



# EXHIBIT BOOTH APPLICATION

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Fees:**

Registration per booth before 8/31/05 - \$1500\* (\$1200 ACES Assoc. Member) \$ \_\_\_\_\_

Registration per booth after 8/31/05 - \$2000\* (\$1700 ACES Assoc. Member) \$ \_\_\_\_\_

Sponsorship in lieu of registration \_\_\_\_\_ \$ \_\_\_\_\_

Additional Representatives \_\_\_\_\_ x \$325 \$ \_\_\_\_\_

TOTAL Due \$ \_\_\_\_\_

*\*Registration fee provides one 6' table top space, two name badges which allow representatives admittance to Exhibit Hall (for exhibits, receptions, continental breakfasts, and luncheon) and Gala Dinner, and link as a participating vendor on the official homepage for the meeting. See Sponsorship Opportunities sheet (enclosed) for specifics associated with each level of sponsorship. Badges for additional representatives may be purchased for \$325 each.*

**Payment Information**

Check made payable to ACES/SEE Seminar is enclosed

Visa       Mastercard       Discover       American Express

Credit Card Number: \_\_\_\_\_ Expiration: \_\_\_\_\_

Name on Card (please print): \_\_\_\_\_

Credit Card Signature: \_\_\_\_\_

**Electrical Requirements** (you will be notified of additional charge) \_\_\_\_\_

**Representatives attending meeting:** \_\_\_\_\_

Our company  will     will not have representatives attending Gala Dinner on Sunday, Feb. 19.

**Representatives attending dinner:** \_\_\_\_\_

**Mail exhibit materials to:**

*PLEASE SEE SHIPPING NSTRUCTIONS BEING TRANSMITTED AS A SEPARATE DOCUMENT.*

**1. Limitation of Liability.** The Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the premises of Marriott's Frenchman's Reef Resort ("Resort") and will indemnify, defend and hold harmless the Resort, its agents, servants and employees from any and all such losses, damages and claims. The Exhibitor further agrees to indemnify and hold harmless American College of Eye Surgeons, ("ACES"), The Society for Excellence in Eyecare ("SEE") (ACES and SEE referred to herein jointly as "Management") , and the city in which this Exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or other cause sustained by any persons or others. ACES, SEE, and/or Resort shall not be responsible for loss or damage to displays or goods belonging to exhibitors, whether resulting from fire, storms, acts of God, air threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times.

Exhibitor's liability shall include all losses, costs, damages, or expenses arising from or out of, or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof.

Neither Resort nor Management shall have any obligation to supervise and/or protect Exhibitor's property within the Exhibition. Exhibitors may furnish guards at their own cost and expense, with prior approval by Management.

The Exhibitor agrees that Management shall not be responsible in the event of any errors or omission in the listings in the Exhibitors Official Directory and in any promotional material.

Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, costs and expenses, including without limitation, attorneys fees and amounts paid in settlement incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his Agents, or Employees.

**2. Default in Occupancy.** If Exhibition space is not occupied by the time set for completion of installation of displays, such space may be possessed by Management for such purposes as it may see fit.

**3. Space Cancellation.** In the event the Exhibitor cancels all or part of the Exhibit space, the following provisions shall apply: a) If written Notice of Cancellation is received by the Management prior to Jan. 15, 2006, the Exhibitor shall pay a Cancellation fee of 30% of the canceled Exhibit Space Rental Fee. b) If Notice of Cancellation is

received on or after Jan. 15, 2006, the Exhibitor shall pay a cancellation fee equal to the full canceled Exhibit Space Rental Fee.

Non-Payment of balances by Jan. 15, 2006, may be considered a "Space Cancellation" at the discretion of Management.

**4. Damage to Property.** Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or to other Exhibitors property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.

**5. Decoration.** Management shall have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth, and no liability shall attach to Management for costs that may devolve upon Exhibitor thereby. An Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to Exhibitors in adjoining booths (no logos, no graphics).

**6. Hospitality/Exhibitor Events.** All Exhibitor seminars, extra curricular events, hospitality suites, food and beverage arrangements, including dates, times, and duration of function(s), must be coordinated with the Management and Resort. Management reserves the right to schedule such functions so as not to conflict with exhibit hours or other events.

**7. Obstruction of Aisles or Booths.** Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors booths shall be suspended for any periods specified by Management.

**8. Insurance.** Exhibitor is advised to see that his/her regular company insurance includes extra-territorial coverage, theft, public liability, and property damage insurance.

**9. Losses.** Management shall bear no responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost. Exhibitor is advised to ensure against these risks.

**10. Default.** If the Exhibitor defaults in any of its obligations under this contract or violates any of its obligations or covenants under this contract, including without limitation any Exhibition Rule or Regulation promulgated pursuant to the contract, the Management may without notice, terminate this agreement and retain all moneys received on account as liquidation damages. The Management may thereupon direct the Exhibitor forthwith to remove its Employees, Agents or Servants, and all of its articles of merchandise and other personal property from the space contracted for and from the Exhibition Hall.

**11. Assignment of Booth.** Management reserves the right to assign Exhibitor to the best available booth at the time this application is received. Booths will be assigned on a first-come, first-served basis. This application, when accompanied by a check for the full amount, or appropriate credit card information, subject to collection, and approved by Management, shall become a contract in accordance with all Exhibit Rules and Regulations listed above.

I have read and agree to the foregoing policies, rules, and regulations, including the cancellation policy.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Return this Application, with registration fee (credit card information or check made payable to SEE/ACES Island Seminar), to:**

Society for Excellence in Eyecare  
PO Box 6139  
Palm Harbor, FL 34684-0739

For delivery via Federal Express, or other overnight service, please send to:

American College of Eye Surgeons  
334 East Lake Road, #135  
Palm Harbor, FL 34685

**If you have questions, please contact:**

Carrol Roark, Membership & Meeting Coordinator, SEE  
(630) 699-1929 (727) 786-6622 (fax)  
info@excellenteyesurgery.com