



# APPLICATION TO CONTRACT AFFILIATE FUNCTION SPACE

All information must be fully completed before your application will be processed; please type or print all information

Organization Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Official Function Name (for signage): \_\_\_\_\_

Function Date: \_\_\_\_\_ Attendance Estimate: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Meeting Description: \_\_\_\_\_

**Function is** (please circle one):      Open to all attendees      By invitation only

## PROMOTION

Would you like your function published?      Yes      No

Would you like to offer reservation services online at SECO2010.com?      Yes      No

Would you like to publish a website to promote your function?      Yes      No

If yes, please list website: \_\_\_\_\_

## SETUP [You will be contacted by the hotel to discuss requirements]

### Preferred Room Setup (please circle one):

Theater	Rounds of 10	U-Shape	Hollow Square	Conference	Classroom	Other
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Will you require food & beverage?      Yes      No

Will you require audiovisual equipment?      Yes      No

Will you require signage?      Yes      No

Will you have any special needs?      Yes      No

## NON-COMPETE POLICY

Affiliate functions may not compete with SECO International. Competition includes, but is not limited to:

- Hosting Affiliate Function at a date and time that competes with a SECO Congress event,
- Hosting Affiliate Function that provides continuing education credit towards licensure within the eye care profession (optometry, opticianry, ophthalmology, or other accredited eye care professions).

SECO will provide a list of dates and times that are reserved for SECO functions upon request.

I confirm that our function complies with *SECO International 2010 Affiliate Functions Non-Compete Policy (listed above) and Terms and Conditions* regarding affiliate functions (attached to this Application). I acknowledge that all charges that might be incurred in connection with this event are solely the responsibility of my organization.

The undersigned, or their duly authorized representatives, represents and warrants that they have authority to enter into this agreement on behalf of their company, firm or organization and hereby agrees to the terms and conditions set forth in the official *SECO International 2010 Affiliate Functions Policy, Terms and Conditions*.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS & CONDITIONS

### AGREEMENT

By signing the Application to Contract for Affiliate Function Space (hereinafter referred to as "Event Contract"), Event Manager agrees to abide by these Terms, Rules, and Regulations and all amendments thereto and decisions of Show Management. For purposes of this agreement, the term "Show Management" shall mean SECO International, LLC, and its respective directors, officers and staff. The term "Headquarters Hotel" shall mean the assigned facilities in the Atlanta Marriott Marquis. The term "Affiliate Hotel" shall mean any hotel SECO has contracted over the dates of the Congress. The term "Event Manager" shall mean any company, firm, or person who has applied for or been allocated any function at the Headquarters or Affiliate Hotel. The term "Congress" shall mean the annual event hosted by SECO International, LLC.

Show Management reserves the right to cancel any function scheduled that may be out of compliance with the Terms & Conditions of this Event Contract and the Event Manager will be liable for all incurred charges found to be in violation of the Policy, Terms and Conditions of the Event Contract.

### VENUE

The location of Affiliate Functions will be the Atlanta Marriott Marquis, located in Atlanta, Georgia. If no space is available at the Atlanta Marriott Marquis, the function may be held at an Affiliate Hotel. Affiliate Functions may be held February 10-14, 2010. During this time, affiliate functions may not compete with events held by SECO.

### APPLICABLE LAW AND JURISDICTION

Event Manager hereby agrees that the laws of the State of Georgia shall control construction and enforceability of this Agreement and hereby consents to jurisdiction of State of Georgia and Federal District Courts within State with respect to any right of action arising under this Agreement.

### NOTICES

All notices pertaining to this Event Contract must be in writing and will become effective when delivered and received by the intended recipient by one of the following methods:

- i) Letter sent by certified mail or by overnight carrier, return receipt requested, postage prepaid to intended recipient,
- ii) Hand-delivered with a signed receipt,
- iii) Facsimile (fax) transmission: Notice by fax is effective when the sender of the fax has written notice from the intended recipient that the fax transmission was received,
- iv) E-mail transmission: Notices to Show Management must be addressed as indicated in this Event Contract. Notices will be addressed to the Event Manager indicated on the Event Contract. The names and addresses for the purposes of this section may be changed by giving written notice of such change in the manner provided in this paragraph for giving notice. Unless and until written notice is received, the last name and address stated in this agreement will be deemed to continue in effect for all purposes.

### CANCELLATION OF CONGRESS

a) In the event that the Congress is postponed due to any occurrence not occasioned by the conduct of Show Management or Event Manager, whether such occurrence be an Act of God, common enemy, result of war, riot, civil commotion, labor dispute, terrorist action, government action, or act or conduct of any person or persons not party or privy to this Agreement, then performance of parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event, for duration of such postponement.

b) In the event that such occurrence results in cancellation of Congress, obligations of parties under this Agreement shall automatically be terminated and all payments made under this lease to SECO shall be refunded to Event Manager.

c) Show Management reserves the right, with no liability to Event Manager for refunds, additional expenses, or otherwise, to change date or place of Congress upon two weeks notice to Event Manager, effective from date of mailing of such notice.

### CANCELLATION BY EVENT MANAGER

Event Manager specifically recognizes and acknowledges that Show Management may sustain certain losses if Event Manager cancels its Affiliate Function space after it has been assigned and confirmed by Show Management. Event Manager is bound by any penalties or damages the Headquarters or Affiliate Hotel may implement against Event Manager and/or Show Management.

### SEVERABILITY

In the event any provision of this Agreement is held invalid or unenforceable, then neither remaining provisions of this Agreement nor other applications of provisions involved shall be affected thereby.

### AGREEMENT SUBJECT TO SHOW MANAGEMENT'S CONTRACT WITH HEADQUARTERS/AFFILIATE HOTEL

This agreement between Event Manager and Show Management is subject to terms of agreement between Show Management and the Headquarters or Affiliate Hotel, and to terms of any and all agreements between Show Management and any other party relating to Congress. Event Manager shall not undertake any act or fail to fulfill any obligation that shall be in violation of said license or agreements.

## LIABILITY / INDEMNIFICATION

a) Event Manager hereby assumes entire responsibility and hereby agrees to hold harmless, indemnify, and defend Show Management and the Atlanta Marriott Marquis and/or Affiliate Hotel, and each of their respective, employees, officers, directors, and agents against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the Affiliate Function or a part thereof, or its operation or activities at the Congress, excluding any such liability caused by the sole negligence of Show Management or the Headquarters or Affiliate Hotel and each of their respective employees and agents.

b) Event Manager assumes full responsibility and liability for the actions of its agents, employees, independent contractors and representatives, whether acting within or beyond the scope of their employment, and agrees to indemnify, hold harmless, defend, and pay all expenses as they are incurred, Show Management and the Headquarters or Affiliate Hotel and each of their respective employees, officers, directors, and agents from responsibility or liability which arises because of the acts or omission of its agents, employees, independent contractors or representatives whether acting within or without the scope of their authority.

c) Show Management undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the Event Manager, or its agents, employees, independent contractors or representatives, or for their respective property used in connection with the Congress, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after Affiliate Function hours and placed in safekeeping by the Event Manager at Event Manager's risk and expense. Any protection exercised by Show Management shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Event Manager.

d) Event Manager acknowledges that neither Show Management, nor the Atlanta Marriott Marquis maintain insurance covering Event Manager's property and that it is the sole responsibility of Event Manager, at its expense, to obtain business interruption and property damage insurance insuring any losses by Event Manager.

### EXCLUSIONS

a) Event Manager acknowledges and understands **the event may not offer continuing education credit for optometric education under any circumstances.**

b) Event Manager acknowledges and understands the event may not occur during times when official SECO events are scheduled (exempting private administrative board meetings).

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## APPLICATION PROCESS

1) Applicant submits completed contract to SECO International, LLC (SECO) for approval no later than December 1, 2009.

2) SECO approves/declines application and notifies the Headquarters or Affiliate Hotel

3) SECO notifies applicant of status

4) The Atlanta Marriott Marquis (or Affiliate Hotel) will contact Event Manager to confirm details and arrange final contracting. The Event Manager of approved events will work directly with the Hotel to organize and execute the event. Approved events will be billed directly by the Headquarters or Affiliate Hotel.

## WEBSITE PRESENCE

As a courtesy, Show Management offers events the opportunity to publish event information on the official congress website for public viewing. This information includes:

- a) Organization Name
- b) Official Event Name
- c) Meeting Date
- d) Start/End Times
- e) Event Website

Additionally, Show Management offers complimentary event registration services using Internet-based registration forms only. Show Management will provide the following registration information to Event Manager upon request:

- a) Name
- b) E-mail address

Show Management retains the right to use this information to contact registrants about the Congress.



February 10-14, 2010  
Georgia World Congress Center  
Atlanta Marriott Marquis

## MEMORANDUM

**DATE:** August 14, 2009  
**TO:** All Affiliate Organizations  
**FROM:** Bonny Fripp  
**SUBJ:** Affiliate Functions during SECO International 2010

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SECO International invites its corporate supporters, exhibitors, and industry organizations to schedule function space at the Atlanta Marriott Marquis (SECO 2010 headquarter hotel), and Westin Peachtree Plaza during SECO 2010.

In order to ensure that your company or association has adequate space, please let us know if you plan to hold an event during SECO 2010 by completing and returning the "Application to Contract Affiliate Function Space" form.

Please remember the following two rules when scheduling functions during SECO:

1. No functions are allowed to be held during times when official SECO programs are scheduled. Exceptions are made for small Board or Committee meetings that do not affect our general attendance. For planning purposes, your program must either conclude before, or start after, the following times:

<b>Wednesday, Feb. 10</b>	<b>2:15 p.m. – 9:00 p.m.</b>
<b>Thursday, Feb. 11</b>	<b>8:00 a.m. – 10:00 p.m.</b>
<b>Friday, Feb. 12</b>	<b>8:00 a.m. – 6:45 p.m.</b>
<b>Saturday, Feb. 13</b>	<b>8:00 a.m. – 5:45 p.m. / 8:30 p.m. – 12:00 a.m.</b>
<b>Sunday, Feb. 14</b>	<b>7:30 a.m. – 11:00 a.m.</b>

*(Times subject to change)*

2. Affiliate functions may not offer CE credit for their programs – **no exceptions.**

Deadline for submissions: **December 1, 2009**

Please fax or e-mail your form(s) to Bonny Fripp:

Fax: (770) 451-3156

E-mail: [bfripp@secostaff.com](mailto:bfripp@secostaff.com)

Please note that all meeting space must be confirmed through SECO, using the attached "Application to Contract Affiliate Function Space" form. No functions may be contracted directly with the Atlanta Marriott Marquis, Omni or Westin Peachtree Plaza without prior approval from SECO.

We look forward to working with you to make your planned events at SECO 2010 a success!