AAPACN CONFERENCE EXHIBIT TERMS & CONDITIONS

1. Codes and Agreements. Exhibitor hereby agrees to be bound by the “Exhibit Terms and Conditions.” Exhibitor further agrees to adhere to and be bound by all applicable fire, utility and building codes and regulations; any rules or regulations of the Omni Hotel, Atlanta, GA; the terms of all leases and agreements between AAPACN and any other party relating to the exhibition. Exhibitors shall not, nor shall Exhibitor permit others to do anything to the Booth or the Hotel which would cause a difference in conditions from those previously approved by the insurance carriers of AAPACN, or the owners or managers of the Hotel, which will in any way increase premiums payable by any of said parties, any such increase from a violation of this section.

2. Exhibit Space Assignments. AAPACN shall use its best efforts to locate the booth in one of the locations designated as preferred by exhibitor. Booth space will first be assigned to Business Partners in the order received prior to November 1, 2019. After November 1, 2019 booths will be assigned on a first come, first served basis. If a company’s first choice has been previously assigned, it receives its second choice, provided the second choice has not been previously assigned. If all three choices have been previously assigned, the allocation is made by AAPACN. When notations are made on the contract to avoid or be placed next to certain exhibitors, every effort will be made to accommodate each request; however, AAPACN may assign you to a location other than requested.

3. Exhibitor Representative Registration. Exhibitors are encouraged to register in advance. Up to two (2) representatives for each regular, 10x10 booth are included in the cost of the booth. All other additional badges can be purchased at the member registration full price. All registered persons can staff/occupy the exhibit booth as well as attend sessions. Exhibitor badges are non-transferable. Each representative must display the official badge at all times while in the exhibit area. Exhibitors who do not pre-register must complete an on-site registration from and submit proof of company affiliation. At least one (1) exhibitor representative must be present in the exhibit booth during exhibit hours. Failure to fully staff/occupy said space during all exhibit hours will result in a penalty fine of $400. Exhibitor Representatives are welcome to participate in all conference functions.

4. Payment. Full payment of booth cost must be received with application at the offices of AAPACN by March 11, 2020. In order to receive the included company listing in the Conference Mobile App; payment, 25-word description and logo must be submitted by March 2, 2020. In the event any remaining balance of the full remittance in payment for the booth(s) engaged by the exhibitor has not been received by AAPACN on or prior to March 11, 2019, AAPACN reserves the right to cancel this contract without liability. In such event, AAPACN shall retain the amount paid by such exhibitor, as forfeited deposit.

5. Cancellation of Exhibit Space. Exhibitor wishing to cancel space must do so in writing, received by March 2, 2020 to receive full refund minus a $250.00 processing fee. Written cancellation received after March 2, 2020 no refunds will be issued. In the event of cancellation due to acts of God, fire, strike, government relations, or other causes beyond the control of AAPACN, AAPACN will refund that portion of the Exhibit fee that it deems consistent with the expenditures and commitments already made.

6. Exhibit Service Contractor. In the interest of safety, continuity, security and control, the following are understood as exclusive services provided in the Exhibit Hall by Alliance Nationwide Exposition: materials, handling, electrical, furniture/equipment rental, and labor.

7. Booth Space. Standard Booths may not exceed a back wall height of 8’ and no part of the exhibit or equipment may exceed a height of 4’ in the front half of the center of the Exhibit area. No Exhibit is permitted to obstruct the view of adjacent booths. AAPACN reserves the right to direct revisions, at the Exhibitor’s expense, of any Exhibit which does not comply with these regulations. Alliance exhibit space drapery (back wall and side rail) and identification sign (7” x 44”) are included in the rental fee.

8. Exhibit Booth Activities. Exhibitor should receive approval of any additional activities being hosted within the booth. Please notify AAPACN if you wish to host any additional activities.

9. Exclusions. AAPACN shall have the right to exclude or require modification of any display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the Exhibition. AAPACN shall have the right to prohibit the use of amplifying equipment or music that it considers objectionable. It is the Exhibitor’s responsibility to secure required authorization and licensure to use any and all music played within the confines of said Exhibit Booth. Exhibitors are prohibited from using strolling entertainment and distributing samples or souvenirs, or presenting demonstrations or solicitations except from their own Booth space. No Exhibitor shall sublet, assign, or share any part of the Booth unless it is with divisions of the same company. No Exhibitor is permitted to promote products, equipment, or services other than its own. Exhibitor signs, displays, and flyers are prohibited in any public space, guestrooms, hallways, or elsewhere on the premises of the hotel, with the only exceptions being for official event sponsorship and hospitality suites.

10. Eligibility to Exhibit. Exhibits at the AAPACN conference are intended to offer exhibitors an opportunity for one-on-one communication with attendees. The purpose of the exhibits is to further the education of attendees through product displays and demonstration. The acceptance of product or services for exhibit at the meeting does not constitute an endorsement by AAPACN. All medical devices and/or pharmaceuticals exhibited must have fulfilled all applicable FDA regulations and must have received approval from FDA for the use exhibited at the AANAC and AADNS meeting.

11. Installation/Dismantling. Exhibit installation will take place on Wednesday, April 15, 2020 from 12-5 pm. No Exhibit unpacking will be permitted after this time. If Exhibit is not set up by the Exhibitor by 5:00 p.m. on April 15, 2020, Exhibitor shall be deemed to have canceled the Exhibit space contracted for, and AAPACN shall have the right to use such space as it deems appropriate. The Exhibitor shall pay AAPACN and Alliance Exposition, all amounts that would have been due. Dismantling may not begin until 3:30 p.m. on Thursday, April 16, 2020, following the conclusion of the Exhibit Hall Session. If any exhibitor dismantles exhibit display prior to this time there will be a fee charged to exhibiting company in the amount of $400. Materials not removed by 7:00 p.m. on Thursday, April 16, will be removed and stored by Alliance Exposition at the Exhibitor’s expense. Exact hours of installation and dismantling are subject to change at the discretion of AAPACN.

12. Taxes and Licenses. Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at the Exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, or other charges that shall become due to any governmental or other authority in connection with their activity at the Exhibition.
13. **Hospitality Suites.** Only those companies with contracted space in the Exhibition and event sponsors may use a suite or function-space for hospitality purposes. All requests must be directed to AAPACN for approval and assignment. Hospitality suites may not be open during official program hours.

14. **“In Conjunction With” meetings.** All meetings, events, functions and/or activities held in conjunction with the AAPACN Conference and Exhibition by exhibiting companies and related organizations, whether at the Omni Hotel or at outside venues must be approved by AAPACN. To receive approval, please contact Marqita Jones mjones@aanac.org. “In Conjunction With” events are functions that include the AAPACN attendees but are not planned by or sponsored by AAPACN. They include but are not limited to the following:

- Social Events
- Focus Groups
- Investigator’s Meetings
- Hospitality Type Meetings and Events

Functions involving attendees may not be held during any time that conflicts with official AAPACN programming, exhibits or events. Events where attendees are invited may be held ONLY during the following times:

- Monday and Tuesday, April 13-14, 2020, 6:00 pm – midnight
- Wednesday, April 15, 2019: 9:00 pm – midnight
- Thursday, April 16, 2020: 10:00 pm - midnight
- Friday, April 17, 2020: 1:00 pm - midnight

Any violation of this “In Conjunction With” clause shall subject the exhibiting company or related organization to lose conference participation privileges for two consecutive years.

15. **Liability.** Insurance and liability are the full and sole responsibility of the Exhibitor. This Contract shall not constitute or be considered a partnership, joint venture, or agency relationship between AAPACN and the Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless, and defend AAPACN and Alliance Exposition from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest, and attorney’s fees) which arise directly or indirectly from any intentional or negligent act or omission by Exhibitor or any of its employees, invitees, or agents. Exhibitor further agrees that AAPACN, Alliance Exposition and its employees and agents, and the Rosen Centre Hotel shall not be responsible in any way for damage, loss, or destruction of any property of Exhibitor or its representatives, agency, employees, licensees, or invitees.

16. **Security and Insurance.** AAPACN will provide security during installation and dismantling. However, the Exhibitor is solely and fully responsible for the protection of their own property to its full value, either through purchased insurance or self-insurance. All property of an Exhibitor is understood to remain in its care, custody, and control in transit to, from or within the confines of the Hall.

17. **Pre/Post-Attendee List.** As an exhibitor you will receive an attendee list with first name, last name, title, credentials and mailing addresses. Each list is one-time use only and you must reference AAPACN Conference as the source.