

AAPACN
2021 VIRTUAL ANNUAL 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 the terms of all leases and agreements between AAPACN and any other party relating to the exhibition. Exhibitors shall not permit others to do anything to the Virtual Booth which would cause a difference in conditions from those previously approved by AAPACN, the insurance carriers of AAPACN, or the virtual exhibit platform, which will in any way affect premiums by any of said parties.
2. **Priority Selection.** AAPACN business partners and 2020 exhibitors and sponsors shall be given first priority in that order.
3. **Exhibitor Representative Registration.** Exhibitors are eligible to register two (2) representatives for each virtual booth which are included in the cost of the booth. **All other additional registrations can be purchased at the member registration full price.**
4. **Payment** A deposit of 50% is due at the time of application. The full payment deadline is March 1, 2021. Applications received after this date require full payment at the time of application. In the event any remaining balance of the full remittance in payment for the virtual booth(s) engaged by the exhibitor has not been received by AAPACN on or prior to **March 1, 2021**, 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.** Virtual booth cancellations must be received by AAPACN in writing. On or prior to March 1, 2021, exhibitors will receive full refund of payment minus a \$250.00 processing fee. After March 1, 2021, no refund 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. **Virtual booth Space.** Virtual booths include Endless Events options. Company profile to consist of name, logo, video, description, social networks, website, address, and products. Endless Events provides meeting management functionality, and company team profiles. Exhibitors agree to comply with all virtual booth and sponsor deadlines set forth by Endless Events and AAPACN.
7. **"In Conjunction With" Meetings.** Functions and/or activities involving AAPACN conference attendees must not be held during any time that conflicts with official AAPACN programing, exhibits or events. Any violation of this "In Conjunction With" clause shall subject the exhibiting company or related organization to lose participation privileges for two consecutive years.
8. **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. It is the Exhibitor's responsibility to secure required authorization and licensure to use all music played, or photographs displayed within the confines of said Virtual Exhibit Booth. No Exhibitor shall sublet, assign, or share any part of the Virtual Booth unless it is with divisions of the same company. No Exhibitor is permitted to promote products, equipment, or services other than its own.
9. **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 included in the virtual exhibit must have fulfilled all applicable FDA regulations and must have received approval from FDA for the use exhibited at the AAPACN Annual Conference.
10. **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.
11. **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 Endless Events 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 and Endless Events 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.
12. **Pre/Post- Attendee List.** Exhibitors will receive an attendee list with first name, last Name, title, credentials, and mailing addresses. Each list is one-time use only. Use of attendee list must reference AAPACN Conference as the source.