



AAPA ANNUAL CONFERENCE
EXHIBITOR SPACE APPLICATION
RENTAL AGREEMENT



American Academy of Physician Assistants, Inc., 950 North Washington Street, Alexandria, VA 22314-1552
Federal Tax ID #23-7067770.

The purpose of this agreement is for Exhibitor to rent exhibit space at the AAPA's 33rd Annual PA Conference Exhibit Hall, to be held from May 31 to June 1, 2005, at the Orange County Convention Center, from 9:00 a.m. to 4:00 p.m. each day.

PART ONE - EXHIBIT SPACE RENTAL FORM (To be completed by Exhibitor):

a) Company Contact:

Company Name:
Name: Title:
Address:
Address line 2:
City: State: Zip:
Phone: Fax: E-mail:

b) Exhibit Space:

Total exhibit rental fee due by March 31. 30% nonrefundable deposit due when Exhibitor signs this agreement.

Rates: \$22 per square foot for in-line booths; \$24 per square foot for island and corner booths.

Space dimension requested: Type (Check one): In-line Corner Island

Specific space choices (List 6): 1) 4)
2) 5)
3) 6)

c) Space Proximity to Other Exhibitors:

Companies to avoid:
Companies preferred:

d) Payment:

Credit card #: Exp. Date:
Check one: VISA MasterCard American Express
Name as it appears on card: Signature:
Amount of payment to be charged for 30% deposit: \$

e) Display Content: Exhibitor will display information on these non-FDA-approved drugs or devices: None

Part One of this Agreement is this Exhibit Space Rental Form. Part Two is the attached Terms and Rules Section. The Parties execute this Agreement on the date indicated below. The persons signing below warrant and represent that each one signs, with express authority to sign this Agreement.

Exhibitor, Inc. Name:
Title: Signature and Date:
AAPA: American Academy of Physician Assistants, Inc. Name: Germaine Schaefer
Title: Manager, Industry Relations
Signature and Date:

FOR AAPA USE ONLY

ID# Dimensions
Received 2004 Dimensions
Space Assignment Date Reassigned
Deposit Cancelled
Total Due New
Balance Due Returning
Priority Points Nonprofit
Booth Assigned Constituent

A. AAPA Rights and Duties

1. **Permission to Exhibit:** AAPA reserves the right to decide who may rent space. AAPA may consider, but will not be bound by, a proposed exhibitor's prior year priority points. If AAPA accepts this Application and signs this Agreement, that will not imply agreement for Exhibitor to rent space in a later year. AAPA need not give a reason for not renting space to a proposed exhibitor.
2. **Space Assignments:** Space assignments are at AAPA's discretion. AAPA may consider, but will not be bound by, Exhibitor's prior year priority points and Exhibitor's space request in Part One. AAPA will continue making space assignments until approximately 10 days before the annual conference, providing Exhibitor ensures AAPA that it will set up its booth by 8:00 a.m. on the Friday before the Exhibit Hall opens. AAPA may change space assignment locations after its initial assignment. AAPA may also revise the Exhibit Hall floor plan.
3. **Entering and Changing Exhibits:** To obtain compliance with this Agreement and the Exhibitor Service Kit, AAPA may enter Exhibitor's space and may require Exhibitor to change a display or demonstration in its exhibit.
4. **Security:** AAPA will provide overall security guard service during the annual 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 annual conference. Contractors and their rates will appear in the Exhibitor Service Kit. 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 a specific or estimated number of attendees at the annual conference.
7. **No-Shows:** If Exhibitor does not staff its booth on time and does not notify AAPA in writing that its staff will be delayed or will not attend, Exhibitor will forfeit priority points earned and fees paid. If Exhibitor does not complete booth construction by 5:00 p.m. on the Thursday before 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 annual conference. In either of those events, AAPA will provide Exhibitor written notice no later than 30 days before the earlier of: a) the original move-in date, or b) the new move-in date.
9. **AAPA's Cancellation:** If the annual conference is cancelled due to: a) acts of God (including adverse weather) or public enemy, war, domestic or international terrorism, riot, embargo, sabotage, flood, accident, fire, explosion, or labor union action; b) compliance with an order of a court, an arbitrator, or government agency; c) insufficient exhibitors or registrants (in AAPA's sole discretion); d) a reason that AAPA determines would make holding the annual conference imprudent or impractical, or e) another cause beyond AAPA's reasonable control, then Exhibitor and AAPA will have no further obligations to each other. In that event, AAPA may refund all, part, or none of Exhibitor's fees.
10. **Exhibitor's Space Reduction or Cancellation, and Failure to Pay on Time:** Exhibitor must submit space reductions or cancellations in writing. If Exhibitor reduces or cancels space before January 1, 2005, AAPA will refund fees except the 30% deposit. If Exhibitor reduces or cancels space on or after January 1, 2005, Exhibitor will pay 100% of fees due as liquidated damages in recognition of substantial losses AAPA will incur, the precise amount of which will be impractical to compute. AAPA may treat Exhibitor's failure to pay in full by March 31, 2005, the same as Exhibitor's cancellation after January 1, 2005, with the result described above, by providing notice of that decision to Exhibitor. That notice will be immediately effective upon mailing by certified mail, return receipt requested.

B. Exhibitor Rights and Duties

1. **Exhibit Space Package:** In exchange for its space rental payment, Exhibitor will receive: a) 8' high back drape and 3' high draped side rails (10'x10' in-line booths only); b) booth identification sign with company name and booth number; c) unlimited number of complimentary exhibitor registrations; d) exhibit description in the final program; e) exhibit listing on AAPA's Web site; f) ability to license the preregistered and post-annual conference attendee mailing lists; g) ability to sponsor an annual conference adjunct symposium or product theater; h) priority point accumulation, and i) daily aisle maintenance.
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. **Space Prohibitions:** a) Exhibitor will not serve alcoholic beverages, use animals (except seeing eye dogs), conduct illegal activities such as games of chance or raffles, conduct cash transactions, 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 will not display or promote goods or services it did not manufacture or sell in the normal course of business for at least three consecutive months before the annual conference. c) Exhibitor 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 must receive that approval before being exhibited. e) Exhibitor may not conduct clinical testing without AAPA consent, which Exhibitor must request in writing at least 45 calendar days before the annual conference. If testing includes human blood samples, Exhibitor must dispose of those samples legally.
4. **Conflicting Activities:** Exhibitor will not extend invitations, call meetings, or encourage absence of attendees, exhibitors, or invited guests from educational sessions or the Exhibit Hall during official hours for those sessions or during Exhibit Hall hours.

5. Exhibitor Compliance: Exhibitor will comply with this entire Agreement. Exhibitor will also comply with Convention Center rules (available from AAPA before the annual conference) and AAPA Exhibitor Service Kit Rules (available on-line at www.aapa.org), as well as guidelines established by the FDA, PhARMA, and ADV-MED. Exhibitor will also comply with applicable federal, state, and local laws, regulations, and ordinances, including without limitation the Americans with Disabilities Act. Exhibitor will inform all its employees and agents of this compliance requirement and will be responsible for their compliance.

6. Exhibitor Violations: Despite anything else in this Agreement, including without limitation the Dispute Resolution Section, if Exhibitor violates this Agreement before or during the annual conference, AAPA may in its sole discretion: a) subtract points from Exhibitor's priority points and/or; b) deny Exhibitor access to or have security personnel remove Exhibitor personnel and property (at Exhibitor's expense) from the Annual Conference and Exhibit Hall, in which event Exhibitor will not be entitled to a fee refund, expense reimbursement, or other amounts from AAPA.

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 Exhibitor 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 will indemnify, defend, and hold harmless AAPA, its members, employees, agents, officers, directors, affiliates, attorneys, and other representatives ("Indemnitees") 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 Indemnitees 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 act, omission, or liability under this Agreement ("Claims").

b) If Exhibitor delays providing legal counsel to defend Indemnitees, and as a result Indemnitees incur legal expenses, Exhibitor will reimburse those expenses at least monthly, upon presentation of attorney invoices.

c) After Exhibitor retains legal counsel to defend Indemnitees, they may also retain separate legal counsel at their own expense.

6. Insurance: Throughout the Annual 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. Exhibitor will supply AAPA by December 31 before the Annual Conference with its Insurance Certificate that clearly states that: a) all Exhibitor obligations and Liability under this Agreement are insured by the listed policies, 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 30% deposit, or ii) the smaller amount specified elsewhere in this Agreement under circumstances there described. 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 Kit, including without limitation provisions in Exhibitor's contracts with Annual Conference contractors.

b) 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 Annual 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.