitor/Sponsor is not permitted to use the name American College of Obstetricians and Gynecologists or the acronym ACOG in a company website address, email signature/tag line, etc.

EXHIBIT SPACE APPLICATION (In-Person and Virtual)

Complete the Exhibit Space Application/Contract in its entirety. Exhibit Space Application/Contract must be signed and dated by an authorized representative of the applicant. Submission of the application for exhibit space constitutes the exhibitor's agreement to abide by these regulations.

FULL PAYMENT (In-Person and Virtual)

Exhibitor/Sponsor agrees to pay ACOG in the amounts and by the deadlines set-forth in the contract. ACOG requires payment in full 30 days from receipt of invoice. Failure to make payment does not release the contracted or financial obligation of the exhibitor or sponsor. The payments under this Agreement shall constitute payment solely for the exhibit/sponsorship program as described in the ACOG Exhibit Space/Sponsorship Application and Contract. Such payments shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by ACOG on behalf of Exhibitor/Sponsor, or income from a partnership or joint venture.

All exhibit space must be paid in full prior to move-in for any in-person meeting. Exhibitors with outstanding balances will not be permitted access to the exhibit halls. Badges will also be withheld until full payment has been received. Virtual exhibitors with outstanding balances will not be permitted access to the virtual meeting platform to set up their booth.

Payment Policy: Full payment due net 30 days from receipt of invoice.

An invoice with instructions to submit credit card payment will be sent via email.

All checks and money orders must be sent with a copy of your invoice in U.S. funds and made payable to the American College of Obstetricians and Gynecologists (ACOG).

Mail checks and money orders to: ACOG Exposition Management, c/o SPARGO, Inc. 11208 Waples Mill Road, Suite 112, Fairfax, VA 22030.

Checks sent without the invoice, in combination with other payments, or not properly addressed may have a delay in processing.

The ACOG tax ID number is 90- 0489809. See the exhibitor portal for ACOG's W-9.

CANCELLATION POLICY (In-Person and Virtual)

Upon cancellation there is 100% of total amount due from Exhibitor/Sponsor with no refunds. However, a full refund will be provided if exhibit/sponsorship is canceled by ACOG without cause.

In the event that an In-Person ADM or VADM is postponed due to any occurrence not occasioned by the conduct of ACOG, the Exhibitor/Sponsor, whether such occurrence be an act of God; the common enemy; the result of terrorism, war, riot, civil commotion, sovereign conduct; widespread dissemination of an infectious disease; curtailment of transportation facilities; or the act or conduct of any third party (individually and collectively referred to as the "Occurrence"), then the performance of the parties of their respective meeting obligations shall be excused for such period of time as is reasonably necessary after the Occurrence to remedy the effects thereof. If the Occurrence results in cancellation of a 2021 In-Person ADM or 2021 VADM, the obligations of the parties under applicable agreements shall automatically be terminated and all payments shall be refunded to Exhibitor/Sponsor, less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by ACOG through the date of sponsors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

ELIGIBILITY TO EXHIBIT (In-Person and Virtual)

To exhibit at an ADM, all organizations must be approved by ACOG. All organizations participating in the exhibition must have a product or service that is related to the field of obstetrics or gynecology or that may otherwise benefit the attendees. ACOG reserves the right to modify the eligibility criteria or to revoke its approval at any time and for any reason. If ACOG revokes its approval, ACOG will refund the exhibitor's payment.

CONFIDENTIALITY (In-Person and Virtual)

ACOG and Sponsor, on behalf of themselves and their respective agents and employees, agree not to use or disclose at any time any confidential information of the other party or its affiliated groups, unless expressly authorized in writing and/or required by law. Both parties acknowledge that the obligations undertaken in this Section will survive the termination or expiration of this Agreement.

COMPLIANCE (In-Person and Virtual)

ACOG reserves the right to remove any exhibit/sponsorship, or bar future exhibit/sponsorship participation if, in ACOG's opinion, the Exhibitor/Sponsor disregards or refuses to observe ACOG's rules, policies, or written or verbal instructions or if ACOG determines that the material is offensive or not in keeping with the professionalism or standards of the practice of obstetrics and gynecology. If exhibitor/sponsor removal does occur, ACOG will neither refund the exhibit/sponsorship fee paid nor pay for exhibitor/sponsor losses such as fees associated with the exhibit/sponsorship.

If, in ACOG's opinion, the Exhibitor/Sponsor flagrantly disregards ACOG's guideline(s), policies, or directives, ACOG reserves the right to impose an appropriate penalty which may not be stated above.

By signing (physically or electronically) the Exhibit Space/Sponsor Application/ Contract, the Exhibitor/Sponsor agrees to abide by all of the requirements contained in the Exhibit Prospectus, and any correspondence from ACOG to the Exhibiting/Sponsoring company, their staff, officers or agents. Together, these documents comprise the contract between ACOG and the Exhibitor/Sponsor. Exhibitors/Sponsors must abide by the [ACOG Meetings Anti-Harassment Policy](#).

BOOTH RESERVATION INCLUSIONS (In-Person Only)

The floor plans on the websites for 2021 Annual District Meetings (ADM) show the exhibit areas with numbered spaces. Assignment of booth will be made only when ACOG Exhibits Management receives the signed contract. Internet and electrical requirements are additional. There may be an additional charge to attend social functions.

NO-SHOWS (In-Person Only)

Exhibiting companies that reserve exhibit space and do not provide ACOG with written notice of their inability to exhibit by the first day of move-in will automatically be charged an additional lounge fee of \$500 and are still responsible for paying any unpaid balance due for any outstanding exhibit fees and may not be allowed to participate in future exhibitions sponsored by ACOG.

AFTER-HOURS ADMISSIONS TO EXHIBIT HALL (In-Person Only)

Exhibitors wearing badges may enter the Exhibit Hall one hour before the opening of the exhibition on each day and may remain in the Exhibit Hall one hour after the close of the exhibition each day to reorganize their booths. After-hours demonstrations are not allowed.

PHOTOGRAPHY AND VIDEOGRAPHY (In-Person Only)

Only ACOG's official photographer or videographer may take photos and videos in the Exhibit Hall. Exhibitors are prohibited from taking photographs or videos in the Exhibit Hall. Exhibitor agrees that ACOG and ACOG's official photographer or videographer may take photographs and videos and ACOG has irrevocable ownership of these photographs and videos with the right to use, edit, alter, reproduce, prepare derivative works, distribute copies of and display in any manner or medium for any purpose.

INDEMNIFICATION AND WAIVER (In-Person Only)

Exhibitor shall indemnify and hold harmless the District Meeting Hotel, and SPARGO, Inc., to the same extent that ACOG is required to do so pursuant to ACOG's agreement with the District Meeting Hotel: Exhibitor shall indemnify, hold harmless, and defend the District Meeting Hotel and SPARGO, Inc. the city in which the meeting is held, and their respective members, officers, directors, agents, contractors, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorney's fees) arising out of, caused by, or resulting from, in whole or in part, any act, omission, negligence, fault, or violation of law or ordinance associated with the use or occupancy of the facilities by Exhibitor, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees, or any other person entering the facilities with the implied or express permission of Exhibitor.

Exhibitor shall also indemnify, defend with counsel of ACOG's choice, and hold harmless ACOG, ACOG Land Holding Corporation, the ACOG Foundation, and their respective officers, directors, agents, employees, and members (the "Indemnified Parties") from and against any and all claims, losses, demands, actions, suits, proceedings, judgments, settlement expenses, liens, liability (including but not limited to liability assumed in contractual agreements with third parties), injuries, death, physical damage to property, and environmental damage and the defense thereof, including reasonable attorney's fees and costs (collectively the "Claim(s)") incurred by the Indemnified parties based upon, related to, caused by, or arising from, in whole or in part, any act or omission including but not limited to the negligence, gross negligence, intentional misconduct, fault or violation of law of Exhibitor, its employees, agents, subcontractors, assignees, or delegates.

In defending all Claim(s), Exhibitor shall use counsel reasonably satisfactory to ACOG and shall proceed with diligence, timeliness, and good faith in such defense. Exhibitor's duty to indemnify shall apply to an Indemnified Party except to the extent such Claim(s) results from the sole negligence, gross negligence, or willful misconduct of that Indemnified Party but said duty to indemnify shall continue as to other Indemnified Parties. Except as may be otherwise provided by applicable law, the Indemnified Parties right of indemnification shall not be impaired, reduced or diminished by any act, omission, misconduct, negligence or default of any Indemnified Party or of any employee or agent of any Indemnified Party who may have contributed there to. To the extent any law may prohibit any application of all or any part of the indemnity obligations in this Agreement, it is the intent of the Parties that any such prohibited provisions are severable and the indemnity obligations in this Agreement shall be construed to impose the indemnity obligation in all circumstances, applications and situations to the fullest extent permitted by law.

Neither the conference/exhibition sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to exhibitor or to exhibitor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the conference or exposition event.

By signing this Agreement, exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend, and hold harmless the conference/exhibition sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of exhibitor, exhibitor's agents, employees or representatives.

INSURANCE (In-Person Only)

Exhibitor shall purchase and maintain insurance of the types, in the amounts, and with all the required stipulations required by the District Meeting Hotel and shall also comply with all the insurance provisions required of ACOG pursuant to ACOG's agreement with the District Meeting Hotel.

Exhibitor shall promptly advise ACOG of any changes or lapses of the requisite insurance coverage.

- a) Exhibitor shall also purchase and maintain at a minimum during the term of this agreement the following insurance coverage:
 - i. Workers' compensation coverage for its employees valid in the District of Columbia.
 - ii. Commercial general liability policy on an Occurrence form with a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate, including bodily injury, property damage, personal injury, and contractual liability.
 - iii. Business automobile liability policy covering all owned, non- owned, and hired automobiles with minimum limits of \$1,000,000 combined single limit.
- b) Exhibitor shall provide Certificates of Insurance to ACOG at least 30 days prior to the exhibit hall move-in date evidencing the insurance required including policy numbers, dates of expiration, and limits of liability thereunder.
- c) All insurance should be provided by insurance companies with a Best's Rating of A or XII or better. Policies shall provide for a 30-day material change in favor of ACOG and the District Meeting Hotel.
- d) The required policies shall be endorsed to name ACOG, ACOG.

Land Holding Corporation, the ACOG Foundation, and their officers, directors, employees as additional insureds and shall also be endorsed to name the official service contractor for the meeting, SPARGO, Inc. and other additional insureds as required by the District Meeting Hotel; the city in which the meeting is held; and the members, officers, directors, agents, and employees of each of these three entities.

TERM AND TERMINATION

This Agreement is effective as of the date of last signature, and will terminate (i) upon conclusion of the post promotion of the Virtual Exhibits, or (ii) upon the occurrence of a material breach (including failure to make timely payments) by either party if such breach is not cured within thirty (30) days after written notice of such breach is received, or (iii) upon thirty (30) days' notice by ACOG to Exhibitor/Sponsor, with or without cause. In the event of termination for material breach by ACOG, or termination without cause by ACOG, ACOG will refund payments made by Exhibitor/Sponsor. Upon any termination of this Agreement, all rights, and privileges for use of the other party's Intellectual Property shall expire and each party shall discontinue the use of the other party's Intellectual Property.

MISCELLANEOUS

This Agreement supersedes all prior writings or oral agreements and constitutes the entire agreement between the parties on the subject hereof; it may be amended only by a writing clearly setting forth the amendments and signed by both parties. This Agreement is binding on the parties, their successors, and assigns, provided that no party may assign this Agreement without the prior written consent of the other party. Either party's waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. All notices required or permitted hereunder shall be in writing, sent to the parties at the addresses provided by the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia.

EXHIBITOR/SPONSOR DISPUTES AND ACOG

Exhibiting/Sponsoring companies, their employees, agents, and vendors agree that any legal disputes, suits, or actions between ACOG and an Exhibitor or Sponsor resulting from the participation in the exhibition or related activities of the 2021 VADM will be governed by the laws of the District of Columbia without regard to conflicts of law principles, and shall be adjudicated exclusively in the courts located within the District of Columbia. Exhibitor/Sponsor hereby consents to personal jurisdiction and venue in the District of Columbia.