EXHIBITOR & SPONSOR
PROSPECTUS
American College of Nurse-Midwives
61st Annual Meeting & Exhibition
May 22-26, 2016 | Albuquerque, NM
ALBUQUERQUE CONVENTION CENTER
Participate in Our 2016 Exhibit Hall at the Albuquerque Convention Center

Midwives play a leading role in women’s health care and are well-positioned to play an even more prominent role in years to come. Capitalize on this opportunity to reach an audience of 2000 key players in women’s health, the colleagues they work with every day, and the women they serve.

Exhibit

Booths were assigned during the 2015 Annual Meeting on a priority point basis. Booth assignments are now being offered on a first come, first served basis. Follow the instructions provided at http://bit.ly/ACNM2016-ExhibitBoothRequest to register online.

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<tbody>
<tr>
<td>Corporate, Commercial, Company, Hospital</td>
<td>10’ x 10’ Prime</td>
<td>$2,500</td>
<td>$2,600</td>
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<td>10’ x 10’</td>
<td>$2,200</td>
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<tr>
<td>Government Agency, Non-profit*</td>
<td>10’ x 10’</td>
<td>$2,200</td>
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<td>8’ x 10’</td>
<td>$1,500</td>
<td>$1,600</td>
<td>$1,800</td>
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<tr>
<td>Tabletop Exhibit**</td>
<td>6’ skirted table</td>
<td>$900</td>
<td>$1,000</td>
<td>$1,200</td>
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<tr>
<td>ACNM Affiliate, ACME-accredited Midwifery Education Program</td>
<td>8’ x 10’ only or tabletop</td>
<td>$600</td>
<td>$700</td>
<td>$900</td>
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* 501(c)3 or 501(c)(6). Proof of non-profit status is required; please forward a copy of incorporation papers when you apply.

**Tabletop exhibits are reserved for companies with 5 or fewer people and in business for 5 or fewer years.

Included for Booths and Tabletops:
- One 6’ table draped and skirted, 2 chairs, wastebasket
- 10’x10’ booths will have 8’ high x 10’ wide “hardwall” back wall and 3’ high “hardwall” side walls.
- 8’x10’ booths will have 8’ high x 10’ wide “pipe and drape” back wall and 3’ high “pipe and drape” side walls.
- Tabletops will have 6’ high “pipe and drape” backwall
- Standard 7”x 44” identification sign
- 24-hour security service
- 1 full conference badge for tabletops and booths
- 2 complimentary staff badges per 8’x10’ and 10’x10’ booth
- Product/service listing in Final Program (if received by deadline)
- Exhibit Hall reception, lunches, and refreshments during regular Hall open hours

* Carpeting not included and must be supplied at exhibitor’s cost.

DON’T MISS OUT!
The 2015 Exhibit Hall sold out—ensure your participation in next year’s 61st Annual Meeting in Albuquerque, and take advantage of reduced rates by signing up early!

Exhibit Schedule

Move In:
- Sunday, May 22, 2:00-5:00PM
- Monday, May 23, 8:00AM–1:00PM

Show Hours:
- Monday, May 23, 4:00-6:00PM
- Tuesday, May 24, 11:30AM-3:30PM
- Wednesday, May 25, 9:30AM-2:00PM

Exhibitor Move Out:
- Wednesday, May 25, 2:15-6:00PM

Floor Plan

View available, sold, and reserved booths and choose your preferred location on ACNM’s active floor plan at http://bit.ly/ACNM2016-ExhibitBoothRequest.

Payment

Payment is not due when you request your booth or table. After you submit your application, you will receive a confirmation followed by a link to log in and make your payment. Payments can be made online. ACNM accepts payment via check, Visa, MasterCard, or American Express. A 50% non-refundable deposit must be received within 30 days of being sent your login to the online portal. Final balance is due within 60 days to reserve your booth of choice. All booths must be paid in full by March 3, 2015. No refunds will be given for space cancelled after that date. After March 3, 2015, all new booth registrations must be paid in full.
Midwifery Market

Space in the Midwifery Market (located within the Exhibit Hall) is limited and assigned according to date received and availability. Complete your application for space at http://bit.ly/ACNM2016-ExhibitBoothRequest.

<table>
<thead>
<tr>
<th>Tabletop Type</th>
<th>Tabletop Size</th>
<th>Advance Registration*</th>
<th>Regular Registration*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Midwifery Market</td>
<td>One Space</td>
<td>$375</td>
<td>$450</td>
</tr>
<tr>
<td>Table</td>
<td>Two Spaces (side-by-side)</td>
<td>$725</td>
<td>$775</td>
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</tbody>
</table>

* ACNM Affiliates and non-profit organizations receive a $50 discount for 1 table. *Sales Tax For Midwifery Market tables selling products: It is the applicant’s responsibility to submit sales and tax returns to the New Mexico Department of Revenue. If you have any additional questions concerning sales tax, please contact the Department of Revenue directly. Please allow 2 to 4 weeks for this application to be processed.

Can’t wait until next year?

Sponsor at Midwifery Works! 2015, ACNM’s annual fall business meeting, November 5-8, 2015 in Phoenix, Arizona.

If you are interested in any of the following opportunities, please contact Krystal Bushell at krystal@stellatosolutions.com.

Exhibit Information:

- **Table Top** on display for 2 days
  - Thursday, November 5 and Friday, November 6—$1000
  - Includes signage and table top.

- **Break** on Friday, November 6—$2,500
  - Includes ACNM recognition at podium, signage, and table top during that break.

- **Lunch** on Friday, Saturday, November 7—$4,500
  - Includes ACNM recognition at podium, signage and material at lunch tables.

Sponsorship Information:

- **Networking Welcome Reception** on Thursday, November 5—$2000
  - Includes signage and table top.

- **Break** on Friday, November 6—$2,500
  - Includes ACNM recognition at podium, signage, and table top during that break.

- **Lunch** on Friday, Saturday, November 7—$4,500
  - Includes ACNM recognition at podium, signage and material at lunch tables.

Midwifery Market Schedule

- **Move In:**
  - Tuesday, May 24, 8:00-10:30AM
  - Additional hours for Monday move-in can be arranged by appointment as needed.

- **Show Hours:**
  - Tuesday, May 24, 11:30AM-3:30PM
  - Wednesday, May 25, 9:30AM-2:00PM

- **Midwifery Market Move Out:**
  - Wednesday, May 25, 2:15-6:00PM

Included for Midwifery Market Tables:

- One 8’ table
- 2 chairs
- Overhead sign
- Wastebasket
- 2 Exhibit Hall personnel badges (for Hall access only)

Payment

Payment is not due when you request your table. After you submit your application, you will receive a confirmation followed by a link to log in and make your payment. Payments can be made online. ACNM accepts payment via check, Visa, MasterCard, or American Express. A 50% non-refundable deposit must be received within 30 days of being sent your login to the online portal. Final balance is due within 60 days to reserve your booth of choice. No refunds will be given for space cancelled after that date.

Want Exposure Year-Round?

Join ACNM’s Industry Partner Program!

- **Gold Level**—$10,000
- **Bronze Level** —$3,750

Learn how to maximum year-round exposure and support ACNM in a BIG way! Gold level comes with a complimentary 10’x10’ booth at the 2016 Annual Meeting, Bronze level comes with a 50% discount for your booth. Contact Tana Stellato to learn more at ACNMmeeting@stellatosolutions.com.
Sponsorship Opportunities

If you are interested in any of these exclusive sponsorship opportunities, contact Tana Stellato at 301.996.5316 or StellatoSolutions@gmail.com for further information.

All sponsors receive recognition in ACNM newsletters, Final Program, Annual Meeting website, onsite banners, and slides at various meetings.

**Educational Sponsorship Opportunities**

In addition to these opportunities, sponsors may support an already-scheduled workshop, speaker, and/or education session.

At a minimum, this includes speaker transportation costs, handout materials, hotel accommodations, and speaker honorariums.

**Opening General Session Speaker — $3500**
This sponsorship ties your organization’s name with a high-profile guest and helps pay for speaker fees, travel stipends, and honoraria. Your company will be acknowledged as the host of the speaker during the session.

**Premier Speakers — $2000**
Nationally known speakers will address major clinical issues in women’s health. Sponsors are acknowledged by signage, within Program Highlights (ACNM’s promotional mailing, if received by December 1, 2015), and on screen. Your company will be acknowledged as the host of the speaker during the session.

**Exam Prep Workshop for Student Midwives — $4000**
Student midwives are recognized by the College as an integral and valued element of the membership, representing the future of the profession. These events provide students with an opportunity to discuss issues of importance to them, as well as time to interact with each other and the ACNM Board of Directors.

**Additional Sponsorship Opportunities**

Display your corporate logo on these exclusive opportunities:

- **Badge Holders — $3000**
- **Escalator Clings — $2500**
- **Hotel Key Card — $4000**
- **Official Conference Pens — $1500 (plus the cost of pens)**

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**Town Square/Internet Lounge — $5500**
Attendees visit the Internet Lounge to check e-mail and network with colleagues during open hours of the exhibit hall. Sponsor’s name, logo, website, and booth number will appear on the home page of all computer screens located in the lounge. Includes signage acknowledging sponsor throughout the lounge.

**Registration Bag — $6000**
Place your name, logo, and website on the official ACNM 61st Annual Meeting & Exhibition conference bags, which will also depict the ACNM logo.
Includes one insert valued at $1250.

**Registration Bag Inserts — $1250**
Insert promotional materials into official conference bags distributed to attendees at registration. Literature may be printed on both sides and should measure no larger than 8 ½” x 11.” All items will be subject to approval. You provide your printed item and are responsible for shipping and handling. Additional fee for non-exhibiting companies.

**Welcome Banner — $2000**
Welcome attendees to Albuquerque with an ACNM Annual Meeting & Exhibition banner with your company logo displayed.

**Mobile App — $4000**
The mobile app is used by hundreds of meeting attendees. This sole sponsorship will provide great exposure through banner ads and front page recognition, and you’ll receive a final report showing how often your company information was accessed.
Event Sponsorship Opportunities

**Opening Reception — $10,000 co-hosted with ACNM or $5000 shared**
Kick off the meeting with your company logo displayed at the Opening Reception. Customized entitlements will be offered for this sponsorship.

**Awards Dinner and Midwifery Celebration Party — $10,000 co-hosted with ACNM or $5000 shared**
Treat attendees to an evening of letting loose in honor of the midwifery profession. Your corporate logo will be projected on the dance floor and displayed on the giant screens. Imprinted napkins with your logo will be placed at bar station.

**Networking Lunch — $8000**
Corporate logo displayed at the lunch and on napkins in Exhibit Hall. Includes signs acknowledging sponsor.

**ACNM Affiliates Leadership Meeting — $5000**
More than 70 midwives who plan local meetings, provide clinical education, and have the potential to serve in national leadership positions are offered the opportunity to expand their knowledge and expertise in this program.

**Coffee Break — $2500–$4000**
Refresh attendees between events and education sessions with coffee cups or napkins displaying your corporate logo.

**President’s Reception — $3000**
Let the ACNM president acknowledge your company at this special invitation-only event. Corporate logo will be displayed in a prominent location.

**Product Theater and Symposium Sessions**
Sessions are offered to previous year sponsors on a first refusal basis. If interested in hosting one of these "limited offer" events, contact Tana Stellato at 301.996.5316 to be placed on a waiting list (first come first served). Fees range from $4500–$7200 depending on event.
Advertising Opportunities

ACNM offers advertising options in the Annual Meeting Final Program, On Location (the onsite newsletter), and Quickening (the quarterly newsletter of ACNM).

See pricing and deadlines below:

**Quickening**
Continue your 20% exhibitor discount year-round on advertising in the quarterly newsletter of ACNM, mailed to members before and after the Annual Meeting. Two-color or black and white. Circulation 7500+. E-mail quick@acnm.org for more information.

**Final Program**

**On Location**

**ACNM offers a variety of advertising opportunities** throughout the year. Ask about ACNM’s Industry Partner Program, which comes with many benefits including discounts on exhibit space, sponsorships, and advertising. See all the ways you can reach out to our members at www.midwife.org/advertising.

<table>
<thead>
<tr>
<th>Ad Location and Specs</th>
<th>Final Program</th>
<th>Quickening</th>
<th>On Location</th>
<th>Combo Package*</th>
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<tbody>
<tr>
<td></td>
<td>To 1900 attendees</td>
<td>(Select spring or summer issue) To 7000+ members</td>
<td>To 1900 attendees</td>
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</table>
| Back Cover (7.375 x 9.75 inches) | $1200 + n/a | $2000 20% discount = $2560
| Full Page (7.375 x 9.75 inches) | $800 + $1200 OR $1300 20% discount = $1600
| Half Page (7.375 x 4.75 inches) | $400 + $700 OR $700 20% discount = $900
| Quarter Page (3.625 x 4.875 inches) | $250 + $350 OR $350 20% discount = $500

* Special pricing for placing a same-sized ad in 2 or more publications. Combo rates apply to ad of same size in the Final Program and your choice of On Location or one issue of Quickening.
Advertising Order Form

Please complete this agreement and return it to Barbra Elenbaas, 8403 Colesville Road, Suite 1550, Silver Spring, MD, 20910; e-mail it to belenbaas@acnm.org; or fax it to 240-485-1818. If paying by check, send payment separately, along with an additional copy of this form, to ACNM Annual Meeting & Exhibition, Lock Box P.O. Box 758898, Baltimore, MD 21275-8896. Please e-mail your ad artwork in PDF format to belenbaas@acnm.org. See page 5 for ad specifications. If you have any questions, please contact Barbra Elenbaas at belenbaas@acnm.org or 240.485.1822.

COMPANY NAME

CONTACT NAME

TITLE

STREET ADDRESS

CITY  STATE  POSTAL CODE  COUNTRY

PHONE  FAX  E-MAIL

Payment Type:  □ Check  □ Visa  □ MasterCard  □ American Express  □ Bill to Purchase Order #

All payments must be made in full. All checks must be in US dollars drawn on US banks within the continental United States and made payable to the American College of Nurse-Midwives.

CREDIT CARD NUMBER  EXPIRATION DATE  SECURITY CODE (BACK OF CARD)

CARDHOLDER’S NAME  CARDHOLDER’S SIGNATURE

Select your choice(s) for your advertisement below:

Final Program only, deadline 3/1/2016

□ Back Cover $1,200  □ Inside Front Cover $1,000  □ Full Page $800  □ Half Page $400  □ Quarter Page $250

On Location only, deadline 3/1/2016

□ Back Cover $2,000  □ Full Page $1,300  □ Half Page $700  □ Quarter Page $350

Quickening only, (CHOOSE ONE) □ spring issue, deadline 3/1/2016 OR □ summer issue, deadline 6/1/2016

Select Ad Size:  □ Full Page $1,200  □ Half Page $700  □ Quarter Page $350

SPECIAL OFFER for Annual Meeting Exhibitors—Sign up to advertise for 1 full year in Quickening and get 20% off standard rates!

Combo Packages, deadline based on package

□ Back Cover of Final Program and On Location $2,560

□ Full Page in Final Program and (CHOOSE ONE) □ On Location OR □ Quickening spring OR □ Quickening summer—$1,600

□ Half Page in Final Program and (CHOOSE ONE) □ On Location OR □ Quickening spring OR □ Quickening summer—$900

□ Quarter Page in Final Program and (CHOOSE ONE) □ On Location OR □ Quickening spring OR □ Quickening summer—$500

For additional advertising and sponsorship opportunities with ACNM throughout the year, visit www.midwife.org/advertising.
Exhibitor Guidelines

The terms “Association” and “ACNM” shall mean the American College of Nurse-Midwives, its officers, committees, agents, or employees acting for it in the management of the Exhibition. The term “Exhibition” shall mean the ACNM Annual Meeting & Exhibition to be held in Albuquerque Convention Center, May 22-26, 2016. The term “Exhibitor” shall mean any person, organization, or other entity that is approved to maintain an Exhibit at the Exhibition. The term “Convention center” refers to the Albuquerque Convention Center and “Operator” refers to City of Albuquerque, NM, a municipal corporation. Rules and Regulations may be amended at any time by ACNM Management in its sole reasonable discretion. ACNM Management reserves the right to grant or deny its consent in its sole reasonable discretion and the right to apply, interpret, and enforce these rules in its sole reasonable discretion. Any point not specifically covered in these rules is subject to the decision of ACNM Management, whose decision shall be final.

GUIDELINES FOR PRODUCT PROMOTION: In all cases where products that directly impact the health of women and families are promoted, the promotion must: a) be consistent with available scientific evidence; b) promote the professional image and trusting relationship between women and midwives; c) ensure that attendees receive full disclosure regarding safety of the product; and d) should not conflict with the mission of the College. ACNM reserves the right, without recourse, to absolutely requested area, the amount of space requested, special needs, and compatibility of Exhibitors. The Association, however, reserves the right in its sole discretion to use other assignment criteria. Because of the large number of companies exhibiting similar or related product lines, ACNM cannot guarantee that a company exhibiting similar products or a competitor will not be located in a nearby or adjoining booth space. The Association also reserves the right to reconfigure booth space and relocate an Exhibit as necessary with the understanding that the Exhibitor shall be notified prior to such relocation.

ELIGIBILITY: The Association reserves the right to determine the eligibility of any company or product for inclusion in the Exhibition. The acceptance of a booth for the Exhibition does not carry the Association's endorsement of the equipment, supply, or service displayed there. Exhibits and the conduct of Exhibits are subject to the approval of the Association. The Association reserves the right to require the modification of any Exhibit which, in its opinion, is not in character with the Exhibition. The Association reserves all times the right to approve the nature of the Exhibits and conditions under which the Exhibits are displayed.

PAYMENTS: A non-refundable 50% deposit of the space rental fee is due within 30 days of receipt of the Contract. All booth charges must be paid in full past, current, or future charges incurred by Exhibitor and are non-refundable. In no event will Exhibitor receive a credit from any revenue later generated by reuse of the reserved space by ACNM Management. Exhibitor may also forfeit all exhibitor privileges, including but not limited to:

- Priority points for ACNM 2017 booth selection
- Booth Personnel and complimentary full conference badges
- Removal of company listing from the Program and Web site

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

DOWNSIZING: The originally reserved amount of space may be reduced by Exhibitor by giving written notice to ACNM, subject to the following:

- On or before March 3, 2016 — Exhibitor must pay 50% of the original Contract price, which amount may be applied against the reduced space.
- After March 3, 2016 — Exhibitor must pay 100% of the original Contract price, which amount may be applied against the reduced space. Any payment in excess of the cost of the new space is non-refundable.

ARRANGEMENT OF EXHIBITS: ACNM follows International Association of Exhibitions and Events (IAEE) Guidelines. Detailed guidelines will be available upon request, but generally, no Exhibit will be permitted to interfere with the light, space, comfort, or view of another Exhibit. Displays shall comply with the following:

- Back wall shall not be higher than 8 feet overall.
- Side walls shall not be higher than 36 inches.
- All back wall illumination must either be indirect or muted by translucent panels.
- Aisles must be kept clear from flooring to ceiling.
- Exposed parts of the display must be finished so as not to be objectionable to other Exhibitors and/or the Association or such parts will be ordered draped by the Association and billed to the Exhibitor. Equipment or products exceeding the height limitation may be permitted for Island Exhibitors provided written approval is granted by the association.
- The Exhibitor must pay all costs incurred in the operation of its booth. This provision specifically covers expenditures incurred for lights, power, water, and other utilities or services in connection with its own booth. The floor space for all booths must be carpeted or in some other way covered unless the hall is already carpeted, 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, ACNM Management may order carpeting at Exhibitor’s expense. The Association will provide aisle carpeting, unless already carpeted.
- Booth purchase includes standard back wall and side wall, one six-foot draped and skirted table, two chairs, one waste basket, a 7” x 44” identification sign, badges as outlined, and a complimentary listing on the website and in the printed program.

CARPETING: Carpeting is required for all 10’ x 10’ and 8’ x 10’ booth spaces as well as tabletops (including Midwifery Market), unless the area is already carpeted.

SERVICES: ACNM will select an official contractor to provide service to Exhibitors. The contractor will provide labor, equipment, and supervision. Complete information, instructions, and schedule of prices regarding shipping and drayage, labor for erecting and dismantling, electrical, furniture and carpet rental, cleaning, etc., will be included in the Exhibitor’s Service Kit to be posted at www.midwife.org/am approximately 4 months prior to the event. ACNM assumes no responsibility or liability for such contractors. Exhibitor must use qualified personnel (union or otherwise) for material handling, installing and dismantling exhibits, and other services as defined by the Convention center’s rules and regulations. If applicable, union regulations for the Convention center will be provided in the Exhibitor Manual.

COMPLIANCE WITH LAWS, RULES, AND SAFETY PRECAUTIONS: Exhibitor is responsible for knowledge of and compliance with all federal, state, and local laws, regulations, orders, and requirements applicable to Participant’s exhibition in ACNM, as well as all rules and regulations of the and all related expenses and taxes. Exhibitor shall take all necessary measures to safeguard persons and property in the Convention center from any hazards associated with Exhibitor’s exhibit equipment. Exhibitor shall comply with applicable industry safety standards. Exhibitor agrees that if notified by ACNM that the condition of the Exhibitor’s space is unsatisfactory for any reason, Exhibitor will immediately remedy the condition.

INSTALLATION AND DISMANTLING: Until full payment of the space rental fee for the display material is received, Exhibitor will not be allowed to set up, or will freight be delivered to booth.

EXHIBIT SCHEDULE: Exhibitors, employees, and representatives of the booth must have Exhibitor badges. The display area will be closed to Exhibition Attendees except during scheduled Exhibit hours; however, registered Exhibitors will have access at all hours. ACNM shall have sole control over attendance policies at all times. Exhibitor personnel MUST be properly registered in order to staff a display and must wear (non-transferable) registration badges during move-in and Exhibit hours.

SECURITY: General overall 24-hour access control will be provided for the Exhibition period including move-in and move-out. However, ACNM is not responsible for the loss of any material by or for any cause, and urges the Exhibitor to exercise normal precautions to discourage pilferage. Only registered Exhibition Attendees and Exhibitors and registered guests will be authorized to enter during Exhibit periods.

DELIVERY OF EQUIPMENT: Exhibitors will be responsible for delivery of their own equipment and/or display material to the Convention center and for removal of equipment and/or display material at expiration. The official drayage contractor shall control all traffic into and out of the Exhibit area to minimize delays and tie-ups. The Exhibitor assumes full responsibility for the delivery of its materials to the space, which is assigned for the purpose of exhibiting its product, service, or materials. The Association assumes no responsibility for the performance of services by common carrier, express services, the US mail, and telephone companies, or any other service for which the Exhibitor may wish to make a contract.

MOVE-IN: Exhibit material cannot be received at the Convention center prior to the move-in date. Exhibitor must complete installation of its exhibit in contracted space no later than 10:00 am, May 19, 2016. Should Exhibitor fail to do so, Exhibitor will be deemed a “No Show” and its space shall be subject to reassignment or cancellation without notice (unless ACNM Management has first approved Exhibitor’s late arrival). Should Exhibitor arrive after this deadline, ACNM Management reserves the right to assign or withhold space, and any new space
Exhibitor's personnel shall conduct themselves in a professional manner at all times.

PHOTOGRAPHY AND VIDEO TAPING: Neither photography nor video-taping are permitted in the Convention center without the express written consent of ACNM.

CHILDREN: In the interest of safety, no person under 18 years of age will be allowed on the show floor during Exhibition set-up and teardown hours. During open exhibition hours, children 12 years and under must be accompanied by a supervising adult at all times. Parents of younger children may request an exemption from ACNM. No matter what the age of the child, as a condition of the child’s admission to the Exhibit Hall, parents must agree to abide by ACNM’s rules regarding children and to be responsible for the child and assume all responsibility for damage to exhibits and equipment.

FOOD AND ALCOHOL: The Convention center is the exclusive provider of food, beverage, and catering services within the Convention center. Any Exhibitor offering alcoholic beverages at any event held in conjunction with ACNM must (i) carry a minimum of two million dollars ($2,000,000.00) in liquor liability insurance during the event and (ii) comply with all the rules and requirements of the Convention center as well as the ACNM alcohol policy, which may be obtained from ACNM upon request.

AMERICANS WITH DISABILITIES ACT (ADA): Exhibit is solely responsible for ensuring that its booth is in full compliance with the ADA, and for all costs related thereto.

FORCE MAJEURE: ACNM may suspend or terminate this Contract without penalty if the event the Convention center becomes unavailable, is destroyed or damaged, or if it becomes inadvisable, impracticable, illegal, or impossible to hold the ACNM Meeting as scheduled due to any event beyond the control of ACNM, including but not limited to the following: strike; lockout; injunction; emergency; act of God; act of war; curtailment of local, national, or international transportation facilities with a significant impact on domestic and/or international travel; and economic factors which make it impractical for ACNM to hold the Exhibit as scheduled or otherwise perform its obligations hereunder (including the unavailability or inadequacy of any convention center, headquarters, convention center(s), or necessary expansion space). In such an event, Exhibit hereby waives any and all damages and claims for damages and agrees that the sole liability of ACNM shall be to refund to Exhibit all payments made for exhibit space, less a proportionate share of all expenses incurred and committed by ACNM, such as but not limited to, advertising, Convention center fees, etc., to the extent any monies remain after payment of such expenses.

INSURANCE: Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor’s participation in ACNM, 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 to insure but in no event less than one million US dollars ($1,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name ACNM as additional insured, shall contain an endorsement that such policy shall remain in full effect and force notwithstanding that the insured has waived its right of action against any party prior to the occurrence of such damage, and shall require the insured to waive all rights of subrogation against ACNM. Further, said insurance shall include a provision for notification to ACNM at least thirty (30) days prior to cancellation.

Exhibitor shall furnish ACNM with a Certificate of Insurance verifying such coverage 45 days prior to move in day. Exhibitor shall not do any act or thing in connection with the Exhibit which might violate any insurance policy held by ACNM.

DAMAGE TO CONVENTION CENTER: Exhibitor shall be solely responsible for any and all damage to the Convention center caused by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

INDEMNIFICATION: Exhibitor agrees to defend, indemnify, and hold harmless ACNM, the Convention center, the Operator, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments, and liabilities (including court costs and reasonable attorney's fees) based upon or arising out of any act, omission, negligence, misconduct, or breach of any material condition of this Contract by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

NO LIABILITY: ACNM and its agents will use reasonable care to protect Exhibitor against loss. The responsibility of ACNM to Exhibitor does not extend beyond such endeavors; provided, however, that ACNM may choose to provide a refund in an amount up to the fees actually paid by Exhibitor, in its sole discretion. In no event shall ACNM be liable for any indirect, consequential, punitive, or incidental damages, even if advised of the possibility of such damages. Exhibitor is solely responsible for the security of its property and the property of others under its control.

WAIVER: Exhibitor acknowledges that ACNM, the Convention center, and the Operator do not carry insurance coverage for Exhibitor’s property. Exhibitor agrees to bear all risk of any bodily injury (including death) or property damage or loss which Exhibitor or its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors might sustain as a result of Exhibitor’s participation in ACNM. Exhibitor hereby waives any and all rights of recovery, refund, compensation for bodily injury (including death) or property damage against ACNM, its Sponsors, the Convention center, the Operator, and their officers, directors, employees, and agents based upon or arising out of Exhibitor’s participation in ACNM, except such losses as may be the result of the sole gross negligence or willful misconduct of such parties.

LAW: Exhibitor agrees that the sole jurisdiction and venue for any litigation arising from or relating to this Contract shall be an appropriate federal or state court located in the State of New Mexico. Exhibitor hereby waives trial by jury in any action proceeding, or counterclaim brought by or against ACNM with respect to this Contract. In the event that ACNM needs to bring a suit to enforce any of its rights outlined, it shall be entitled to recover all costs from the suit (including attorney’s fees) from Exhibitor.

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 or authority to assume or to create any obligation or responsibility on behalf of the other party except as otherwise provided herein. The parties agree all rights and obligations provided in this Agreement which do not expressly terminate pursuant to this Agreement shall survive beyond the term of this Agreement and shall remain in full force and effect in perpetuity. This Agreement represents the entire agreement of the parties and supersedes any other understanding of the parties concerning the subject matter hereof. This Contract may be modified only with the written consent of ACNM Management. 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 Agreement 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. All notices required under this Contract shall be considered given when deposited in the U.S. mail, certified, return receipt requested, addressed to the respective parties as listed on the first page of this Contract.

SALES TAX: Notice to any booths or tabletops that are selling goods within the exhibit hall. In the applicant’s responsibility to submit sales and tax returns to the New Mexico Department of Revenue. If you have any additional questions concerning sales tax, please contact the Department of Revenue directly. Please allow 2 to 4 weeks for this application to be processed.