



OCTOBER 26-29, 2022 • SAN DIEGO CONVENTION CENTER • SAN DIEGO, CALIFORNIA, USA

In the following rules and regulations section for Academy 2022 San Diego brought to you by the American Academy of Optometry (AAO), “Convention Center” refers to San Diego Convention Center and “Operator” refers to the San Diego Convention Center Corporation, Inc., City of San Diego, and San Diego Unified Port District.

The American Academy of Optometry (AAO) reserves the rights, in its sole reasonable discretion, to: (i) amend AAO rules and regulations at any time; (ii) grant or deny its consent; and (iii) apply, interpret, and enforce these rules. Any point not specifically covered in these rules is subject to the decision of AAO, whose decision shall be final.

Purpose of the Exhibit

The purpose of Academy 2022 San Diego’s exhibition is to disseminate knowledge and promote the development and application of optometry. **Only exhibitors whose materials are related to those purposes will be allowed to maintain displays.** The American Academy of Optometry (AAO) reserves the right to determine whether Exhibitor’s materials relate to the purpose of the exhibition. If AAO determines an exhibitor is in violation with the purpose of the exhibit, AAO maintains the right to ask an exhibitor to leave during the event. Misrepresentation by exhibitor of one’s exhibition materials will not be tolerated and violators who are asked to leave will not be refunded.

Booth Reservation and Confirmation

To be assigned booth space for Academy 2022 San Diego, the exhibitor must complete the online booth space application and contract. **By completing an application to contract booth, the exhibitor agrees to all exhibiting terms and conditions, including payment for requested booth space, upon confirmation of the requested both spaces.**

Upon confirmation of booth space, the exhibitor agrees to pay 25% of the total booth cost of the contracted booth space within seven business days of confirmation. Failure to do so will result in cancellation of contracted booth space (unless other terms have been discussed and approved by the Manager, Exhibits & Corporate Support).

Refund/Cancellation Policy

- 25% of the total booth cost of original contracted space is non-refundable.
- Companies canceling their exhibit space on or before March 31, 2022, receive a refund of all payments made to date less the 25% non-refundable deposit.
- Companies canceling their exhibit space on or after April 1, 2021, and before July 15, 2022, receive a refund of all payments made to date less a 25% penalty and the, 25%, non-refundable deposit.
- Companies canceling their exhibit space on or after July 15, 2022, receive no refunds.
- Companies downsizing their exhibit space on or after July 15, 2022, will be liable for 25% of initial booth space costs.



Terms of Liability

- December 15, 2021 to March 31, 2022 | Exhibitor is 25% liable for exhibit space contracted.
- April 1, 2022 to July 14, 2022 | Exhibitor is 50% liable for exhibit space contracted.
- July 15, 2022 or after | Exhibitor is 100% liable for exhibit space contracted.

Booth Upsizing

At any time after signing the original Contract, Exhibitor may enter into a new contract for larger space, subject to availability.

Booth Downsizing

The amount of space reserved may be reduced by Exhibitor by giving written notice to the exhibits manager adrienne@aaoptom.org.

Reduction of booth space will result in the following penalties:

On or before July 15, 2022 - 25% of the original Contract price. Any overage will not be refunded.

After July 15, 2022 - 100% of the original Contract price.

Payment in excess of the cost of the new space is nonrefundable. There will be no exceptions.

Alarms

In the event that an alarm goes off, please know that Convention Center staff does not deactivate the alarm until the proper emergency response team is on-site, verifies the cause of the alarm and then deactivates the alarm. The Convention Center operates at a maximum safety level that helps to ensure life safety. In case of an emergency following an alarm, staff will activate the Convention Center's public address system and provide direction to everyone in the facility. When the public address system starts to operate, please listen and follow the directions. Doing anything else will increase the hazard and will put you and your attendees at risk.

Animals

Except for guide, signal or service animals, animals are not allowed in the facility without prior written approval. Approval is based on whether the animal is legitimately part of a show, exhibit or activity requiring the use of animals. If allowed, Licensee/Show Management is responsible for the liability and sanitary needs associated with the animals.

Arrangement of Exhibits

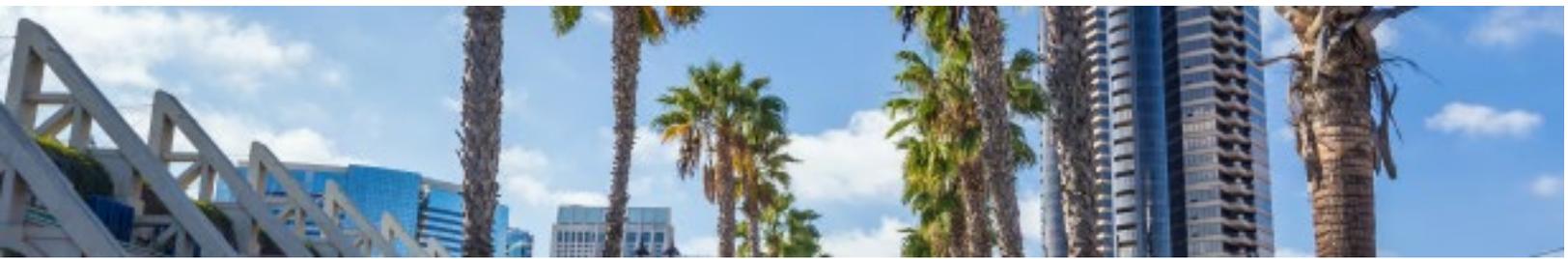
The American Academy of Optometry follows International Association of Exhibitions and Events (IAEE) Guidelines. Booths include standard drapery, one identification sign, five Exhibitor personnel badges per 100 square feet of booth space, and two complimentary listings (one in the Academy.22 event app and the other in the Academy 2022 San Diego Industry Connections Guide). **The floor space for all booths must be carpeted or in some other way professionally covered, with the cost for this covering being the responsibility of the Exhibitor.** If such floor covering has not been arranged by the Exhibitor prior to the conclusion of move-in, AAO reserves the right to order carpeting at Exhibitor's expense.

Balloons

The display and distribution of balloons will not be allowed at any time within the Exhibit Hall. Balloons are detrimental to the fire detection systems installed in the exhibit hall. Helium balloons distributed outside the facility shall not be permitted inside the building. Their use is strictly prohibited.

California Exhibits

Exhibitors engaged in selling activities must possess a valid California seller's permit (unless exempt from such requirement under California law). Upon request, Exhibitor must promptly (within 10 business days)



provide AAO with its seller's permit number (or reason for exemption). Information covering how to obtain a valid California seller's permit can be found [here](#).

Cannabis & CBD

Under the San Diego Municipal Code (SDMC), no marijuana (means all parts of the Cannabis sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin) or marijuana products (means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including but not limited to, concentrated cannabis, or an edible or tropical product containing cannabis or concentrated cannabis and other ingredients) can be sold or distributed unless they are sold from a licensed marijuana outlet.

CBD oil is regulated under the SDMC because it is made from a portion of the cannabis plant. Sales and sampling are prohibited on-site at the venue.

Damage to Convention Center

Exhibitor shall be solely responsible for any and all damage to the Convention Center caused by Exhibitor, its contractors, any company attending pursuant to an Additional Listing Contract or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

Dangerous Weapons

A dangerous weapon is any object or device designed or intended to be used to inflict serious injury upon persons or property. The possession of a dangerous weapon is prohibited in the Convention Center. All concealed weapons are strictly prohibited in the Convention Center. Dangerous weapons include, but are not limited to firearms, explosives, stun guns, handcuffs, brass knuckles, sticks, clubs, batons, martial arts instruments, pepper spray, tear gas, knives, etc. Guests found in possession of the above-mentioned items will be asked to remove the item from the Convention Center or dispose of it. Guests who refuse to comply will be removed from the building and may be subject to arrest.

Disclaimer of Warranties

The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise, including but not limited to any implied warranties of merchantability or fitness for any particular purpose, all of which are hereby excluded to the fullest extent permitted by law.

Drone

Limited drone usage is permitted inside the Convention Center. Drones are not permitted to fly on the outside perimeter of the building without prior FAA authorization. For additional information, contact your Event Manager.

Electrical & Rigging

Electric Safety

All show and exhibitor equipment must be UL approved. Extension cords shall be three-wire with ground and shall service one appliance or device. Multi-plug adapters must be UL approved and have an overload internal circuit breaker. Home-type "cube" taps are prohibited. Spliced wires are heat generators and are prohibited.

Cooking/warming devices shall be electric and shall be UL or FM approved. Cooking/warming devices and heated products need to be four feet away from the front of the display, or have a shield 18" high, 1/4" thick across the front and down the sides of the demonstration area.

A 2A10BC fire extinguisher must be in the booth and readily available near the demonstration area.



Electrical equipment shall be installed, operated and maintained in a manner that does not create a hazard to life or property. Sufficient access and working space must be provided for all electrical equipment and must comply with current N.E.C. standards.

Electric Services

The Convention Center requires that all electrical work inside or attached to disconnect switches, panels, motor control centers, panel boards and other electrical equipment controlled by the Convention Center, be performed by Convention Center electrical staff or approved utility services contractors only.

Exhibit Space

Any booth not set, or left empty (i.e., no freight, no furnishings ordered, no obvious set up activity) by 3:00 pm on October 26, 2022, will be considered no-shows and will be forfeited without refunds of any fees paid. It is the Exhibitors responsibility to contact Show Management if such a circumstance should arise. Exhibitors may not assign, sublet, or have any space allocated to it and may not advertise or display goods other than those intended on the 2022 space application.

Early Dismantling

No exhibitor will be allowed to dismantle any portion of their exhibit prior to the end of exhibit hours on the final day of exhibits. Exhibitors who dismantle prior to the closing of the show will forfeit accrued seniority at the next Academy annual meeting.

Foam Core

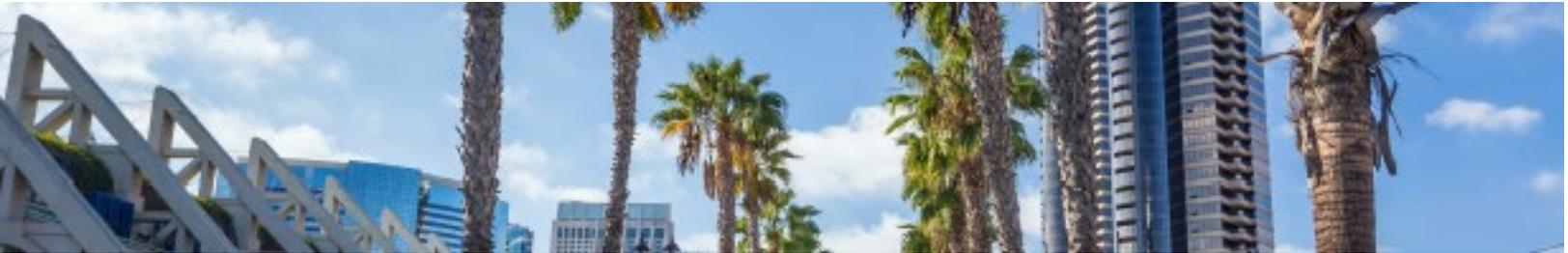
The State of California is banning all Styrofoam, including foam core signage by 2020. Foam core is associated with a myriad of ecological hazards and is not biodegradable. Foam core signage made prior to 2020 that is reused annually is permitted; however, foam core may not be used for signage that will be disposed after an event.

Food & Beverage

Centerplate of San Diego is the exclusive provider of food, beverage, and catering services within the Convention Center. The San Diego Convention Center prohibits any food or beverages from being brought into the building. The Convention Center has an exclusive agreement to provide all catering and concessions within the facility. If staff witness an individual bringing outside food into the Convention Center, they will be turned away. Alcoholic beverages are not to be distributed within any booth space at Academy 2022 San Diego. Violators will be penalized and banned from exhibiting at future American Academy of Optometry events.

Force Majeure

AAO may suspend or terminate this Contract without penalty in the event the Convention Center becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the Academy 2022 San Diego as scheduled due to any event beyond the control of AAO, including but not limited to the following: strike; lockout; injunction; emergency; Act of God; fire; flood; earthquake; other types of natural disaster; pandemic; epidemic; labor dispute; any law, ordinance, rule or regulation which becomes effective after the date of the execution of this Agreement which may adversely affect attendance or the ability to hold the event; travel, social distancing or gathering capacity restrictions or recommendations issued by a governmental authority, agency or recognized health organization; Act of war or terror; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impracticable for AAO to hold the Exhibit as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any convention center, headquarters, hotel(s), or necessary expansion space). In such an event, Exhibitor hereby waives any and all damages and claims for damages and agrees that the sole liability of AAO and the Sponsors of the AAO shall be to refund to Exhibitor all payments made for exhibit space, less a proportionate



share of all expenses incurred and committed by AAO, such as, but not limited to, advertising, convention center fees, etc., to the extent any monies remain after payment of such expenses.

Freight Deliveries & Materials Shipping

The Convention Center will not accept delivery of show materials or freight. Freight or shipping carriers must deliver freight to the attention of Licensee/Show Management's official service contractor or Licensee/ Show Management during licensee's contracted days.

General

The parties are independent contractors with respect to each other, and nothing herein shall create any association, partnership, joint venture, or agency relationship between the parties. Neither party has any right nor authority, to assume or to create any obligation or responsibility on behalf of the other party except as otherwise provided herein. The parties agree that all rights and obligations provided in this Agreement which do not expressly terminate pursuant to this Agreement shall survive beyond the term of this Contract and shall remain in full force and effect in perpetuity. This Contract represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter herein. This Contract may be modified only with signed written consent of AAO. The waiver of a breach of any of the terms hereof or of any default hereunder shall not be deemed a waiver of any subsequent breach or default, whether of the same or similar nature, and shall not in any way affect the other terms hereof. No waiver or modification shall be valid or binding unless in writing and signed by the waiving party. All provisions of this Contract shall be severable, and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid.

Glitter, Confetti, Popcorn and Other Materials

The use of glitter, confetti, sand, or simulated snow types of material, as well as popcorn, is not permitted. Popcorn is not permitted without prior written approval from the MCCA. Additional cleaning charges may apply.

Hard Construction

The Convention Center does not allow any hard construction activities to be executed on the exhibit floor or within the building, such as, but not limited to, material sawing, painting, welding, soldering, etc. without prior written approval. No spray paint, adhesives, cement and/or anchors are allowed on the premises.

Hospitality Space and Associated Exhibitor Activity (Affiliate Meetings/ICW)

Space is to be used for internal company, institutional, or organizational meetings or social functions, and is subject to the AAO Affiliate Space Rules and Regulations and as amended in the future. In the event that a meeting space is used for unauthorized functions, AAO reserves the right to revoke and reassign space. All payments will be forfeited, and your company, institution, or organization risks revocation of exhibitor priority points. Show Management reserves the right to control all group activities sponsored by exhibitors during the period of the Annual Meeting whether they are held inside or outside the meeting facilities or official hotels. Failure to seek the necessary approval from Show Management for sponsorship of such an activity will result in the loss of priority points and possible refusal of the right to exhibit at future meetings.

Indemnification

The exhibitor agrees to protect, indemnify, and hold Show Management, The Academy, San Diego Convention Center, their respective officers, directors, agents, and employees against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from or by reason of any accident, bodily injury, property damage, or other claims or occurrences to any person, including exhibitor, its employees and agents, or any business invitees, arising out of or related to exhibitor's occupancy or use of the exhibition premises in the meeting or on and adjacent to San Diego Convention Center. **Proof of insurance must be submitted prior to exhibiting at Academy 2022 San Diego.**



Installation and Dismantling

Exhibitor will not be allowed to set up, nor will freight or furnishings be delivered to Exhibitor's booth until AAO receives the full space rental fee payment. Exhibitors must comply with all move-in and move-out requirements as set forth in the Exhibitor Service Manual. Exhibitor agrees that if AAO should receive, handle, or have in its care or custody Exhibitor's property of any kind, AAO is authorized to act solely for the accommodation of Exhibitor, and AAO shall not be liable for any loss, damage, or injury to such property.

Insurance

Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor's participation in the Academy 2022 San Diego, including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million U.S. dollars (USD 1,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name Academy 2022 San Diego and each of the Sponsors, including their respective members, officers, directors, agents and employees (collectively the "AAO Parties") as additional insureds, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against the Parties. Further, said insurance shall include a provision for notification to AAO at least thirty (30) days prior to cancellation. Exhibitor shall furnish AAO with a Certificate of Insurance verifying such coverage 30 days prior to the exhibition.

Limitation of Liability

Exhibitor agrees that the liability of AAO under this agreement shall not exceed the amount of space rental fees paid by Exhibitor. In no event shall AAO be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. To the extent allowed by law, no claim may be brought against the AAO beyond one (1) year of the conclusion of the Academy 2022 San Diego.

Logo Usage

Exhibitor agrees to provide AAO with a limited, revocable, non-exclusive, nontransferable, worldwide, royalty-free license to use, distribute, display, make derivative works from and copy the trademarks and logos of Exhibitor for promotional and marketing purposes related to Academy 2022 San Diego.

Move-in and Move-out

Children under 18 years of age are not allowed on the show floor during move-in and move-out. Closed toe shoes must be worn at all times in the exhibit halls and docks. No access will be granted to the exhibit halls or docks if the shoe policy is not followed. No open-toed footwear, sandals or flip flops allowed.

Noise Levels in Displays

Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitor and their patrons, nor cause the aisles to be blocked. **Operators of noisemaking exhibits must secure approval of operating methods before the exhibits open.** Noise levels must be held to an 80-decibel maximum at all times. Show Management will monitor the 80-decibel regulation on-site.

If an exhibitor is in violation of the 80-decibel regulation, they will receive one warning. If the exhibitor continues to operate noisemaking exhibits in excess of 80-decibels after the first warning, Show Management reserves the right to cut the power of the offending mechanism, or otherwise ensure the noisemaking mechanism is shut off. Any expenses incurred in this instance will be the sole responsibility of the exhibitor.



Photography

Neither photography nor video recording are permitted in the Convention Center without AAO's express, prior written consent. Sanctions for noncompliance may include the seizure and destruction of film or electronic storage devices.

Priority Point Assignments

Booth space for Academy 2022 San Diego is assigned in priority point order first, and then on a first-come, first-served basis after all priority point assignments have been completed. The priority-point system is designed to recognize companies that support the Academy's annual meeting and its activities, and to encourage new companies to participate.

Priority points are assigned for each year of participation as an exhibitor and/or corporate supporter. Each Exhibitor is credited with ten (10) Priority Points for each year exhibiting at the annual meeting, plus one point for each 100 net square feet (10'x10') of exhibit space. Companies can also earn priority points for advertising and/or sponsorship dollars spent with the Academy; please contact the Exhibit Manager for details.

Prohibited

The San Diego Convention Center prohibits the use of the items below. This is not an exhaustive list. If you are unsure about an item, please check with the Exhibits Manager prior to Academy 2022 San Diego:

- Decorative Candles
- Open Flames
- Welding Equipment
- Confetti
- Glitter
- Pyrotechnics
- Popcorn
- Sand
- Hazing, Mist or Fog-producing Machines
- Foam Core

Provision in Case of Default

If any exhibitor fails to perform any material term or condition of the contract, Show Management reserves the right to terminate this contract immediately and to withhold from the exhibitor possession of the space involved or to take immediate possession thereof.

Restrictions

Exhibitor's activities shall be restricted to Exhibitor's booth space only. AAO reserves the right to restrict, reject, prohibit, or eject any exhibit, in whole or in part, which becomes objectionable due to noise, safety hazards, or other reasons. AAO reserves the right to deny access to or eject any person whose behavior becomes objectionable or inconsistent with the Code of Conduct. In any such event, no refunds will be issued. Sanctions for noncompliance with AAO's rules and regulations may result in forfeiture of all fees paid and ineligibility to exhibit at or attend any future AAO meeting.

Right of Refusal

Show Management reserves the right to exercise its sole discretion in the acceptance or refusal of exhibit applications.

Samples

Food and beverage product exhibitors who are germane to events and are lawful manufacturers or distributors of food and/or beverage products may distribute samples. Samples must be distributed from those specific exhibitor booth locations only. Samples may not exceed two ounces by weight of a solid product, and



four ounces by volume of a non-alcoholic beverage product. All alcoholic beverage sampling must be serviced by the Convention Center's Food and Beverage Department. Approval for distribution of samples must be obtained prior to an event.

Please contact the Catering Department at 619.525.5800, or your Event Manager for additional information prior to the event.

Exhibitors distributing unauthorized food and/or beverage without receiving proper certification will face penalties.

Security

Show Management provides perimeter access security for the Exhibit Hall and public spaces. Neither Show Management nor the San Diego Convention Center are responsible for loss or damage to exhibitor property. Entry into another exhibitor's booth without permission is strictly prohibited. For the protection of valuable items and equipment, exhibitors may require additional security and are encouraged to secure it. Further details can be found in the Exhibitor Service Manual available July 22, 2022.

Show Cancellation

In the event of acts of God, fires, strikes, or other unavoidable occurrences rendering the exhibit space unfit for use, Show Management will attempt to provide exhibit and meeting space at another location. In the event that Academy 2022 San Diego is not held at all, an exhibitor's sole remedy is a refund of its exhibitor space fees paid, less any actual costs incurred by the Show Management. The Academy is not liable for any travel expenses incurred by exhibitor in the event Academy 2022 is canceled.

Signage

Affixing Signage Graphic wall, door and window clings are allowed with prior approval by the Event Manager. All locations must be approved and plotted on a diagram prior to installation. For carpet cling requests, please contact your Event Manager. Only certain materials are approved for usage. Nothing may be taped, nailed, stapled, tacked, or affixed to ceilings, walls, painted surfaces, fire sprinklers or fabric walls/air walls. It is the responsibility of Licensee/Show Management to inform your vendors, exhibitors, speakers, and staff of the policy. Check with your Event Manager for further information on appropriate displaying methods.

Smoking & Vaping

The Convention Center is a non-smoking facility. By state law, and in the interest of public health, the Convention Center has adopted a nonsmoking policy. There are designated areas outside the building where smoking and vaping are permitted.

Solicitation

Solicitation of other exhibitors or interfering with other exhibitors will jeopardize a company's future exhibiting status.

Sound

Exhibitors may use sound equipment in their booths as long as the noise level does not disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle. Any sound that exceeds 80 decibels measured at the edge of an exhibitor's booth is considered objectionable and will not be allowed. The Convention Center does not allow outside equipment to be connected to or operated from the house sound system.

**Storage**

Storage of all sales literature and paraphernalia must be accommodated within the booth space storage areas (i.e., on or under tables). No crates, fiber cases, cardboard boxes, or reserve supplies may be stored behind the booth back walls. Accessible storage is available through the General Services Contractor.

Special Placement

Show Management reserves the right to place any exhibitor in a strategic location in order to obtain the best possible traffic flow and maximum benefit for the trade show.

Use of Space

The exhibition is a tradeshow designed to provide a showcase for display of products, services, instrumentation, and educational resources related to eye care products and services. The exhibition is held primarily as a means of product display and education.

Video Recording

Video recording is prohibited on the show floor unless prior approval is received from Show Management. All requests should be sent to exhibits@aaoptom.org.