**AAPACN CONFERENCE ENGAGEMENT PROVIDER TERMS & CONDITIONS**

1. **Codes and Agreements.** Engagement Solution Provider hereby agrees to be bound by the “Engagement Solution Provider Terms and Conditions.” Engagement Solution Provider further agrees to adhere to and be bound by all applicable fire, utility and building codes and regulations; any rules or regulations of the Westgate Las Vegas Resort & Casino; the terms of all leases and agreements between AAPACN and any other party relating to the exhibition. Engagement Solution Providers shall not, nor shall Engagement Solution Provider 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. **Space Assignments.** AAPACN shall use its best efforts to locate the space in one of the locations designated as preferred by Engagement Solution Provider. Space will first be assigned to Business Partners in the order received prior to **November 1, 2021**. After **November 1, 2021** space 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 Engagement Solution Providers, every effort will be made to accommodate each request; however, AAPACN may assign you to a location other than requested.
3. **Engagement Solution Provider Representative Registration.** Engagement Solution Providers must register in advance of the event. Two (2) representatives for each Connection Center Engagement Solution Provider are included in the cost. **All other additional badges can be purchased at the member registration full price. All registered persons can attend Connection Center Engagement Events and education sessions.** Engagement Solution Provider badges are non-transferable. Each representative must display the official badge at all times while in the Connection Center. Engagement Solution Providers who do not pre-register must complete an on-site registration form and submit proof of company affiliation.

At least one (1) Engagement Solution Provider representative must be present in the Connection Center during event hours. Failure to fully staff/occupy said space during all event hours will result in a penalty fine of $400. Engagement Solution Provider representatives are welcome to participate in all conference functions.

1. **Payment** Application and full payment of Engagement Solution Provider package must be received at the offices of AAPACN by **February 23, 2022**. In order to receive the included company listing in the Conference Mobile App; payment, 25-word description and logo must be submitted by **February 28, 2022.** In the event any remaining balance of the full remittance in payment(s)engaged by the Engagement Solution Provider has not been received by AAPACN on or prior to **February 23, 2022**, AAPACN reserves the right to cancel this contract without liability. In such event, AAPACN shall retain the amount paid by such Engagement Solution Provider, as forfeited deposit.
2. **Cancellation of Engagement Solution Provider.** Engagement Solution Provider cancellations must be received in writing by **February 23, 2022** to receive full refund minus a $250.00 processing fee. No refunds will be issued for cancellations received after **February 23, 2022**. 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.
3. **Exhibit Service Contractor.** In the interest of safety, continuity, security and control, the following are understood as exclusive services provided in the Connection Center by Alliance Nationwide Exposition: materials, handling, electrical, furniture/equipment rental, and labor.
4. **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 space. AAPACN shall have the right to prohibit the use of amplifying equipment or music that it considers objectionable. It is the Engagement Solution Provider’s responsibility to secure required authorization and licensure to use any and all music played within the confines of said Partitioned Solution Center Space. Engagement Solution Providers are prohibited from using strolling entertainment and distributing samples or souvenirs or presenting demonstrations or solicitations except from their own Partitioned Solution Center space. No Engagement Solution Provider shall sublet, assign, or share any part of the space unless it is with divisions of the same company. No Engagement Solution Provider is permitted to promote products, equipment, or services other than its own. Engagement Solution Provider 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.
5. **Eligibility to participate in Connection Center Engagement Events.** Solution Provider events at the AAPACN conference are intended to offer Engagement Solution Providers an opportunity for one-on-one communication with attendees. The purpose of the events are to further the education of attendees through product displays and demonstration. The acceptance of product or services for Connection Center Engagement Events 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 AAPACN meeting.
6. **Installation/Dismantling.** Solution Center Partitioned Space installation will take place on **Wednesday, April 13, 2022 from 9 am – 1 pm**. No Solution Provider unpacking will be permitted after this time. If Solution Provider is not set up by the by **1 pm on** **April 13, 2022,** Engagement Solution Provider shall be deemed to have canceled the Partitioned Solution Center space contracted for, and AAPACN shall have the right to use such space as it deems appropriate. The Engagement Solution Provider shall pay AAPACN and Alliance Exposition, all amounts that would have been due. **Dismantling may not begin until 4:30 pm on Wednesday, April 13, 2022 following the conclusion of the Solution Central Session(s)**. If any Engagement Solution Provider dismantles presentation display prior to this time, there will be a fee charged to exhibiting company in the amount of **$400.** Materials not removed by **7 pm on** **Wednesday, April 13**, will be removed and stored by Alliance Exposition at the Engagement Solution Provider’s expense. Exact hours of installation and dismantling are subject to change at the discretion of AAPACN.
7. **Taxes and Licenses.** Engagement Solution Provider shall be responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at the Solution Central Session(s). Engagement Solution Provider 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 Event.
8. **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.
9. **“In Conjunction With” meetings.** All meetings, events, functions and/or activities held in conjunction with the AAPACN Conference and Engagement Solution Provider Events by Solution Provider companies and related organizations, whether at the Westgate Las Vegas Resort & Casino or at outside venues must be approved by AAPACN. To receive approval, please contact Marqita Jones, mjones@AAPACN.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
* User Groups
* University Alumni Events
* Staff Meetings

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, April 11, 2022 3 pm – midnight
* Tuesday, April 12, 2022: 7:30 pm – midnight
* Wednesday April 13, 2022: 6:30pm - midnight
* Thursday, April 14, 2022: 1 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.

1. **Liability.** Insurance and liability are the full and sole responsibility of the Engagement Solution Provider. This Contract shall not constitute or be considered a partnership, joint venture, or agency relationship between AAPACN and the Engagement Solution Provider. Engagement Solution Provider 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 Engagement Solution Provider or any of its employees, invitees, or agents. Engagement Solution Provider further agrees that AAPACN, Alliance Exposition and its employees and agents, and Westgate Las Vegas Resort & Casino shall not be responsible in any way for damage, loss, or destruction of any property of Engagement Solution Provider or its representatives, agency, employees, licensees, or invitees.
2. **Security and Insurance.** AAPACN will provide security during installation and dismantling. However, the Engagement Solution Provider 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 Engagement Solution Provider is understood to remain in its care, custody, and control in transit to, from or within the confines of the Hall.
3. **Pre/Post- Attendee List.** As an Engagement Solution Provider you will receive an attendee list with first name, last Name, title, credentials and mailing addresses. Each list is one-time use only and Engagement Solution Provider must reference AAPACN Conference as the source.