

## EXHIBITOR RULES AND REGULATIONS

### A. AAPA RIGHTS AND DUTIES

1. **Contract for Space.** The Exhibit Booth Contract, the formal notice of space assignment by the American Academy of Physician Associates (AAPA), hereinafter referred to as Show Management. These Exhibit Rules and Regulations and any subsequent rules and regulations adopted by AAPA with regard to AAPA 2023 constitute a contract for the right to exhibit at AAPA 2023, May 20 – 22, 2023. All matters regarding these Rules and Regulations and exhibitor's compliance therewith shall be determined by Show Management in its sole and absolute discretion.
2. **Permission to Exhibit.** AAPA reserves the right to decide who may participate. AAPA need not give a reason for not allowing a proposed exhibitor to participate. If AAPA finds anything in your booth questionable, including giveaways, we reserve the right to further review your presence on the show floor and refuse your participation. All giveaways must be approved by AAPA.
3. **Definitions.** As used herein:  
 "Exhibitor" collectively shall mean the entity or individual that applied for exhibit space and each of its officers, directors, shareholders, employees, agents, contractors, representatives and/or invitees, as applicable.  
 "Exhibit Hall" shall mean AAPA 2023  
 "Facility" shall mean Music City Center Convention Center  
 "AAPA" and/or "Show Management" shall mean American Academy of Physician Associates, which owns, produces and manages the Exhibit Hall.
4. **Cost of Space.** Charges for assigned space, identified in this contract and shown on the official plans, will be as follows: Booths may be purchased in increments of 10'x10' / 100 sq. feet of space.  
 The dates of the discounted rates are:  
 Early (E) – through July 31, 2022  
 Advance (A) – August 1, 2022 through January 31, 2023  
 Standard (S) – February 1, 2023 through May 20, 2023  
 Prices listed are for 10'x10' / 100 sq.feet of space:  
 Inline Booths – \$3,100 (E), \$3,400 (A), \$3,600 (S)  
 Island Booths – \$3,300 (E), \$3,600 (A), \$3,800 (S)  
 Non-Profit – \$2,200 (E), \$2,500 (A), \$2,700 (S)  
 Non-Profit Recruiter – \$2,500 (E), \$2,800 (A), \$3,000 (S)  
 Additional Fee for 10'x10'-10'x40' booth spaces:  
 Corner Charge - \$300  
 Prices listed are for 6'x8' / 48 sq.feet of space:  
 Constituent Organizations (CO) – \$450
5. **Service Provided.** In exchange for payment in full for the booth (s) contracted by the exhibitor, Show Management will provide the following: Four (4) complimentary booth registration badges per 10'x10' booth space; access to the Exhibit Hall, General Sessions, CME Sessions (not eligible to claim CME). Additional exhibitor booth badges can be purchased for \$50 each, a basic online company listing, and marketing tools. Inline booths, 10'x10' to 10'x40', will receive a 8' high and 3' side pipe and drape and a complimentary company sign. Please note: Carpet/Flooring (required), Furnishings, Internet, and other utilities are NOT included in the booth fee unless otherwise noted.
6. **Space Assignments.** Space assignments are at AAPA's discretion. AAPA may consider, but will not be bound by, Exhibitor's space request on application. AAPA will continue making space assignments until approximately 7 days before the conference, providing Exhibitor ensures AAPA that it will set up its booth by 2 p.m. on the day the Exhibit Hall opens. Due to the number of companies exhibiting similar or related product lines, Show Management cannot guarantee that a company exhibiting similar products (including a competitor of Exhibitor) will not be in a nearby or adjoining booth space.
7. **Adjust Booth Assignment.** Show Management reserves the right to change the floor plan (including, but not limited to aisle spaces), without notice, in order to comply with fire, safety and accessibility regulations or to provide, in its exclusive judgement, a safer, more satisfactory, attractive and successful Exhibit Hall.
8. **Exhibitor Listing/Photographs.** By participating in the Exhibit Hall, Exhibitor grants to Show Management a perpetual, fully paid, non-exclusive license to use, reproduce, and display its name, trade name(s) of its product(s) and service(s) in any directory or other listing of Exhibit Hall exhibitors in any and all media, including, without limitation, print and electronic media. In no event shall Show Management be liable for any errors or for the omission of Exhibitor from any directory or other listing. Exhibitor agrees that Show Management may photograph or video record Exhibitor's exhibit and workers, before and during the Exhibit Hall and may use the same for promotional purposes. Exhibitor warrants that it owns all intellectual property that it will use at the Exhibit Hall or that it otherwise has the legal right to use the intellectual property, pursuant to a valid license agreement.
9. **Move-in/Move-out.** Time periods, deadlines, and restrictions for move-in and move-out of exhibit areas shall be determined by Show Management in its sole discretion and all exhibitors shall be given adequate notice thereof.  
 All exhibit/displays must remain staffed and fully intact until the end of the trade show. Premature dismantling of and/or failure to fully staff said space during the entire Exhibit Hall will not be able to purchase booth space at the discounted rate and will be penalized by Show Management at any future AAPA conferences.
10. **Exhibit Hours.** Exhibit Hall hours will be determined and posted by AAPA prior to show date. (Hours may be changed at any time at the discretion of Show Management.)
11. **Entering and Changing Exhibits.** To obtain compliance with this Agreement and the Exhibitor Dashboard, AAPA may

enter Exhibitor's space and may require Exhibitor to change a display or demonstration in its exhibit.

12. Exhibit Specification. The height of display shall be limited to the height of the 8' high pipe and drape for all inline booths (10'x10' – 10'x40'). Exhibitors shall limit the height of the display material at the sides to 4', from the front of their exhibit to a depth of 5'. The height restriction for all island booths (20'x20' or larger) is 22' for hanging signs and 16' for hard walls. Show Management must approve in writing any display that exceeds these specifications. Unfinished sides left exposed shall be draped or finished at the expense of the exhibitor. No exhibit shall be allowed to project into the aisle beyond the space assigned. Exhibit booth displays in the Show requiring height clearance, beyond the previous standard height dimensions must have written approval from the Show Management. These enlarged displays are encouraged and will be allowed in specific areas of the Show floor. Proposals for such displays must be presented in writing for approval prior to show set-up time. Island booths cannot be enclosed, obstructing the line of vision of booths around it.
13. Security. AAPA will provide overall security guard service during the conference but is not responsible to Exhibitor Company for loss of any type resulting from Company's assertion of insufficient security. Exhibitors will be responsible for providing, at their own expense, any security necessary for their exhibit.
14. Conference Contractors. AAPA has selected contractors to perform services at the conference. Contractors will appear in the Exhibitor Dashboard. 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.
15. Attendance: Admission to the Exhibit Hall during exhibit hours will be available to all registered attendees. Move-in and Move-out times will be by Exhibitor registration badges or wristbands only and all exhibitor personnel must abide by established registration fee and/or policy requirements of the Exhibit Hall. Show Management makes reasonable attempts to attract qualified attendees to the Exhibit Hall, but does not guarantee specific volumes or levels of attendees
16. 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 fees paid. If Exhibitor does not complete booth construction by 2 p.m. on the day the Exhibit Hall opens, AAPA may reassign that space, keep fees paid, and have no liability for Exhibitor's expenses.
17. Relocation or Rescheduling. AAPA reserves the right to change the location and scheduled dates of the conference. In either of those events, AAPA will provide Exhibitor-Company, written notice no later than 30 days before the earlier of:
  - the original move-in date, or
  - the new move-in date
18. AAPA Force Majeure/Event Cancellation: If the conference is canceled for any reason such as acts of God (including adverse weather), public enemy, war, domestic or international terrorism, riot, embargo,

sabotage, flood, accident, fire, explosion, labor union action or pandemic; compliance with an order of a court, an arbitrator, or government agency; insufficient exhibitors or registrants (in AAPA's sole discretion); a reason that AAPA determines would make holding the conference imprudent or impractical, or another cause beyond AAPA's reasonable control, then Exhibitor Company, and AAPA will have no further obligations to each other. In that event, AAPA may refund all, part, or none of Exhibitor Company fees in its sole discretion.

19. Exhibitor Cancellation Notification:

- Any withdrawal of Contract for exhibit space, cancellation of exhibit space or reduction in size of exhibit space must be made in writing to Show Management.
- If Exhibitor withdraws contract, or reduces/cancels exhibit space, it shall forfeit all rights in and to the use of any contracted exhibit space. In such case, Exhibitor shall have no right to a listing in the online exhibitor directory, exhibitor badges, or exhibitor hotel rooms. Show Management shall have the right to dispose of the released space in such a way as it may consider in its interests (including re-sale of such exhibit space) without any liability on the part of Show Management.

Refunds for cancellations will be determined by the following schedule:

- Cancellations received prior to January 31, 2023 will be charged 50% of the value of the booth space regardless of payment
- NO REFUNDS WHATSOEVER AFTER January 31, 2023. Cancellations received after January 31, 2023 will be charged 100% of the value of the booth space regardless of payment

**B. EXHIBITOR COMPANY RIGHTS AND DUTIES**

In order to provide a well-balanced, well-regulated, attractive, and successful Exhibit Hall, no exceptions to the following rules will be permitted. Show Management shall enforce strict compliance with these Rules and Regulations.

1. 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.
2. Booth Flooring. Exhibitors have the sole responsibility to provide floor covering for their booth. All booths must have suitable floor covering in order to exhibit. If floor covering is not in place by the morning of the opening of the Exhibit Hall, Freeman (Official Service Contractor) will place carpet in your booth, at standard, on-site rate. Costs for forced placement of carpet is the responsibility of the exhibitor.
3. Vehicles. All vehicles must be approved by AAPA Show Management and the facility and abide by certain guidelines provided by the Convention Center. Vehicles are permitted for island booths (20'x20' or larger) ONLY.
4. Exhibit Hall Policy/ No "Suitcasing". \*Suitcasing: is the act of soliciting business in the aisles during the exhibit hall or in

other public spaces, including another company's booth or hotel lobby.

Please note that while all meeting attendees are invited to the Exhibit Hall, any attendee who is observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the Exhibit Hall Policy, will be asked to leave immediately. Please report any violations you may observe to Show Management. Show Management recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite; a restaurant, club, or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than the exhibit hall floor and at other events. Show Management must be informed of any hospitality suites, and expressed consent must be received prior to the event.

5. Prohibitions.

- a. Exhibitor shall not in any manner indicate that an AAPA endorsement or approval of Exhibitor's product(s) or service(s) has been given by AAPA merely because AAPA has allowed such product(s) or service(s) or literature to be displayed in its Exhibit Hall; this includes but is not limited to the use of the AAPA logo.
- b. Serving of alcoholic beverages, use of animals (except seeing eye dogs), conducting illegal activities such as any form of gambling, or conducting cash transactions is prohibited.
- c. Only one company is permitted to occupy each booth space. More than one company is not permitted to purchase a booth together. No exhibitor shall assign, sublet or apportion the whole or any portion of the allotted booth, nor exhibit therein any literature or display other than that produced or distributed by the Exhibitor in the regular course of his/her business. Exhibitor personnel must be representative(s) of the contracting company. Contracting company must be company exhibiting. Companies with separate divisions operating under different names must purchase separate booths. Exhibitors may promote their product service lines notwithstanding the fact that those product services may be manufactured by other companies.
- d. Exhibitors may not deface or otherwise obstruct the view, logo or branding of materials or events sponsored by other companies throughout the conference, i.e., signs, badge holders, conference bags, etc.
- e. Children under the age of 18, including infants, are welcome in the public spaces of the Convention Center. During normal exhibit hall hours (Sunday and Monday), children under the age of 18 will be admitted only with parental supervision. No one under 18 years of age will be allowed in the Exhibit Hall during move-in and move-out
- f. Tacking, posting, taping or nailing signs, banners, etc. to any permanent walls or woodwork will not be permitted. Any damage to the exhibit hall by Exhibitors or their employees or agents shall be paid for by the Exhibitor causing such damage.
- g. No visual or audio recording or transmission of AAPA 2023 may be made by or on behalf of the Exhibitor without the prior written consent at least 30 days prior to show date, of AAPA and the hotel and/or convention center.
- h. Exhibitors should be aware that music played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted compositions. ASCAP, BMI, and SESAC are three authorized licensing organizations that collect copyright fees on behalf of composers and publishers of music. Show Management does not have a license with any licensing agencies; therefore exhibitor is responsible for obtaining directly. Adherence to these federally mandated copyright licensing laws is of critical importance.
- i. In general, exhibitors may use sound equipment in their booths so long as the noise level does not, in the exclusive judgement of show management, disrupt the activities of neighboring exhibitors. Speakers and other sound devices should be positioned so as to direct sound into the booth rather than into the aisle or into neighboring booths. Rule of thumb; sound and noise should not exceed 85 decibels when measured from the aisle immediately in front of a booth (refer to OSHA regulations at [www.osha.gov](http://www.osha.gov) for more information).
- j. Lighting elements must be contained within the confines of the contracted exhibit space and not protrude into the aisles. This includes all truss work, lighting apparatus, projection equipment, etc. All lighting must be directed into the exhibit space and may not project into the aisles or onto neighboring exhibits. Strobe, flashing and rotating lights are not permitted without the advance written approval of AAPA Show Management.
  - No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring exhibit booths or guests
  - Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring exhibit booths or guests
- k. Distribution by exhibitors of any free printed matter, promotional materials, etc. is strictly limited to the confines of the exhibitor's space. Exhibitors may staff their booth(s) with a maximum of eight (8) people permitted per 100 square feet of booth space. Exhibitors are encouraged to make displays educational and communicative. Distribution of literature, demonstrations, explanations, sales talks, negotiations and registration of prospects are specifically allowed within contracted space, as well as actual sales on the floor and taking of orders/sales for future delivery. Exhibitors are prohibited from soliciting customers in other exhibitors' booths, in the aisle(s) immediately in front of their booth(s) or in any other areas of the Show, e.g. front door. Exhibitor

representatives should be attired professionally and maintain a businesslike climate conducive with the conference.

- i. Exhibitor Company will not display or promote goods or services that it did not manufacture or sell in the normal course of business for at least three consecutive months before the conference.
  - m. Exhibitor Company 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.
  - n. Products that require marketing approval by the U.S. Food and Drug Administration (FDA) must receive that approval before being exhibited.
  - o. Exhibitor Company may not conduct clinical testing without AAPA consent, which Exhibitor must request in writing at least 45 calendar days before the conference. If testing includes human blood samples, Exhibitor must dispose of those samples legally.
  - p. Sales Tax: Payment of any State and local taxes is the sole responsibility of the exhibitor.
  - q. The official material handling contractor will handle and provide storage space for crates, boxes, skids, etc., during the Exhibit Hall and return properly marked materials at the completion of the meeting. Materials not in accordance with these regulations will be discarded.
  - r. Multi-story exhibits – Booth displays with two or more levels (must be an island booth – 20'x20' or larger) must receive prior approval by the Convention Center and AAPA Show Management
6. Conflicting Activities. Exhibiting companies of AAPA 2023 are not permitted to hold events that conflict with the AAPA 2023 hours and/or AAPA-hosted events (i.e., Foundation Party, Exhibit Hall, CME Sessions, etc.). All hosted events must be approved by AAPA (for groups larger than five (5) individuals). Conflicting exhibitor events include, but are not limited to, hospitality suites, group functions, private events, and off-site events, and are at the discretion of Show Management. Exhibiting companies who host/participate in any event that is in violation of this policy will be subject to penalty and may include:
- Loss of any discounts on Exhibit Booth rates for future AAPA Expositions
  - Suspension from participating in future AAPA events

Approved client event times for AAPA 2023 will be announced in September 2022.

7. Code of Conduct. AAPA is committed to providing a safe, supportive and respectful conference experience regardless of a person's race, color, ethnicity, national origin, citizenship status, age, religion, disability status, gender, gender identity, sexual orientation, genetic information, physical appearance, or other characteristics. AAPA expects Exhibitor Company to communicate professionally and constructively and conduct themselves in a courteous and professional manner at all times.

8. Compliance. Exhibitor Company will comply with this entire Agreement. Exhibitor also comply with Convention Center rules (available from AAPA before the conference) and AAPA Exhibitor Dashboard Rules, as well as guidelines established by the FDA, PhARMA, and AdvaMed. Exhibitor Company will also comply with applicable federal, state, and local laws, regulations, and ordinances, including without limitation the Americans with Disabilities Act. Exhibitor Company will inform all its employees and agents of this compliance requirement and will be responsible for their compliance.
9. Violations: Despite anything else in this Agreement, including without limitation the Dispute Resolution Section, if Exhibitor violates this Agreement before or during the conference, AAPA may in its sole discretion deny Exhibitor access to or have security personnel remove Exhibitor personnel and property (at Exhibitor's expense) from the conference and Exhibit Hall, in which event Exhibitor will not be entitled to a fee refund, expense reimbursement, or other amounts from AAPA.
10. Union Rules. Exhibitors are expected to comply with the union requirements in effect for the location of AAPA 2023. Additional information from the decorator will be included in the Exhibitor Dashboard.
11. Labor. Exhibitors agree that labor used in erecting their booths shall not cause stoppage on injury to AAPA 2023 or any other visitor.

### C. GENERAL RIGHTS AND DUTIES

1. Amendment: Show Management reserves the right to make reasonable changes in the foregoing rules, AAPA Exhibit Hall and move-in/move-out arrangements; as such changes have been approved by the AAPA. All rules and regulations are subject to the terms and conditions contained in any agreement with the Hotel and/or Convention Center and should be expressly incorporated into any such agreement. Any and all matters not specifically covered by the preceding rules and regulations, and the policies and requirements set forth in the Exhibit Booth Contract, invoice notice, and Exhibitor Dashboard shall be determined by Show Management in conjunction with AAPA 2023, in their sole discretion. Show Management shall have the full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of the Exhibitor. Each Exhibitor, for itself and its employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.
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 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 Company will indemnify, defend, and hold harmless AAPA, its members, employees, agents, officers, directors, affiliates, attorneys, and other representatives ("Indemnities") 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 Indemnities 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 Company act, omission, or liability under this Agreement ("Claims").
    - b. If Exhibitor delays providing legal counsel to defend Indemnities, and as a result Indemnities incur legal expenses, Exhibitor will reimburse those expenses at least monthly, upon presentation of attorney invoices.
    - c. After Exhibitor Company retains legal counsel to defend Indemnities, they may also retain separate legal counsel at their own expense.
  6. **Insurance.** Throughout the 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 at the in-person event. Exhibitor will supply AAPA before the conference with its Insurance Certificate that clearly states that:
    - a. all Exhibitor obligations and Liability under this Agreement are insured and must carry general liability coverage from an insurance company in good standing with minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, 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 submitted deposit, or
      - ii. the smaller amount specified elsewhere in this Agreement under circumstances there described.
  - b. AAPA is not liable to Exhibitor for loss or damage suffered by Exhibitor or a third party, including without limitation on 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 Dashboard, including without limitation provisions in Exhibitor's contracts with conference contractors
  - c. 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 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
  10. **Communications.** Any notices, questions, or communication to Show Management regarding this contract and AAPA: 2318 Mill Road, Suite 1300, Alexandria, VA 22314; 571-319-4312 or [aapa2023exhibits@aapa.org](mailto:aapa2023exhibits@aapa.org)

I have read and agree to the AAPA 2023 Rules & Regulations (Please initial and send in with contract) \_\_\_\_\_