



NAOC 2020 Exhibitor Terms & Conditions

Official Service Contractors NAOC 2020 has designated the American Ornithological Society (AOS) as the meeting administrator (contact Crystal Ruiz, cruiz@americanornithology.org) to coordinate exhibitor services of the partnering societies of NAOC 2020 (Organizer) through its virtual platform.

Exhibitor Fees Commercial and nonprofit exhibitors wishing to participate in the virtual meeting must open an account on AOS's [Member Portal](#) and purchase their exhibitor package through the Exhibitor Portal. Rates vary according to the level of participation.

Requests for Virtual Presentation Event Commercial and nonprofit exhibitors wishing to conduct an online presentation (product promotion, training, infomercial, Q&A, etc) must provide relevant details in the exhibitor portal. Registration rates vary.

Payment Payment should be made through the AOS Member Portal. Exhibit fees must be paid in full by 6 July 2020. Failure to make payment by this date will be considered a *Cancellation Without Notice* by the exhibitor, resulting in loss of exhibit space and forfeiture of refund on fees paid up to that date.

Cancellation Policy Cancellation of exhibit space must be sent in writing to AOS (Crystal Ruiz, cruiz@americanornithology.org). Cancellations before 24 July 2020 will incur a \$200 administration fee (or 100% where purchase price is less than \$200). After 24 July 2020, no refunds will be granted.

Exhibit Formats and Options The virtual format for NAOC will allow for various levels of exhibitor visibility and interaction with attendees. See the [Exhibitor page](#) on the NAOC website for a complete list of options.

Online Setup Exhibitor will provide AOS with all necessary information for their online exhibition no later than 24 July 2020. This includes, but is not limited to, logos, web links, and text necessary for conference staff to build out their space on the website, conference app, and landing slide for presentations (per their specific exhibitor package). Information not provided by the deadline above cannot be guaranteed for display in time for the opening of the virtual conference environment. Any online space not occupied by the opening of the conference will be considered a no-show, and the space will be forfeited by the exhibitor. The forfeited space may be resold or used by the Organizer without obligation for any refund whatsoever, unless arrangements for delayed occupancy have been made.

The exhibitor shall not be authorised to share, sub-let or assign its online exhibition to any other company or to entrust it to other parties in any other way.

The exhibitor shall only be allowed to display and distribute advertising material and to address visitors within their own virtual exhibit space and as described in the [Exhibitor page](#) on the NAOC website.

Activities at, and operations of, the online exhibition, including any associated virtual meetings or networking, shall be carried out in such a way that no nuisance will be caused to the event. In cases to the contrary, the Organizer shall be authorised to exclude the exhibitor from the event. In the event of exclusion, the Organizer will not refund any payments.

Registration of Exhibitors/Personnel Virtual exhibition packages include one registration for an exhibitor representative to participate in the online conference as described in the [Exhibitor page](#) on the NAOC website. To confirm and activate their attendance, the exhibitor representative must register separately through the registration portal for general attendees using a designated coupon code.

Indemnification/Liability Exhibitor agrees to indemnify the Organizer and its agents and respective representatives, officers and sponsors and hold them harmless against any liability, judgment, demand, action, suit, loss, damage, cost and other expenses in connection with the NAOC 2020 meeting. In return, the Organizer and their agents, representatives and sponsors agree to indemnify its event exhibitors and their respective employees, officers, and agents and hold them harmless against any liability, judgment, demand, action, suit, loss, damage, cost and other expenses in connection with the NAOC 2020 event.

Termination In the event the Organizer must cancel the virtual conference for reasons including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, terrorist acts, strikes, labor disputes, failure of public utilities, or hazardous weather (actual or forecasted), acts of terrorism, or any Force Majeure Event the exhibitors will waive liability and release the Organizers and their agents, representatives and sponsors of and from all claims for damages and agree that the Organizer shall have no obligation except to refund exhibitors.

Miscellaneous The failure on the part of partnering societies of the Organizer and their agents, representatives and sponsors to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder. The Organizer and their agents, representatives and sponsors shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond reasonable control. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by you except with the prior written consent of AOSr (contact Crystal Ruiz, cruiz@americanornithology.org).

This Agreement shall be governed by the laws of the District of Columbia and the parties shall submit to the exclusive jurisdiction of the District of Columbia courts. A party that substantially prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys' fees and costs. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in writing and signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind the Organizer and their agents, representatives in any respect whatsoever.