

Federal Pharmacy Forum Table-Top Exhibit at APhA2018

Application for Exhibit Space

Friday, March 16, 2018

Omni Nashville Hotel, Nashville, TN



Step 1 - Complete the Application & Contract

Exhibiting Company Name

Primary Contact Information:

Name

Title

Address

City/State/Zip

Telephone Number

Fax Number

E-mail Address

Website Address

Step 2 - Select a Support Level and Confirm Table-Top Exhibit Booth Required

All levels of support include the following:

- Recognition signage at the Federal Pharmacy Forum Program
- Recognition listing in APhA2018 Annual Meeting and Exposition Program
- Lunch at the Federal Pharmacy Forum
- APhA Federal Pharmacy Forum Challenge Coin
- Invitation to attend the Federal Pharmacy Welcome Reception Social on Thursday, March 15, 2018
- Complimentary Federal Pharmacy Forum registration for three representatives
- Pre- and post-show registration list

Choose the level of support that's right for your organization. Check one

- General Level – \$3,000 – includes the above benefits
- Silver Level – \$4,500 – includes the above benefits and complimentary registration for one additional representative
- Gold Level – \$6,000 – includes the above benefits and complimentary registration for an additional four representatives and six invitations to the APhA President's Reception
- Platinum Level – \$7,500 – includes the above benefits and complimentary registration for an additional six representatives and eight invitations to the APhA President's Reception
- Andrew Craigie Circle – \$20,000 – includes the above benefits and unlimited complimentary Federal Pharmacy Forum registrations, the opportunity to interact with key leadership and policy advocates of APhA including the APhA Government Affairs Division, special recognition at the Federal Pharmacy Forum Opening Session, and appropriate signage at the exhibit booth indicating Andrew Craigie Circle status.

Check one

- Yes, my organization will require a table-top exhibit booth.
- No, my organization will participate but will not require a table-top exhibit booth.

Step 3 - Payment

Payment may be made by check or credit card. Please note that exhibit space will not be assigned, nor will badges be distributed without proper payment prior to the Federal Pharmacy Forum. Companies with any outstanding balance will be prohibited from participating in the Federal Pharmacy Forum.

Payment in full is due at the time the contract is submitted, or if an invoice is sent subsequently, no later than February 1, 2018.

For validation of this contract you must:

1. Agree to pay the balance of any outstanding Federal Pharmacy Forum support fees.
2. Agree that payment will be made no later than February 1, 2018.
3. Return this signed Application & Contract for Exhibit Space with proper payment by mail or fax to:

Mail to: John Russell, Director of Expositions
American Pharmacists Association
2215 Constitution Avenue, NW
Washington, DC 20037-2985
Phone: 202-429-7570
E-mail: jrussell@aphanet.org

Fax to: 202-448-8734

The undersigned hereby authorizes APhA to reserve exhibit space and/or grant participation in the Federal Pharmacy Forum at APhA2018 at the Omni Nashville Hotel for use by the above company or organization. The undersigned hereby acknowledges receipt of and agrees to abide by the terms and conditions of this Contract and Rules and Regulations contained on the reverse side of this application.

APhA reserves the right in its sole and absolute discretion to reject any application that in its judgment does not enhance the purpose of the Federal Pharmacy Forum at APhA2018. This Contract shall be deemed accepted by APhA when received, together with the required payments as outlined under Section 4 (on reverse), by an authorized representative of APhA. However, no Contract shall be deemed accepted if the contracting participant/exhibitor has outstanding financial obligations to APhA, of which APhA is aware, for dues, booth space, advertising, sponsorships, suite surcharges or any service(s) provided by APhA.

Authorized signature

Date

Payment Enclosed

- Check in the amount of \$ _____ made payable to APhA Federal Pharmacy Forum.
- Please charge the following credit card:
- Visa MasterCard American Express
- Amount to be Charged \$ _____

Credit card number

Exp. date

Security Code (on back of card)

Name as it appears on credit card

Street address and zip code of billing address

Authorized signature



Federal Pharmacy Forum Application & Contract for Exhibit Space Terms & Conditions

This Contract, along with the Federal Pharmacy Forum Exhibitor Rules and Regulations below, contains the entire agreement between the exhibiting company ("exhibitor") and the American Pharmacists Association ("APhA"). The APhA2018 Federal Pharmacy Forum ("FPhF" or the "show"), to be held March 16, 2018 at the Omni Nashville Hotel in Nashville, TN, is produced and managed by APhA.

1. Eligible Participants: APhA reserves the right to determine eligibility of any company or organization to participate in the FPhF Exposition. 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 FPhF and the industry which the FPhF 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 Exhibit Space at the Federal Pharmacy Forum at APhA2018 is received, as well as the level of support, 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, APhA may do so by notification to the exhibitor's authorized representative.

3. Federal Pharmacy Forum Exhibit Space/Participation Fees: The Federal Pharmacy Forum's exhibit fees and levels of support/participation are outlined on the front of this Application & Contract for Exhibit Space.

4. Payment: The payment schedule is outlined on the front of this Application & Contract. The appropriate fee will accompany this Application & Contract and any balance will be invoiced by APhA. Exhibitors with an outstanding balance for exhibit fees will be prohibited from participating in the FPhF. No exhibitor will be allowed to participate in the show unless payment in full is received by February 1, 2018.

5. Cancellations: Exhibitors have the right to cancel their space reservations at any time by sending written notice to APhA. Refunds will be issued based on the total amount due and the date the notice of cancellation is received. A \$500 nonrefundable fee will be withheld from the amount refunded to cover administrative costs. Under all circumstances, APhA retains the right to resell any booth space cancelled by the exhibitor.

Refunds will be based on the following schedule:

Through January 2, 2018—50% refund of total booth fees minus administrative fee.

No refunds will be issued for cancellations received on or after January 3, 2018.

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. 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 are strictly prohibited.

8. Failure to Occupy Space: Failure to Occupy Space: Any space not at least partially occupied by 7 am on Friday, March 16, 2018 can be used by APhA in any manner, without refund, unless arrangements for delayed occupancy have been previously approved in writing by APhA.

9. Character of exhibits: Exhibit booths are based on approximate 8' table top units. APhA will provide the following: a 7"x44" two-line identification sign listing the company name and booth number, an 8' high back drape and 36" draped side rails, one skirted table, two chairs and one wastebasket. Any pop-up booth materials 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. No exhibit is permitted to obstruct the view of adjacent booths.

10. Fire Regulations: Each exhibitor is responsible for knowledge of and adherence to all Hotel fire and safety codes. 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. Hotel 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 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 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.