

American Academy of Hospice and Palliative Care

Term and Conditions

Exhibit Package: Each exhibit space includes: 8' high back drape and 3' high side drape booth divider (subject to change), booth ID sign with company name and booth number, 24-hour security in the exhibit hall (when applicable), two exhibit hall only badges (fees apply for additional badges), Listing of company name and booth number in the mobile app/website - whichever is applicable. **Exhibit space does **NOT** include carpet, furnishings, AV or electrical but may be ordered through the event service provider if needed. **

Credit Card Processing Fee: Nonrefundable 2.5% service charge will apply if paid by credit card.

Exhibit Staff Registration: Exhibitors will be provided (2) two complimentary exhibitor badges per 10x10 sq ft of exhibit space purchased. This provides access to the exhibit hall and any conference activities held in public space(s) but not education sessions. Exhibitor badges are for Exhibitor's full and part time employees and/or contractors. Exhibitor badges allow access to the exhibit hall during move-in, exhibit hours and move-out. In addition, should you upgrade to a 10x20 booth, (1) one additional complimentary conference registration will be received. Upgrade to a 10 x 30 booth, (2) two additional conference registrations will be received. Upgrade to a 20 x 20 booth, (3) three additional conference registrations will be received. Additional exhibitor badges may be purchased at \$75 per person. A full conference badge may be purchased at an additional \$500 per badge.

Payment: Exhibitor/sponsor must pay 100% of their total exhibit space, sponsorship or advertising fee within 30 net days of receipt of the invoice. Full payment must be received on or before 30 days prior to the conference, regardless of applications & contract submission date. Client reserves the right to reassign an exhibit booth space if the exhibitor fails to remit 100% payment by the deadline. No refunds or credits will be issued after the date of the conference and any attempt to withhold or withdraw payments made by exhibitor will be considered a breach of this Agreement and subject to enforcement action by association.

Cancellation: For cancellation of space received between the initial space selection and 6 months out September 20, 2023 a non-refundable \$500 administration fee will apply. For cancellations from 6 months-3 months out, September 21, 2023 - January 5, 2024 the Exhibitor is responsible for, and Client shall be entitled to retain, 50 percent of the total exhibit booth fee as a cancellation fee. For cancellations of partial or full exhibit space on or after 3 months out, January 6, 2024, the exhibitor is responsible for 100 percent of the total exhibit booth fee as a cancellation fee. Rollover to future association events will not be permitted. Full payment is required, and no refunds whatsoever will be made on cancellation or reductions of space on or after 3 months out from the conference.

Unpaid Balances: All exhibits, meeting room rentals, exhibitor directory listings, support opportunities, corporate presentations and advertising opportunities must be paid in full prior to the start of the meeting. Exhibitors with outstanding balances will not be permitted access to the in-person meeting, exhibit halls or freight docks, or begin the installation of their exhibits. Registrations will also be withheld until full payment has been received. Any sponsorship or advertising benefits will be held until full balance is paid.

Insuring Exhibits

Exhibitors shall insure their exhibits, merchandise, and display materials against theft, fire, etc. at their own expense. It is suggested by the Association that the exhibitor contact the exhibitor's insurance broker and obtain all risk insurance covering exhibit property while absent from home premises for exhibit purposes, or a rider to the exhibitor's existing policy covering same.

The Association, the convention facility and their employees and representatives shall not be responsible for any loss, damage or injury to person or property that may be suffered by the exhibitor, or the exhibitor's employees, from any cause whatsoever arising out of participation in the conference prior, during or subsequent to the period covered by this exhibit application, excluding that caused by or resulting from the negligence of the Association or convention facility and their employees and representatives. Exhibitor shall indemnify, defend and hold harmless Association, its officers, directors, employees and agents against and from any and all losses, costs, damages, liability, or expenses (including attorneys' fees) arising from or by any reason of any accident, bodily injury, property damage or other claims or occurrences to any person, including exhibitor, its employees and agents, or any business invitees of or related to exhibitor's occupancy or use of the booth space and any other leased area(s) of the convention center. The terms of this provision shall survive the termination or expiration of this Agreement. Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. The exhibitor waives the right of subrogation by its insurance carrier(s) to recover losses sustained under exhibitor's insurance applications for real and personal property. If requested, the exhibitor, as a condition to participation in the conference, shall obtain from its insurer(s) a waiver of subrogation consistent with this provision.

Liability for Damages or Loss of Property

Guard service is provided by the Association on a 24-hour basis from move-in through move-out. Notwithstanding the guard service provided by the Association for purposes of general security in the exposition premises, the exhibitor shall protect, indemnify, and hold harmless the Association, the exhibit facility, and the Official Contractor from any and all liability, loss, damage, or expense by reason of any injury or injuries sustained by any persons or property or loss of property or income that might be derived therefrom occurring in or about the exposition premises or entrances thereto or exits therefrom, including that caused by or resulting from the gross negligence of the Association. The Association and exhibit facility shall not be responsible or liable for any injury, loss, or damage to any property or person brought in by the exhibitor or otherwise located in the exposition premises.

Exhibitor shall be solely responsible for the cost of any damage to the convention center, official hotels, property of others, and any other claims and cost arising out of exhibitor's use of the leased area(s), regardless of how or by whom such damage was caused. The terms of this provision shall survive the termination or expiration of this contract.