

# A<sub>Ph</sub>A2017 Application & Contract for Exhibit Space

March 24-26, 2017 • Moscone Convention Center • San Francisco, CA

## Step 1 - Complete the Application & Contract

Exhibiting Company Name (as it should be listed)

### Primary Contact Information:

Name

Title

Address

City/State/Zip

Telephone Number

Fax Number

E-mail Address

Web Site Address

## Step 2 - Select a Booth Space

Please refer to the A<sub>Ph</sub>A2017 floor plan to select your top 4 preferred booth locations. Booth locations will be assigned on a first-come, first-served basis. Every effort will be made to accommodate your request.

### Technical Booth Rental Fees

10' x 10' In-line booth.....	\$ 3,500
10' x 10' Corner booth.....	\$ 3,900
20' x 20' Island booth.....	\$15,600
20' x 30' Island booth.....	\$22,600
20' x 40' Island booth.....	\$29,400

#### Career Connection Booths:

10' x 10' in-line or corner booth.....\$2,800

\*Booth must be used for employee recruitment or career development purposes only.

Booth size: \_\_\_\_\_

#### Location Preference

1st choice: \_\_\_\_\_

2nd choice: \_\_\_\_\_

3rd choice: \_\_\_\_\_

4th choice: \_\_\_\_\_

Total amount due: \$ \_\_\_\_\_

Please note booth fees do not include carpet or booth furnishings, i.e. table and chairs.

To assist in the assignment of exhibit space, please list those companies who have products and/or services competitive with yours:

\_\_\_\_\_

\_\_\_\_\_



For A<sub>Ph</sub>A use only: Booth \_\_\_\_\_ ID \_\_\_\_\_ Deposit Amount/Date \_\_\_\_\_ Balance Amount/Date \_\_\_\_\_

## Step 3 - Payment

### Payment schedule

#### For contracts received on site in Baltimore

Contracts may be submitted with or without payment on site to reserve booth space. A deposit equal to 50% of the total amount due will become due within 30 days of receipt of invoice from A<sub>Ph</sub>A. The remaining balance will become due November 4, 2016. Contract may be cancelled without penalty through June 1, 2016.

#### For contracts received before November 4, 2016

A deposit equal to 50% of the total amount due is required. The remaining balance will become due November 2, 2016, or within 30 days of receipt of invoice from A<sub>Ph</sub>A, whichever is later.

#### For contracts received after November 4, 2016

Payment in full is due at the time the contract is submitted.

### For validation of this contract you must:

1. Agree to pay the balance of any outstanding booth rental fees (if applicable).
2. Agree that payment will be made according to the above Payment Schedule.
3. Return this signed Application & Contract for Exhibit Space.

#### Mail to: John Russell, Director of Expositions

#### American Pharmacists Association

2215 Constitution Avenue, NW

Washington DC 20037-2985

Phone: 202-429-7570

Fax: 202-448-8734

E-mail: jrussell@aphanet.org

The undersigned hereby authorizes A<sub>Ph</sub>A to reserve exhibit space at the Moscone Convention Center for use by the above company or organization during A<sub>Ph</sub>A2017. The undersigned hereby acknowledges receipt of and agrees to abide by the terms and conditions of the contract and Rules and Regulations contained on the reverse side of this application. Undersigned further agrees that he/she has received, read and will abide by the terms and conditions of the Exhibitor Service Kit and to all conditions under which exhibit space at the Convention Center is leased to A<sub>Ph</sub>A. A<sub>Ph</sub>A reserves the right in its sole and absolute discretion to reject any application that in its judgment does not enhance the purpose of A<sub>Ph</sub>A2017. This contract shall be deemed accepted by A<sub>Ph</sub>A when received, together with the required payments as outlined under Section 4 (on reverse), by an authorized representative of A<sub>Ph</sub>A. However, no contract shall be deemed accepted if the contracting exhibitor has outstanding financial obligations to A<sub>Ph</sub>A, of which A<sub>Ph</sub>A is aware, for dues, booth space, advertising, support, or any service(s) provided by A<sub>Ph</sub>A.

Authorized signature

Date

### Payment Enclosed

Check in the amount of \$ \_\_\_\_\_ made payable to A<sub>Ph</sub>A Exhibits.

Please charge the following credit card:

Visa

MasterCard

American Express

Amount to be Charged \$ \_\_\_\_\_

Credit card number

Exp. date

Security Code

Name as it appears on credit card

Street address and zipcode of billing address

Authorized signature

# APhA2017 Application & Contract for Exhibit Space Terms & Conditions

This contract, along with the Exhibitor Rules and Regulations as outlined in the Exhibitor Service Kit which is furnished to each exhibiting company approximately three (3) months in advance of the show, contains the entire agreement between the exhibiting company ("exhibitor") and the American Pharmacists Association ("APhA"). The APhA2017 Annual Meeting & Exposition ("APhA2017" or the "show"), to be held March 24-26, 2017 at the Moscone Convention Center in San Francisco, CA is produced and managed by APhA.

**1. Eligible Sponsors or Exhibits:** APhA reserves the right to determine eligibility of any company or product to participate in the show. APhA can refuse rental of exhibit space, or terminate this contract if already executed, to any company whose display of goods and/or services is not, in APhA's sole judgment, compatible with and complementary to the show and the industry which APhA2017 serves. In the event of such termination, APhA shall refund, in full, all payments, including deposits, which it may have received from the exhibitor.

**2. Booth Assignments:** Booth assignments will be made based upon the date the Application & Contract for APhA2017 is received, as well as the booth selection, booth size, location specifications and proximity to other companies as indicated by the exhibitor. Furthermore, in the judgment of APhA, if it becomes necessary to change the original allocation of space, then APhA may do so by notification to the exhibitor's authorized representative.

**3. APhA2017 Exhibit Space Rental Fees:** APhA2017 exhibit space rental fees are outlined on the front of this Application & Contract for Exhibiting Sponsorship.

**4. Payment:** The payment schedule is outlined on the front of this Application & Contract. No exhibitor will be allowed to participate in the show unless payment in full is received prior to the start of the exposition.

**5. Cancellations:** Exhibitors have the right to cancel their space reservations at any time by written notice to APhA. Refunds will be issued based on the total amount due and the date the notice of cancellation is received. Under all circumstances, APhA retains the right to resell any booth space cancelled by the exhibitor. After space has been confirmed and accepted, a reduction in space is considered a cancellation and will be governed by the same policies as outlined below. Reduction of space may result in relocation of exhibit space at discretion of APhA.

## **Refunds will be based on the following schedule:**

Notice of cancellation received:

Through June 1, 2016—full refund of monies paid.

June 2 through August 31, 2016—full refund of monies paid minus \$500 administrative fee.

No refunds will be issued for cancellations received on or after September 1, 2016.

If applicable cancellation fees exceed payments already received by APhA, exhibitor will be invoiced for the balance due. The use of any complimentary exhibitor registration badges is forfeited upon cancellation of space.

**6. Use of Space:** No subletting or sharing of space is permitted. APhA retains the right to have removed from the exposition any company that has not duly contracted with APhA for space. All exhibitor activities must be confined to the limits of rented space and must not impede traffic or interfere with the activity of other exhibitors. Every exhibit must be fully staffed and operational during the entire show. APhA may evict exhibitors who, because of noise, conduct of personnel, methods of operation or any other reason, detract from the general educational character of the show. In the event of eviction, APhA will not issue a refund.

**7. Sales of Products/Services:** Retail sales of exhibitor goods or services must be requested and approved in advance by APhA. Companies engaged in APhA-approved retail sales must comply with all association, state and local sales permit requirements. Additional information, including sales notification form, will be included in the Exhibitor Rules and Regulations.

**8. Failure to Occupy Space:** Any space not at least partially occupied by 6pm on the last move-in day will be forfeited by the exhibitor and can be used by APhA in any manner, without refund, unless arrangements for delayed occupancy have been previously approved in writing by APhA. All booths must be set up and ready for the show by 6pm on the first day of the exposition for the APhA walk-through inspection.

**9. Character of exhibits:** Exhibit booths are based on 10'x10' units. Multiple booths may be combined to create larger booth configurations, ie. 10'x20' in-line booth or 20'x20' or larger island booths. APhA will provide the following for all standard in-line booths: a 7"x44" two-line identification sign listing the company name and booth number, an 8' high back drape and 36" draped side rails. For all booths, APhA provides aisle carpeting in all main and cross aisles.

Standard in-line booths may not exceed a back wall height of 8' and no part of the exhibit or equipment may exceed a height of 4' in the front half of the booth. All island booths are restricted to a height of 20'. This includes the highest point in the island booth. No exhibit is permitted to obstruct the view of adjacent booths. Requests to deviate from these guidelines must be submitted in writing to APhA for approval prior to set-up. APhA reserves the right to direct revisions, at exhibitor expense, of any exhibit that does not comply with these guidelines. More detailed information regarding booth design will be outlined in the Exhibitor Rules and Regulations, which will be included in the Exhibitor Service Kit, which is furnished to each exhibiting company approximately (3) months in advance of the show. Apart from the specific display space for which an exhibiting company has contracted with APhA, no part of the convention center, its grounds or surrounding grounds, may be used by any organization other than APhA for display purposes of any kind or nature without the express written permission of APhA. Exhibit brand or company logo, signs and/or trademark displays will be limited to the exposition only and any official banner or signage purchased from or obtained through APhA.

**10. Fire Regulations:** Each exhibitor is responsible for knowledge of and adherence to all the convention center fire and safety codes, including but not limited to those provisions published in the Exhibitor Service Kit. All electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories (UL) and must conform to appropriate federal, state and municipal codes. Compliance with such laws is mandatory for all exhibitors and is the sole responsibility of the exhibitors.

**11. Americans with Disabilities Act (ADA):** Exhibitor shall have sole responsibility for ensuring that its exhibit is in full compliance with the Americans with Disabilities Act and any regulations under that Act. Exhibitor will ensure the accessibility of its exhibit space and agrees to hold harmless and indemnify APhA, and its officers, directors, trustees, employees, and agents against any claims, damages, loss or exposure, including attorneys' fees and costs, arising out of or related to any alleged ADA violation. The convention center shall be responsible for all accessibility requirements and labor accommodation requirements under the ADA relating to the exhibit hall and attendee facilities.

**12. Waiver and Indemnification: (A)** Exhibitor agrees to make no claim of any nature whatsoever against APhA, or its officers, directors, trustees, employees, and agents, except as specifically provided for herein. This waiver shall include, without limitations: (i) loss, damage or injury to any property of the exhibitor by fire, theft, destruction, vandalism or any other cause, except for such loss or damage directly attributable to the gross negligence of APhA or its officers, directors, trustees, employees, and agents; (ii) any injury to the exhibitor, its agents or employees by any cause, except for such injury directly attributable to the gross negligence of APhA or its officers, directors, trustees, employees, and agents; (iii) loss, damage or injury to the exhibitor's business by reason of space location or the failure to provide space for the show, or by any failure to hold the show as scheduled; (iv) loss, damage or injury to the exhibitor's business caused by fire, electrical service interruption, or any other interruption occurrence; and (v) all consequential commercial damages arising out of any aspect of this agreement. (B) Exhibitor shall indemnify and hold APhA and its officers, directors, trustees, employees, and agents harmless from and against any and all claims, penalties, damages, losses, costs, charges and expenses whatsoever, including attorneys' fees and costs, arising out of the exhibitor's participation in the show, including, without limitation, the following:

(i) damage or injury to any person, persons or property arising from or by reason of the occupation and use of the exhibit space; (ii) acts done or caused to be done by the exhibitor or its officers, directors, agents, employees, guests or invitees; (iii) any breach by the exhibitor of its obligations hereunder; (iv) any loss, damage or destruction to property of the exhibit facilities caused by the exhibitor, or its officers, directors, agents, employees, guests or invitees; and (v) any loss, theft, misappropriation or otherwise, or damage or destruction of any property of the exhibitor or property of its guests or invitees brought into the exhibit space of the exhibit facilities; except where such claims are directly attributable to the gross negligence of APhA or its officers, directors, trustees, employees, and agents and specifically provided for herein in Paragraph 12(A)(i) or Paragraph 12(A)(ii). (C) Exhibitor hereby agrees to waive the right to subrogation by its insurance carriers to recover losses sustained under its insurance contract for real and personal property, when permitted by its contracts with its carriers.

(D) In no event shall APhA be liable for indirect or consequential damages, and any damages assessed against APhA shall be capped, to the extent permitted by law, to the amount of rental fee paid by the exhibitor hereunder to APhA.

**13. Exhibitor Insurance:** The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance to insure against the risks covered under this Agreement and against claims for bodily injury or death and property damage occurring in or upon or resulting from the show and the exhibit space. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$1,000,000. Such insurance shall name APhA as an additional insured, and exhibitor shall upon request provide APhA with a certificate so indicating. Workers Compensation and any other insurance or required licenses shall be in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for the exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from and within the confines of the exhibit hall.

**14. Show Attendees and Exhibit Staff:** Admission to the exposition will be available only to registered attendees and exhibitor staff of at least 18 years of age. Proof of age may be required to obtain entrance into the exposition. APhA makes reasonable attempts to attract quality attendees to its exposition, but does not guarantee specific volumes of traffic or levels of qualification. Traffic by any given booth is a function of that particular exhibit and not the responsibility of APhA.

**15. Security:** Exhibitors are responsible for the security of their exhibit and its content. Security personnel contracted directly by APhA through the convention center are intended primarily for crowd control and credentials verification. Exhibitors are encouraged to budget and make security arrangements for sensitive or valuable items. APhA is not responsible for the security of exhibitors' property. Protection, both security and insurance coverage, of exhibitors' property is the sole responsibility of the exhibitor.

**16. Failure to Hold Show:** Should fire, hurricane, earthquake, flood, strikes, civil disturbance, Acts of God, political or social boycott, or any other circumstances beyond the control of APhA or the convention center make it impossible or impractical or materially impact on the ability to hold the show at the scheduled time, APhA reserves the right to cancel or terminate the show, in whole or in part, for any such force majeure situation. In such event, APhA may retain only such part of the exhibitor's rental fees as shall be required to compensate it for reasonable expenses incurred up to the time of such cancellation. All remaining rental fees shall be refunded. In no event shall APhA be liable for any direct, indirect or consequential damages resulting in the failure to hold the show.

**17. Amendment of Rules:** APhA reserves the right to make changes, amendments and additions to these terms and conditions at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by APhA.