2024 AAPPR Annual Conference Exhibitor Policies, Terms & Conditions

All policies will be firmly enforced. Exhibitors must agree to adhere to all AAPPR guidelines, policies, and procedures when applying to exhibit.

Eligibility to Exhibit

All exhibitor applications are subject to review and approval by AAPPR. The exhibit is designed for the display, demonstration and sale of products and services relating to physician and advanced practice provider recruitment, retention and onboarding, and the professional education to support members of AAPPR. We reserve the right to refuse space to any company who has failed to meet prior financial commitments to AAPPR, or whose products or services, in the opinion of AAPPR, do not meet the educational or practice needs of AAPPR members. AAPPR reserves the right to limit the number of exhibitors in each product or service category.

Non-Contracted Exhibit Space

Any person, firm or organization not having contracted with AAPPR for the occupancy of space in the exhibit hall will not be permitted to display or demonstrate any products, processes, services or solicit orders.

Assignment of Space

AAPPR will make final assignment of booth space considering corporate contributor level, level of conference sponsorship, date registration and payment was received, and company category. We will accommodate your requests to the extent we can but cannot guarantee that you will be assigned to any of the spaces requested or not be placed near a listed competitor.

Registration and Payment Policy

Exhibit and sponsorship registration must be completed online. Payment must be received within 30 days to confirm your registration. Amounts over \$10,000 must be paid by check.

Anti-Harassment Policy

AAPPR is dedicated to providing a harassment-free experience at its events. AAPPR seeks to provide an educational environment where diverse attendees may learn, network, and enjoy the company of colleagues in a professional atmosphere.

AAPPR does not tolerate harassment in any form. Use of sexual or discriminatory language and imagery is not appropriate for any AAPPR event. Violators of this policy may be sanctioned or expelled from the event at the discretion of the AAPPR executive staff.

This policy applies to all attendees at AAPPR events, including participants, guests, staff, contractors, and exhibitors.

Anti-Trust Policy

AAPPR is committed to upholding the principles of fair competition and compliance with all applicable antitrust laws. We do not tolerate any activity that violates these laws, and we strongly encourage all conference participants to do the same.

Specifically, we prohibit any discussions, agreements, or other conduct that could be perceived as an attempt to fix prices, allocate customers or territories, or otherwise restrain trade. We also prohibit any discussions or agreements related to boycotts, tying arrangements, or exclusive dealing arrangements.

We encourage all attendees, sponsors, exhibitors, and speakers to exercise caution when discussing sensitive topics such as pricing, terms of sale, distribution practices, or customer allocation. Any discussions that could be construed as anticompetitive should be avoided.

Exhibitor Representation

Exhibiting companies are limited to registering a total of four (4) persons per 10x10 booth space. Once all available badges have been used, no additional personnel with the Exhibitor shall be permitted to register or attend the meeting in any capacity. Two full-meeting registrations per 10x10 booth space is included in booth fees, as noted in the booth pricing information on the website. Additional registrations, if desired, must be purchased at the published prices. All Exhibitor representatives must be registered to participate in the Event.

Educational Session Participation Policy

Attendees and exhibitors are welcome to attend educational sessions which are meant for learning. All solicitations (other than defined sponsorships) must take place in the exhibit hall.

Use of AAPPR Name or Logo

AAPPR's name, acronym and logo are proprietary marks and may not be used in advertising, signs or promotions in any media, communication, or product literature inside or outside of the exhibit hall, before, during, and after the conference.

Photo/Video Consent

As part of the AAPPR Annual Conference, you may be photographed, or you may be recorded on audio and/or video. These items may be used in promoting future conferences or in other marketing related to AAPPR. Your attendance at this event implies your consent to be photographed or recorded.

Concurrent Events

Exhibitors/sponsors must not sponsor/hold any events during conference hours or the hours of any official AAPPR functions. If an exhibitor wants to host an event in conjunction with the AAPPR Conference, they must gain pre-approval from AAPPR. Contact Nichole Dennis at <u>nichole@aappr.org</u> with the details of the proposed event.

Early Departure Penalty: \$1,000

To enhance the experience of attendees in the exhibit hall, AAPPR requires that all exhibit booths must remain fully set up and attended by a company representative until the specified tear-down time. AAPPR will assess an early departure fee of \$1,000 to any company that begins to dismantle its booth or leaves its booth prematurely unattended before the official tear down time denoted in the onsite exhibitor packet. Payment of this fee will be required before the company is allowed to register for any following annual conference and the company will be placed at the bottom of the list for booth assignments at the next annual conference.

Arrangements of Exhibits / Booth Heigh Restrictions

In-line Booths (includes Corners): All exhibit fixtures, components and signs will be permitted to a maximum height of 10'. All display fixtures over 4' in height and placed within 10' of an adjoining exhibit must be confined to that area of the exhibitors' space which is at least 5' from the aisle line. When standing at the end of an aisle, there must be a clear sightline of 5' from the aisle into each booth in that aisle.

Island Booths: Exhibit fixtures, towers and signs will be permitted to a maximum height of 20'.

Exhibitor agrees to abide by all exhibit display guidelines published in the Exhibitor Services Kit. All Exhibitors must remain within the confines of their own exhibit space, and no Exhibitor will be permitted to erect signs or display products in such a manner as to obstruct the view or disadvantageously affect the display of other Exhibitors. Exhibits not conforming to these specifications, or which in design, operation, or otherwise, are deemed objectionable by AAPPR in its sole discretion, will be prohibited.

Exhibitor Operation and Conduct/Right of Entry and Inspection

- All interactive activities/entertainment must be pre-approved by AAPPR and be carried out in Exhibitor's contracted exhibit booth space unless arrangements have been made with AAPPR. Exhibitors may not duplicate any activities offered in AAPPR's sponsorship opportunities.
- The use of live animals must be approved by show management and the official Event facility for the Event.
- The use of objectionable amplifying or lighting equipment is prohibited.
- Exhibitors may not use strolling entertainment, nor distribute samples, magazines, or advertising materials in any area outside their exhibit booth without approval from Show Management.
- The use of helium-filled balloons is prohibited in the Event.

- The use of Segways or other similar equipment is prohibited, unless used as a disability aid.
- It is the Exhibitor's responsibility to ensure that models' and/or artisans' appearance and dress will not be
 offensive to modest tastes. Furthermore, artisans and models are not permitted to perform or appear outside of
 the contracted exhibit booth space during Event hours.
- Food and beverage may be dispensed from Exhibitor's booth within the following guidelines: (i) Distribution area must be kept clean and attractive; (ii) All attendees must have the opportunity to receive samples; and (iii) Any food and beverage distributed must be arranged through the facility where the Event is held. Distribution of alcoholic beverages requires permission from AAPPR.
- Exhibitors may not use any items or engage in any activities that result in loud noises or produce smells/scents that are offensive or commonly cause allergic or physical reactions.
- Exhibitors are allowed to sponsor prize drawings within their exhibit space. Any limitations on registering for or accepting the prize must be prominently displayed in the exhibit space.
- Inventory must be discreetly stored within an exhibitor's booth space or arrangements must be made with Freeman for storage.
- Video recording within the exhibit hall is not allowed.

If Exhibitors engage in any conduct in violation of the rules and or applicable laws, AAPPR reserves the right to cancel the Exhibitor's space without further notice and without obligation to refund monies previously paid and to resell exhibit space assigned. AAPPR further reserves the right to reject Exhibitor's application to exhibit in future shows of AAPPR. Further, AAPPR in its absolute discretion shall have the right at any time to enter and inspect the area occupied by Exhibitor. Exhibitors and their representatives shall always conduct themselves in a professional manner and shall not disparage or defame fellow exhibiting companies, member companies/individuals, AAPPR, or the employees of organizations, or engage in other activities detrimental to the Event.

Exhibiting Codes and Agreements

Exhibitor hereby agrees to be bound by all exhibition rules and regulations outlined here and in the official Exhibitor Service Kit, and any additional rules, regulations, and information as may be adopted by AAPPR or the Event facility. Exhibitor further agrees to adhere to and be bound by (i) all applicable fire, utility, and building codes and regulations of the facility where the exposition is held; (ii) any rules or regulations of said facility; (iii) the terms of all leases and agreements between AAPPR and the managers or owners of said facility; (iv) the terms of any and all leases and agreements between AAPPR and any other party relating to the Event; and (v) all Federal, State, and local laws, codes, ordinances and rules; without limiting the foregoing, Exhibitor shall construct its displays to comply with the Americans with Disabilities Act. Exhibitor shall not, nor shall Exhibitor permit others to, do anything to its exhibit space or do anything in the Event facility which would cause a difference in conditions from those previously approved by the insurance carriers of AAPPR, or the owners or managers of said facility, which will in any way increase premiums payable by any of said parties, and Exhibitor shall be responsible for any such increase resulting from violation of this section.

Cancellation Policy

Written cancellation notice must be received via email (nichole@aappr.org) by January 19, 2024 to receive a 50% refund. No refunds will be given after this date unless the conference is cancelled or rescheduled by AAPPR.

If AAPPR must transition to a fully virtual event or is unable to hold the conference due to acts of God, pandemic, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilitating other emergencies making it inadvisable, illegal or impossible to provide the facilities or to hold the meeting, exhibitors/sponsors may choose one of the following:

- Apply their entire in-person sponsorship/exhibit fee to a virtual sponsorship package; or
- Apply their entire in-person sponsorship/exhibit fee to the 2025 AAPPR Annual Conference; or
- Request a refund of their in-person event sponsorship or exhibit fee. Sponsorship fees will be refunded in full. Exhibit fees will be refunded, less the pro-rata share of all costs and expenses incurred and committed by AAPPR. Expenses incurred will not exceed the sum of 20% of each company's exhibit fees.

AAPPR is not responsible for any other costs incurred by pre-registrants/exhibitors in connection with the conference.

Liability and Insurance

This agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between AAPPR and Exhibitor. Exhibitor hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save AAPPR and the convention center, its owners, and its operator and each of their respective parents, subsidiaries, affiliates, employees, officers, directors and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the convention center and its employees and agents. Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the contractual liability set forth in this exhibit agreement, in an amount not less than \$1 million combined single limit for personal injury and property damage. The convention center, its owners, and its operator shall be included in such policies as additional named insureds. In addition, exhibitor acknowledges that neither the convention center, its owners, nor its operator maintain insurance covering exhibitor's property and that it is the sole responsibility of exhibitor to obtain business interruption and property damage insurance insuring any losses by exhibitor.

Protection of Exhibit Facility

Exhibitor is expressly bound, at its expense, to promptly pay for or repair all damage to the exhibit facility, booth equipment, or the property of others caused by the Exhibitor or any of its employees, agents, contractors, or representatives.

Americans with Disabilities Act Conformance

Each exhibitor shall be responsible for compliance with all applicable provisions of the Americans with Disabilities Act within its booth and assigned exhibit space, including, but not limited to, wheelchair access provisions. Exhibitors shall indemnify, hold harmless and defend AAPPR, its officers, directors, agents, members and employees from and against any claims, liabilities, losses, damages and expenses (including attorney's fees and expenses) resulting from or arising out of the exhibitor's failure or allegations of exhibitor's failure to comply with the provisions of the ADA. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact:

ADA

U.S. Department of Justice 950 Pennsylvania Avenue, NW Civil Rights Division Disability Rights Section - NYAV Washington, D.C. 20530 Phone: 800-514-0301 Fax: 202-307-1198 http://www.ada.gov/new.htm

Interpretation and Enforcement

AAPPR has full power to interpret and enforce all regulations for the Event and the power to make amendments and/or further regulations that are considered necessary for the proper conduct of the Event. Such decisions shall be binding on all Event exhibitors. Failure to comply with any rule or regulation may be sufficient cause for AAPPR to require the immediate removal of the offending exhibitor and may result in forfeiture of all further rights to exhibit at future events sponsored by AAPPR, together with all fees paid. AAPPR may lease any space so forfeited to another exhibitor.