



## RULES AND REGULATIONS

### A. AAPA RIGHTS AND DUTIES

1. **Permission to Exhibit:** AAPA reserves the right to decide who may participate. AAPA need not give a reason for not allowing a proposed exhibitor to participate. If AAPA finds anything in your in-person or online booth questionable, including giveaways, we reserve the right to further review your presence on the show floor and online and refuse your application. All giveaways must be approved by AAPA.
2. **Space Assignments:** Space assignments are at AAPA's discretion. AAPA may consider, but will not be bound by, Exhibitor's space request in Part One. AAPA will continue making space assignments until approximately 7 days before the conference, providing Exhibitor ensures AAPA that it will set up its booth by 2 p.m. on the day the Exhibit Hall opens. AAPA may change space assignment locations after its initial assignment. AAPA may also revise the Exhibit Hall floor plan. All exhibitors with a space assignment will receive an online profile in AAPA's virtual conference.
3. **Entering and Changing Exhibits:** To obtain compliance with this Agreement and the Exhibitor Service Manual, AAPA may enter Exhibitor's space and may require Exhibitor to change a display or demonstration in its exhibit. Alternatively, AAPA may review exhibitor profile online and require changes to language, handouts, or videos.
4. **Security:** AAPA will provide overall security guard service during the conference but is not responsible to Exhibitor for loss of any type resulting from Exhibitor's assertion of insufficient security.
5. **Conference Contractors:** AAPA has selected contractors to perform services at the conference. Contractors and their rates will appear in the Exhibitor Service Manual. AAPA has no liability for services performed, prices charged, or materials delivered by those contractors. AAPA has no responsibility for resolving disputes between Exhibitor and those contractors.
6. **Attendance:** AAPA does not promise Exhibitor, Sponsor, Product Theater Company, Agency, or Career Fair Company a specific or estimated number of attendees at the conference or virtual event.
7. **No-Shows:** If Exhibitor does not staff its in-person booth on time and does not notify AAPA in writing that its staff will be delayed or will not attend, Exhibitor will forfeit fees paid. If Exhibitor does not complete booth construction by 2 p.m. on the day the Exhibit Hall opens, AAPA may reassign that space, keep fees paid, and have no liability for Exhibitor's expenses.
8. **Relocation or Rescheduling:** AAPA reserves the right to change the location and scheduled dates of the conference. In either of those events, AAPA will provide Exhibitor, Sponsor, Product Theater Company, Agency or Career Fair Company, written notice no later than 30 days before the earlier of:
  - a. the original move-in date,
  - b. the new move-in date or
  - c. The start of the virtual event.
9. **AAPA Event Cancellation:**
  - a. If the conference is cancelled for any such as acts of God (including adverse weather), public enemy, war, domestic or international terrorism, riot, embargo, sabotage, flood, accident, fire, explosion, or labor union action; compliance with an order of a court, an arbitrator, or government agency; insufficient exhibitors or registrants (in AAPA's sole discretion); a reason that AAPA determines would make holding the conference imprudent or impractical, or another cause beyond AAPA's reasonable control, then Exhibitor, Sponsor, Product Theater Company, Agency or Career Fair Company, and AAPA will have no further obligations to each other. In that event, AAPA may refund all, part, or none of Exhibitor, Sponsor, Product Theater Company, Agency, or Career Fair Company fees in its sole discretion.
  - b. If the hybrid conference is cancelled due to pandemic, fees paid to AAPA 2021 will be repurposed and applied to the AAPA Virtual Conference, May 24 May 27, 2021.
10. **Customer Cancellation Notification:**
  - a. Booth space cancellation or reduction must be received by AAPA in writing. Any exhibitor cancelling or reducing space will be charged based on the following schedule:
    - Cancellations received prior to 1/31/21 will be charged a flat fee of \$100
    - Cancellations between 2/1/21 and 3/1/21 will be charged 50% of the value of the booth space regardless of payment
    - NO REFUNDS AFTER MARCH 1, 2021
  - b. Product Theater payments are due in full on March 10, 2021. Any cancellation of a Product Theater prior to January 31, 2021 is subject to a 20% non-refundable fee. Any cancellation received after January 31, 2021, will result in forfeiture of the entire fee. All Product Theater cancellations must be received by AAPA in writing

- c. Sponsorship fees are due in full on March 10, 2021. Any cancellation of a Sponsorship prior to January 31, 2021 is subject to a 20% non-refundable fee. Any cancellation received after January 31, 2021, will result in forfeiture of the entire fee. All Sponsorship cancellations must be received by AAPA in writing.
- d. Career Fair Company's payment in full is due March 10, 2021. Any Career Fair cancellations received after March 10, 2021 will result in the forfeiture of the entire fee. All Career Fair cancellations must be received by AAPA in writing.

**B. EXHIBITOR, SPONSOR, PRODUCT THEATER AND CAREER FAIR COMPANY RIGHTS AND DUTIES**

- 1. Exhibit Space Package: A description of the items included in the Exhibit Space Package can be found here on the [AAPA Exhibitor and Promotional Opportunities Portal](#).
- 2. Location and Proximity: Exhibitor will exhibit even if AAPA does not meet Exhibitor's space location and proximity preferences. Exhibitor may or may not retain its original space location if it requests increased or decreased space.
- 3. Booth Carpet: Exhibitors have the sole responsibility to provide floor covering for their booth. All booths must have suitable floor covering in order to exhibit. If floor covering is not in place by the morning of the opening of the Exhibit Hall, Freeman will place carpet in your booth, at standard, on-site rate. Costs for forced placement of carpet is the responsibility of the exhibitor.
- 4. Prohibitions:
  - a. Serving of alcoholic beverages, use of animals (except seeing eye dogs), conducting illegal activities such as any form of gambling, or conducting cash transactions is prohibited. Exhibitor will not obstruct the view of adjacent exhibitor booths or otherwise interfere with other exhibitors or share its space with another entity whether or not affiliated with Exhibitor.
  - b. Exhibitor, Sponsor, Product Theater Company, Agency or Career Fair Company will not display or promote goods or services that it did not manufacture or sell in the normal course of business for at least three consecutive months before the conference.
  - c. Exhibitor, Sponsor, Product Theater Company, Agency, or Career Fair Company will display only products and services that meet the standards of generally accepted medical practices or that are relevant to the clinical or socioeconomic practice of medicine.
  - d. Products that require marketing approval by the U.S. Food and Drug Administration (FDA) must receive that approval before being exhibited.

- e. Exhibitor, Sponsor, Product Theater Company, Agency, or Career Fair Company may not conduct clinical testing without AAPA consent, which Exhibitor must request in writing at least 45 calendar days before the conference. If testing includes human blood samples, Exhibitor must dispose of those samples legally.
- f. Inline displays will not exceed the pipe and drape height of 8'.
- g. Sales Tax: Payment of any State and local taxes is the sole responsibility of the exhibitor. You can find more information here: Online business tax information: [www.revenue.state.pa.us](http://www.revenue.state.pa.us); Online business license/tax application: [www.pa100.state.pa.us](http://www.pa100.state.pa.us)

- 5. Conflicting Activities: Exhibitor, Sponsor, Product Theater Company, Agency or Career Fair Company will not extend invitations, call meetings, or encourage absence of attendees, exhibitors, or invited guests from in-person educational sessions or the Exhibit Hall during official hours for those sessions or during Exhibit Hall hours. No soliciting unless exhibiting and only from the designated exhibit space assigned.
- 6. Code of Conduct: AAPA is committed to providing a safe, supportive and respectful conference experience regardless of a person's race, color, ethnicity, national origin, citizenship status, age, religion, disability status, gender, gender identity, sexual orientation, genetic information, physical appearance, or other characteristics. AAPA expects Exhibitor, Sponsor, Product Theater Company, Agency, or Career Fair Company to communicate professionally and constructively and conduct themselves in a courteous and professional manner at all times whether in person or virtually.
- 7. Compliance: Exhibitor, Sponsor, Product Theater Company, Agency, or Career Fair Company will comply with this entire Agreement. Exhibitor, Sponsor or Product Theater will also comply with Convention Center rules (available from AAPA before the conference) and AAPA Exhibitor Service Manual Rules, as well as guidelines established by the FDA, PhARMA, and AdvaMed. Exhibitor, Sponsor, Product Theater Company or Agency or Career Fair Company will also comply with applicable federal, state, and local laws, regulations, and ordinances, including without limitation the Americans with Disabilities Act. Exhibitor, Sponsor, Product Theater Company or Agency or Career Fair Company will inform all its employees and agents of this compliance requirement and will be responsible for their compliance.
- 8. Violations: Despite anything else in this Agreement, including without limitation the Dispute Resolution Section, if Exhibitor, Sponsor, Product Theater Company or Agency or Career Fair Company violates this Agreement before or during the conference, AAPA may in its sole discretion:

- a. deny Exhibitor access to or have security personnel remove Exhibitor personnel and property (at Exhibitor's expense) from the conference and Exhibit Hall, in which event Exhibitor will not be entitled to a fee refund, expense reimbursement, or other amounts from AAPA,
- b. cancel Sponsorship, Product Theater or Career Fair Company participation, in which event no fees, expenses or other amounts will be refunded from AAPA and/or;
- c. remove any or all online content from the virtual event.

### C. GENERAL RIGHTS AND DUTIES

1. Amendment: Except as otherwise provided herein, the Parties must both sign a written agreement to amend Part One of this Agreement. AAPA may unilaterally amend Part Two. Part Two changes will be binding on Exhibitor as soon as AAPA gives Exhibitor a copy of those changes.
2. Assignment or Subcontracting: Exhibitor will not assign or subcontract this Agreement, its exhibit space, or its duties.
3. Dispute Resolution: Except as provided above under Violations:
  - a. The Parties must submit all disputes to binding arbitration including without limitation disputes based on breach of contract, negligence, strict liability, or intentional acts or omissions. No disputes may be litigated, except the Parties may apply to a court for a Temporary Restraining Order, Preliminary Injunction, or other equitable relief to preserve the status quo or prevent irreparable harm.
  - b. The Parties will conduct arbitration, including selection of an arbitrator, using expedited arbitration procedures for commercial disputes published by the American Arbitration Association (AAA), whether or not a dispute meets AAA criteria for expedited procedures, and will hold all proceedings in Alexandria, VA.
4. Governing Law: This Agreement will be construed and enforced under the laws of Virginia, without regard to that jurisdiction's conflict of laws rules.
5. Indemnification:
  - a. Despite anything else in this Agreement, Exhibitor, Sponsor, Product Theater Company, Agency or Career Fair Company will indemnify, defend, and hold harmless AAPA, its members, employees, agents, officers, directors, affiliates, attorneys, and other representatives ("Indemnities") from all actions and causes of action, claims, demands, liabilities, losses from personal injury and property damage, other losses, damages, fines, taxes, penalties, awards, settlement costs, judgments, interest, attorney fees, court costs, and all other costs, expenses, and charges ("Expenses") which

Indemnities incur by reason of a third-party claim directly or indirectly attributable or related to, resulting or arising from, or in connection with, Exhibitor's, Sponsor's, Product Theater Company or Agency's or Career Fair Company's act, omission, or liability under this Agreement ("Claims").

- b. If Exhibitor, Sponsor, Product Theater Company, Agency, or Career Fair Company delays providing legal counsel to defend Indemnities, and as a result Indemnities incur legal expenses, Exhibitor will reimburse those expenses at least monthly, upon presentation of attorney invoices.
  - c. After Exhibitor, Sponsor, Product Theater Company, Agency, or Career Fair Company retains legal counsel to defend Indemnities, they may also retain separate legal counsel at their own expense.
6. Insurance: Throughout the conference, including move-in and move-out days, Exhibitor will maintain at its sole expense all insurance necessary to comply with its obligations and liability at the in-person event. Exhibitor will supply AAPA before the conference with its Insurance Certificate that clearly states that:
    - a. all Exhibitor obligations and Liability under this Agreement are insured and must carry general liability coverage from an insurance company in good standing with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and;
    - b. AAPA is a Named Insured and a Certificate Holder for the listed policies.
  7. Liability:
    - a. AAPA is liable to Exhibitor only for failure to provide exhibit space as required. AAPA's maximum liability to Exhibitor will be the lesser of:
      - i. total fees Exhibitor pays net of the submitted deposit, or
      - ii. the smaller amount specified elsewhere in this Agreement under circumstances there described.
    - b. AAPA is not liable to Exhibitor for loss or damage suffered by Exhibitor or a third party, including without limitation an occupant of or visitor to Exhibitor's booth, as a result of:
      - i. an act or omission of AAPA or a third party, or
      - ii. material included in or excluded from the Exhibitor Service Manual, including without limitation provisions in Exhibitor's contracts with conference contractors.
    - c. Exhibitor is liable to AAPA for its own (and its affiliates, contractors, officers, directors, employees, and other agents) negligent, intentional, or willful acts and omissions, breach of contract or warranty, default, misrepresentation, fraud, or misappropriation, directly or indirectly attributable or related to, resulting or arising from, or in connection with this Agreement. This liability is not limited to:

- i. insurance coverage limits, or
  - ii. uninsured losses. Exhibitor's liability includes without limitation all AAPA damages from loss of exhibit space rental fees and all parties' use or misuse of Exhibitor's space. Exhibitor is liable to the Convention Center for all damage Exhibitor causes to that facility.
8. Successors: This Agreement will be binding on each party's successors.
9. Survival: The Parties' rights, duties, and legal remedies will survive the conference, except those which by their terms require that conference to be in the future. Examples of surviving provisions include Dispute Resolution, Liability, Indemnification, and Insurance. Examples of provisions not surviving include AAPA's duty to provide exhibit space to Exhibitor