These complete rules and regulations have been prepared by the Oregon Dental Association, an Oregon nonprofit corporation (“ODA”). Please review them in their entirety and use as a reference in preparation for your participation in the 2020 Oregon Dental Conference® Technical Exhibition (“Conference”). The terms, rules, and Exhibiting Standards contained below are incorporated into all contracts to rent exhibit space and they bind all parties with whom the ODA enters into such a contract (“Exhibitors”). Such contracts are initiated by a prospective exhibitor (“Applicant”) submitting to the ODA a complete Application for Exhibit Space (“Application”) and are made effective by an Applicant’s subsequent acceptance of the ODA’s allocation of exhibit space as described herein. The ODA reserves the right to interpret these rules, regulations, and standards, as well as to make final decisions on all points covered or not covered below.

1. APPLICATIONS. Applications for exhibit space should be returned via the Online Exhibitor Registration System with a 50 percent deposit. Telephone, email and fax reservations are not acceptable. Exhibit space, as outlined on the floor plan, will be allocated as set forth herein.

2. OFFICIAL SITE. The Oregon Convention Center (“Convention Center”) is the official site of the Conference. The Convention Center is located at 777 NE Martin Luther King Jr. Blvd, Portland, OR 97232. The Convention Center’s website is www.oregoncc.org.

3. CORRESPONDENCE. Direct all correspondence to Trade Show Manager, Oregon Dental Association, 8699 SW Sun Pl, Wilsonville, OR 97070-9611; Ph: 503-218-2010 / 800-452-5628 x109; Fax: 503-218-2009; Email: abblue@oregondental.org. Oregon Dental Conference® information is also available online at www.oregondentalconference.org.

4. CONTRACT FOR EXHIBIT SPACE. A Contract for Exhibit Space (“Contract”) becomes effective between an Applicant and the ODA only upon the occurrence of each of the following:

A). an Applicant submits a complete Application for Exhibit Space (which includes the applicable fee as provided herein);

B). the ODA accepts the Application and transmits to Applicant a notice describing the ODA’s allocation of space to Applicant; and

C). the Applicant accepts the allocation or fails to reject the allocation by written notice to the ODA within 14 days from the date of the ODA’s notice of space allocation.

Until a Contract becomes effective between an Applicant and the ODA (at which point the Applicant becomes an “Exhibitor”), such Applicant, regardless of whether such Applicant is a former exhibitor, shall have no right to exhibit or to be allocated any particular exhibit space. In no event shall the ODA assume any liability for denial of any Application, in whole or part, or for allocating or not allocating any particular space.

Allocation of exhibit space to Applicants will be made in the ODA’s sole discretion.

5. PAYMENTS. A deposit of 50 percent of the applicable fee for the exhibit space requested by an Applicant must accompany each Application. Remaining balances are due no later than January 10, 2020. After that date, if the Applicant has not paid the outstanding balance, the ODA may, at its option:

A). maintain or reallocate Applicant’s space and recover the balance owing; or

B). terminate the Applicant’s Contract for exhibit space and retain the Applicant’s deposit as liquidated damages for Applicant’s failure to pay the balance owing.

A deposit of 100 percent of the applicable fee for exhibit space must accompany all applications submitted after January 10, 2020.
Make Checks Payable to:
Oregon Dental Association
Attention: Trade Show Manager
8699 SW Sun Pl, Wilsonville, OR 97070

6. CANCELLATION AND REFUND POLICY. No refund of any payment will be made after a contract becomes effective between an exhibitor and the ODA. If the exhibitor cancels, a credit in the amount paid will be carried over to the 2021 ODC. All credits will be considered forfeit by the exhibitor if not used by the end of ODC 2021.

7. PROHIBITIONS. No Exhibitor shall:

A). assign or sublet any portion of the exhibit space allocated to it;

B). exhibit therein or thereabout any goods other than those manufactured or distributed by the Exhibitor in the regular course of the Exhibitor’s business; or

C). permit any other party to solicit business from or take orders in the Exhibitor’s exhibit space.

Any Exhibitor whose sales practices are objectionable will be subject to removal in ODA’s sole discretion without refund.

8. NON-ENDORSEMENT. The exhibiting of products at the Conference does not constitute an endorsement of such products by the ODA. Exhibitor shall not represent that the ODA endorses its products without written consent of the ODA.

9. LIABILITY, DAMAGES, INDEMNIFICATION, AND GENERAL CONTRACT PROVISIONS. Please refer to provisions 33–34 concerning liability, damages, indemnification, and general contract issues. Like the rest of these rules, they are binding elements of all Contracts for exhibit space.

10. EMPLOYEE/GUEST REGISTRATION. Exhibitors may register no more than four employees per standard (10’ x 10’) booth. A $25 fee will be assessed for each additional employee. All Exhibitor employees must preregister for the Conference. Preregistration instructions will be supplied to Exhibitors; the deadline to preregister is March 13, 2020. No badges will be assigned to Exhibitor employees on site without pre-authorization by the Exhibitor contact designated on the Application. ODA staff is not available to take messages to exhibitors from guests wishing to register. Exhibitors must prearrange to meet their guests at exhibitor registration.

11. NAME BADGES. Solutions Marketplace-only name badges for Exhibitor registrants (employees) will be preprinted and available on Thursday, April 2, at the Convention Center. A photo ID and business card is required to pick up badges. Badges displaying the title “Exhibitor” will be issued only to employees of Exhibitors. No badges will be assigned to Exhibitor employees on site without pre-authorization by the Exhibitor contact designated on the Application. Each Exhibitor registrant must wear an official ODC badge at all times while in the Convention Center. Dentists may not be provided Exhibitor badges in lieu of paying nonmember registration fees.

12. ONSITE REGISTRATION. Pre-authorized onsite registration and badge pickup services will be available at the Exhibit Counter in Pre-Function A during these hours:

Thursday, April 2  7 AM–6 PM
Friday, April 3  7 AM–5 PM

13. HEADQUARTERS HOTEL. Headquarters hotel for the Conference is the Hyatt Regency Portland. Visit www.oregondentalconference.org to find more information regarding reservations. When making reservations, mention that you are exhibiting at the Oregon Dental Conference to receive a reduced room rate.
14. EXHIBITOR SERVICE MANUAL. The Exhibitor Service Manual, containing complete Conference information and order forms for all Conference services, will be emailed to all fully paid Exhibitors in February 2020. The email will be sent to the trade show contact we have on file for your company. The manual will also include preregistration information for Exhibitor employees and guests, as well as Conference marketing materials. All forms should be completed and submitted in advance to ensure adequate labor force, equipment, etc. Forms will be included for the following services: labor, material handling, furniture and equipment rental, signs, rental displays, photography, utilities, audiovisual, telephone, florist, cleaning, etc. Please note that discounts apply to most orders received before the Conference.

15. PUBLICATIONS/PROMOTION. The Conference Preview Program, a marketing piece with preregistration information that is mailed to prospective Conference attendees in January 2020, will contain an alphabetical list of all Exhibitors registered by our deadline. Exhibit space applications with booth deposits must be received by ODA no later than November 22, 2019, for inclusion in the Conference Preview Program. The Onsite Program, will also contain an alphabetical listing of Exhibitors plus booth number. In addition, Exhibitors will be listed on ODA’s website at www.oregondentalconference.org.

16. OFFICIAL DRAYAGE CONTRACTOR. Fern Expo (Formerly DWA Trade Show & Exposition Services) is the official drayage contractor. The official contractor is responsible for maintaining all in and out traffic schedules at the exhibit site and handling the move-in and move-out of all Exhibitors’ materials and equipment. All Exhibitors shall clear the inbound and outbound movement of their materials and equipment with the official contractor. The official contractor maintains control of, and has priority at, the loading areas at all times. Complete details, schedules, and shipping instructions will be included in the Exhibitor Service Manual.

An Exhibitor may use the services of an outside independent contractor only for the installation and dismantling of an exhibit. An application for the use of such services is required (available in the Exhibitor Service Manual). All other services must be secured through the official contractor. All mechanical equipment for display, installation, and dismantling, such as forklifts, highlifts, etc., must be obtained through the official contractor.

17. OFFICIAL GENERAL SERVICE CONTRACTOR. General questions regarding any services provided by Fern Expo (rental furnishings, material handling, drayage, labor, special signage, carpet, decorating, and any other special needs) should be directed to:

Fern Expo
6700 NE 59th Place
Portland, OR 97218
503-228-6800
Fax: 503-595-1470

Advance Shipping Instructions: Advance shipments must arrive by March 26, 2020. All shipments must be prepaid, shipped to the Fern warehouse, and addressed as follows:
OREGON DENTAL CONFERENCE
EXHIBITING COMPANY NAME, BOOTH #
c/o Fern Expo
6700 NE 59th Place
Portland, OR 97218

18. MOVE-IN/MOVE-OUT. Setting up and dismantling exhibits: Space will be available for setting up exhibits on Wednesday, April 1, 2020, from 7 AM–5 PM and on Thursday, April 2, 2020, from 7–11 AM. Installation of exhibits must take place during the scheduled times listed above. Permission to work outside of the established scheduled installation hours must be requested in writing from the Trade Show Manager. No children under the age of 18 and no pets will be allowed in the Solutions Marketplace during installation and dismantling. No crating or packing of goods will be permitted in the Solutions Marketplace from 11 AM on Thursday, April 2 to 5:30 PM on Friday, April 3. The Convention Center does not have facilities for storage of crates or other containers, and storage in hallways or corridors will not be permitted. Fern Expo will remove empty crates, packing cases, etc., the removal of which is not otherwise provided for by Exhibitors and will bill individual Exhibitors for such removal, storage, and return. All exhibits must be removed from the Solutions Marketplace by 10:30 PM on Friday, April 3.
Exhibits must be continually staffed and remain intact from 11:30 AM, Thursday, April 2, until the final closing of the Trade Show on Friday, April 3, at 5:30 PM. Any Exhibitor that violates this rule will be subject to sanctions affecting its ability to exhibit at future functions of the ODA.

Unless special arrangements have been made with show management, any assigned booth space not claimed and occupied prior to 10:30 AM, Thursday, April 2, 2020, may be resold or reassigned by ODA without refund.

Exhibitors will be allowed entrance to the Solutions Marketplace beginning at 7 AM on Thursday and 6:30 AM on Friday. No Exhibitors will remain in the hall after closing each day.

Hall Hours for Attendees: The Solutions Marketplace will be open to ODC attendees during the following hours:

**Thursday, April 2:** 11:30 AM–6:30 PM (Trade Show Grand Opening Reception from 3:30–6:30 PM)
**Friday, April 3:** 8 AM–5:30 PM (Snacks and Solutions from 8–10 AM and 3:30 –5:30 PM)

19. CHARACTER/OPERATION OF EXHIBIT. The ODA reserves the right in its sole discretion to decline or prohibit any exhibit, or part of an exhibit or proposed exhibit, that is not suitable or not in accordance with the ethics of the dental profession or with the ODA’s advertising and exhibit standards. Orders and sales may be taken or made on the show floor. Distribution of samples and souvenirs is also permissible. All orders and sales must comply with these Rules and Regulations, the Convention Center, and any state and/or federal laws.

**General Restrictions:** Nothing shall be constructed, built, installed, or used as a part of, or in connection with, an exhibit that does not conform with the requirements of federal, state, and municipal laws, ordinances, and regulations. Rules of the Convention Center’s management must be observed and obeyed. The ODA reserves the right to bar any Exhibitor or any person from the Conference. No circulars or advertising matter of any kind may be distributed by an Exhibitor from outside the Exhibitor’s exhibit space. Aisle space shall not be used for exhibit purposes. The placement of all signs, banners, and advertising matter is subject to the approval of the ODA and the Trade Show Manager. Public address systems may not be used.

Any taxes applicable for doing business in Oregon are the sole responsibility of the Exhibitor.

Any Exhibitor whose sales procedure is objectionable will be subject to removal without refund.

20. BOOTH CONSTRUCTION & HEIGHT LIMITATIONS.

**Height Limitations:**
- **Linear booth:** 8 feet
- **Hanging signs:** 16 feet

**Bulk Spaces:**
Bulk spaces will be sold only as blocks. Exhibitors may form smaller blocks by purchasing adjacent linear booths.

**Linear booth (10’ x 10’)**
Linear booths consist of an 8’ high backdrape and 3’ high side dividers mounted on aluminum tubular frames. Perimeter booths may rise up to 12’. Solid construction in excess of 4’ high must be a minimum of 5’ back from the aisle.

**End-cap booth**
An end-cap booth is exposed to aisles on three sides and composed of two booths, generally 10’ deep by 20’ wide. The back wall must not exceed 8’ in height and only the rear half of the booth space. The back wall is restricted to 4’ high within 5’ of each aisle, permitting adequate line of sight for the adjoining booths.

**Hanging Signs.** There are limited points in the Solutions Marketplace from which to hang signs, banners, etc. Exhibit booth signs, banners, booth ceilings or canopies, lighting grids, or other exhibit-related equipment should be freestanding and floor-
supported where possible. Attachment to the Solutions Marketplace ceiling beams or trusses is permitted only by DWA. Request for approval of hanging signs and banners (not including banners to be hung on the pipe and drape in your booth) must be submitted to the Trade Show Manager by March 13, 2020. The request must include a description or drawing of the sign/banner, proposed method of installation, location of hanging points, and total weight. Hanging signs/banners may not exceed 50 percent of the perimeter space assigned to the Exhibitor or a height of 16’ unless approved in writing by the Trade Show Manager.

**Carpet/floor tape.** The Exhibitor shall be responsible for utilizing Shur Tape or Bron Tape BT 100 or BT-105. Use of other tape not approved by the Convention Center will result in additional prevailing labor charges to remove adhesive residue from facility carpet and/or concrete floor. Any such charges incurred by the ODA will be billed to the Exhibitor.

**Balloons.** No helium balloons shall be permitted in the Convention Center.

**Fog/smoke/laser lights.** No special effects, including, but not limited to fog or smoke effects and laser light shows, shall be permitted without the express prior written approval of the Trade Show Manager.

**Abandoned equipment and lost or misplaced articles.** Any equipment or articles of the Exhibitor remaining past the expiration of the Conference period may be considered abandoned and may be disposed of at the owner’s expense. The Convention Center shall have the sole right to collect and have custody of any articles left on the premises by Exhibitor’s invitees and to provide for the disposition thereof. Neither the ODA nor the Convention Center shall assume any responsibility for losses suffered by the Exhibitor or its agents, servants, employees, or invitees due to the theft or disappearance of equipment, articles, or other personal property in and at the Convention Center.

21. **SECURITY GUARD SERVICE.** The Conference will provide security agents to guard exhibits beginning at 5 PM, Wednesday, April 1, and continuing each night through 10:30 PM, Friday, April 3. The Solutions Marketplace will be open to Exhibitors beginning at 7 AM on Thursday and 6:30 AM on Friday, allowing Exhibitors access to their booths. However, the Conference is an open-booth show and Exhibitors assume all responsibility for the safeguarding and loss of exhibits and merchandise. While Conference management will exercise reasonable care in safeguarding Exhibitor property, neither the ODA, the Convention Center, security coordinator, drayage contractor, nor any of their directors, trustees, officers, agents, or employees assume any responsibility for such property. Exhibitors may escort their goods and merchandise from the receiving point at the Convention Center to their exhibition space. However, the above-mentioned parties do not guarantee against any kind of damage or loss.

**Attendance After Show Hours.** To ensure maximum security for the open exhibits and merchandise, after-hours work and/or entertainment will not be permitted in the Solutions Marketplace. **All Exhibitors must leave the Solutions Marketplace when the show closes each day.**

22. **DOOR STAFF.** Uniformed door staff will be on hand at all marked entrances to the Solutions Marketplace during Conference hours. Only those persons properly registered will be admitted.

23. **CLEANING SERVICE.** Cleaning services for individual booths, including daily trash removal, must be requested by the Exhibitor and ordered directly through the Convention Center. Contact information will be included in the Exhibitor Service Manual. The ODA will provide cleaning service for all aisles.

24. **COMPLIANCE WITH LAWS.** Exhibitors shall, at their own expense, promptly comply and cause their employees, agents, contractors, patrons, and invitees to comply with laws, ordinances, rules, regulations, and requirements of all federal, state, county, and metropolitan governments, commissions, and officers whenever applicable; all rules and regulations of the Portland Police Department and the Portland Fire Department; and all policies, rules, and regulations established by the Convention Center for the use of the Convention Center and the jurisdiction of the Convention Center.

25. **BUILDING AND PUBLIC SAFETY.** Exhibitors shall not bring into the Convention Center any material, substance, equipment, or object that is likely to endanger the Convention Center, or the life of, or to cause bodily injury to, any person
in the Convention Center, or that is likely to constitute a hazard without the prior written approval of the Director of the Convention Center or the Director's designee.

A). Exhibitors shall conduct business only in the authorized areas and in a dignified and orderly manner with full regard for public safety and in conformity with the ODA's rules and regulations. Special permits and conditions are required for the display of vehicles, onsite cooking, and other nonstandard Exhibitor activities. Please contact the Trade Show Manager for such permission and to obtain the appropriate permit application, if necessary.

B). No portion of the sidewalks, ramps, entries, doors, corridors, vestibules, hallways, lobbies, stairways, elevators, aisles, or driveways shall be impeded by Exhibitors or their agents or used for any purpose other than ingress or egress from the Convention Center. Access to public concession-stand areas, utilities, fire suppression equipment, and heating and air conditioning vents shall not be covered or obstructed at any time by an Exhibitor or its employees, agents, or guests.

C). Persons in excess of the occupancy capacity will not be permitted inside any area of the Convention Center.

D). The Convention Center does not provide exhibit-crate storage on site without specific written approval by the Director of the Convention Center or the Director's designee. Exhibitors and their service contractors are expected to make all arrangements for storage of exhibit crates and packing materials if such Director or designee does not grant such approval.

E). Exhibitors shall not bring any live animal, reptile, fish, or bird into the Convention Center unless approved in writing by the Director of the Convention Center or the Director's designee. A properly trained assistance dog accompanying a person with a disability is excepted. Such an animal must at all times remain on a leash, within a pen, or otherwise under effective control.

F). The Oregon Convention Center is a nonsmoking public facility.

26. EXCLUSIVE SERVICES. The Convention Center exclusively provides business, utility, food and beverage (catering and concessions), security/medical specialist, audio/visual and ticketing services at the prevailing rates to Exhibitors wishing to use such services.

27. EXCLUSIVE EVENT SERVICES. The Convention Center shall make available to Exhibitors, either in-house or through the Convention Center's agent, up to its existing capacity, all electric power, compressed air, natural gas, water, sewer drains, booth cleaning and telephone service as requested by Exhibitor. All charges arising from such services provided by the Convention Center shall be billed at the prevailing rate and paid for by the Exhibitor.

28. CONCESSIONS/FOOD SERVICE.

A). Concessions shall be defined as, but not limited to, the selling or dispensing of printed material, records, tapes, foodstuffs, beverages (alcoholic and nonalcoholic), flowers, tobaccos, novelties, souvenirs, clothing, etc. The sale and/or distribution of the aforementioned items are solely the exclusive right of the Convention Center or its agent.

B). The Convention Center's food and beverage service contractor is solely authorized to provide all food and beverage services within the Convention Center. The Director of the Convention Center must approve in advance all Exhibitor requests to distribute samples of such products from exhibit booths or any other areas within the Convention Center.

Exhibitors wanting to distribute food or beverage samples not directly relevant to their products shall order these items from the Convention Center's Concessions/Catering Operator (pacificwild Catering).

29. FACILITY SERVICES. The Convention Center will provide disposal receptacles for trash, debris, and general packing material as a result of exhibiting in the Convention Center. Costs to remove debris or trash not associated with the normal
course of business shall be borne by the Exhibitor. Nonhazardous fluids, chemicals, medical waste, petroleum-based products, perishable items, or any other non-dry material must be disposed of in a manner prescribed by the Convention Center. It is the Exhibitor's responsibility to handle and dispose of the materials and pay any costs associated with this process.

30. HAZARDOUS SUBSTANCES. The Exhibitor and its officers, employees, and agents, and any customers or other participants in the Conference, are prohibited from bringing any hazardous substance into the Conference or onto Convention Center property and are prohibited from allowing any hazardous substance to be brought into thereon. As used in this paragraph, “hazardous substance” has the meaning given that term in ORS 465.200(16). If any governmental authority or other third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any release of hazardous substance that occurs as a result of an Exhibitor’s use of the Convention Center, such Exhibitor shall, at the Exhibitor’s expense, prepare and submit the required plan and all related bonds and other financial assurances, and such Exhibitor shall carry out all such cleanup plans.

Exhibitors agree to indemnify ODA and its respective members, officers, directors, agents, and employees against any claims, costs, and expenses of any kind, whether direct or indirect, incurred voluntarily or pursuant to any state or federal law, statute, regulation, or order, for the cleanup, extraction, detoxification, or neutralization of any release of any hazardous substance associated with or arising from the Exhibitor’s use of the Convention Center’s property. As used in this paragraph, “release” has the meaning given that term in ORS 465.200(22). An Exhibitor’s obligations under this paragraph survive the termination or expiration of this Agreement.

31. RAFFLES. All exhibitor raffle items and prizes must be pre-approved by the ODA. Please contact the Trade Show Manager for approval. Raffles must be facilitated within the exhibitor’s contracted booth space and will not be promoted by the ODA.

32. DAMAGE TO THE CONVENTION CENTER. Nothing may be affixed, nailed, or otherwise attached to walls, doors, ceiling, etc., of the Convention Center in such a manner as to damage or destroy such property. Violations of these rules will void the Exhibitor’s Contract and subject the Exhibitor to removal without refund. The Exhibitor shall be liable directly to the Convention Center for any damages from such violations. The Exhibitor is entirely responsible for the booth and exhibit space allocated to the Exhibitor and agrees to indemnify the ODA for any damage to the floor, walls, ceiling, or equipment used in connection with the space allocated to the Exhibitor. Payment for any damages described in this paragraph shall be made by the Exhibitor directly to Convention Center management.

33. LIABILITY AND INSURANCE. The Contract shall not constitute or be considered a partnership, joint venture, or agency relationship between the ODA, the Exhibitor, or the Convention Center. All property of the Exhibitor remains under its care, custody, and control in transit to and from the Convention Center, during installation and removal, and while it is within the Convention Center. The Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage (including that by acts of God, vandalism, accident, fire, theft, or other causes) to Exhibitor’s displays, equipment, and other property brought upon the premises of the Convention Center, and Exhibitor shall indemnify and hold harmless the ODA and its agents, servants, employees, officers, directors, staff, and members.

Each Exhibitor, by signing the Application, expressly understands that it releases the ODA from, and agrees to indemnify it against, any and all claims for such loss, injury, or damage. It is further agreed that the Exhibitor shall carry workers’ compensation insurance for all the Exhibitor’s employees, if necessary by statute, and further agrees to accept all liability for any injury sustained by the public in the booth leased by the Exhibitor and further agrees to indemnify the ODA from any actions or claims, causes of actions, and suits resulting from any loss, damage, causes of action, or claims or suits for damages, including, but not limited to, loss of property, goods, wares, or merchandise caused by, arising out of, or in any way connected with the exercise by Exhibitor of the privileges herein granted.

Exhibitors are required to send proof of insurance, naming the ODA, its officers, directors, staff and agents as additionally insured, to the ODA by March 13, 2020. A sample certificate of insurance can be found at www.oregondental.org. If the ODA is held liable for any event that might result from a particular Exhibitor’s action or failure to act, such Exhibitor shall reimburse and hold harmless the ODA against any liability resulting therefrom. Exhibitors must adequately insure their materials, goods, wares, and exhibits against loss or injury of any kind and must do so at their own
expense; the ODA is not responsible for any loss (however caused) to any property of any Exhibitor. Exhibitors are solely responsible for their own actions during the Conference. **IN NO EVENT SHALL THE ODA BE LIABLE TO AN EXHIBITOR OR TO ANY OTHER PERSON FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER THE ODA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

34. **GENERAL.** All Contracts for exhibit space shall be governed in all respects by the laws of the state of Oregon without giving effect to any conflict of laws provisions. All Applicants and Exhibitors submit to personal jurisdiction by and venue in the state and federal courts in the state of Oregon, county of Multnomah, and further agree that any cause of action arising under the Contract shall be brought in that venue. If any provision of this Contract is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of any paragraph. The ODA’s failure to act with respect to a breach by an Applicant or Exhibitor or others does not waive ODA’s right to act with respect to subsequent or similar breaches. These Rules and Regulations and the Application set forth the entire understanding and agreement between the ODA and all Applicants and Exhibitors with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral.