



Joint Federal Pharmacy Seminar

PRESENTATION THEATER CONTRACT

Contact name and title

Organization

Address

Phone

Fax

E-mail

Supporting company (required)

Title/Program description

Preferred date and time of day:

Please rank date and time in order of preference (1 being your first choice)

_____ Monday, October 22, 11:45 am–12:45 pm

_____ Monday, October 22, 1:00 pm–2:00 pm

_____ Tuesday, October 23, 6:45 am–7:45 am

_____ Tuesday, October 23, 11:45 am–12:45 pm

_____ Tuesday, October 23, 1:00 pm–2:00 pm

_____ Wednesday, October 24, 6:45 am–7:45 am

_____ Wednesday, October 24, 11:45 am–12:45 pm

Supporting organizations are responsible for:

- Assuming the cost for boxed lunches and beverages for 75 people.
- Establishing direct billing with the meeting facility for expenses.
- Providing on-site management of the presentation theater, speaker, and optional handouts.
- Any other meeting management-related expenses.

Cost: \$15,000 per one-hour presentation theater.

My signature below verifies that I have read and understand the conditions of this contract as well the terms and conditions contained on the reverse side of this contract. By signing below I am indicating my company's agreement to be bound by support fees and all such terms and conditions. I further understand the JFPS 2018 Presentation Theater payment and cancellation policy.

Signature

Date

Send completed application and required documentation to:
John Russell, American Pharmacists Association
2215 Constitution Avenue, NW, Washington, DC 20037
Phone: 202-429-7570, E-mail: jrussell@aphanet.org



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JFPS 2018 PRESENTATION THEATER CONTRACT TERMS AND CONDITIONS

This Contract, along with the Exhibitor Rules and Regulations as outlined in the Exhibitor Service Kit which is furnished to each supporting company approximately two (2) months in advance of the show, contains the entire agreement between the supporting company ("supporter") and the American Pharmacists Association ("APhA"). The Joint Federal Pharmacy Seminar ("JFPS 2018" or the "show"), to be held October 21–24, 2018 at the Kansas City Convention Center, is produced and managed by APhA.

1. Eligible Presentation Theater Supporters: APhA reserves the right to determine eligibility of any company to participate as a presentation theater supporter. APhA can refuse or terminate this contract if already executed, to any company whose topic is not, in APhA's sole judgment, compatible with and complementary to the show and the industry which the JFPS 2018 serves. In the event of such termination, APhA shall refund, in full, all payments, including deposits, which it may have received from the supporter.

2. Presentation Theater Time Assignments: Time assignments will be made based upon the date the Contract is received, as well as the proposed topic. Furthermore, in the judgment of APhA, if it becomes necessary to change the original time, then APhA may do so by notification to the supporter's authorized representative.

3. Presentation Theater Fees: The JFPS 2018 presentation theater cost is outlined on the front of this Contract.

4. Payment: \$15,000 fee will accompany this Contract. No Presentation theater will be held unless full payment is received prior to the start of JFPS 2018.

5. Cancellations: Supporter has the right to cancel their theater 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. A \$500 non-refundable fee will be withheld from the amount refunded to cover administrative costs. Under all circumstances, APhA retains the right to resell any theater cancelled by the supporter.

Refunds will be based on the following schedule:

Notice of cancellation received:

Through May 30, 2018—Full refund of monies paid.

June 1 through June 30, 2018—50% refund of total fees less \$500 administrative fee.

July 1, 2018—No refunds will be issued for cancellations received on or after July 1, 2018.

6. Use of Presentation Theater: In keeping with the educational purpose of JFPS 2018, sales are prohibited in theater and in other related meeting areas during JFPS 2018. No subletting or sharing of theater space is permitted. All theater activities must be confined to the limits of rented presentation theater space and must not impede traffic or interfere with the activity of other participants.

7. Americans with Disabilities Act (ADA): Supporter shall have sole responsibility for ensuring that its theater is in full compliance with the Americans with Disabilities Act and any regulations under that Act. Supporter will ensure the accessibility of theater 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. Gaylord National Hotel and Convention Center shall be responsible for all accessibility requirements and labor accommodation requirements under the ADA relating to the exhibit hall and attendee facilities.

8. Waiver and Indemnification: (A) Supporter 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 supporter 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 supporter, 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 supporter'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 supporter'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)

Supporter 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 supporter'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 presentation theater space; (ii) acts done or caused to be done by the supporter or its officers, directors, agents, employees, guests or invitees; (iii) any breach by the supporter of its obligations hereunder; (iv) any loss, damage or destruction to property of the presentation theater facilities caused by the supporter, 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 presentation theater or property of its guests or invitees brought into the presentation theater space of the presentation theater 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 11(A)(i) or Paragraph 11(A)(ii). (C) Supporter 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 supporter hereunder to APhA.

9. Supporter Insurance: The supporter 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 theater space. Such insurance shall include contractual liability and presentation 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 supporter 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 supporter's employees engaged in the performance of any work for

the supporter. All property of the supporter is understood to remain under its custody and control in transit to and from and within the confines of the presentation theater area.

10. Show Attendees and Supporter Staff: Admission to the exposition will be available only to registered attendees and supporter 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 the exposition, but does not guarantee specific volumes of traffic or levels of qualification. Traffic by any given theater is a function of that particular theater and not the responsibility of APhA.

11. Security: Supporter is responsible for the security of their materials and content. Security personnel contracted directly by APhA are intended primarily for crowd control and credentials verification. Supporter is encouraged to budget and make security arrangements for sensitive or valuable items. APhA is not responsible for the security of supporter's property. Protection, both security and insurance coverage, of supporter's property is the sole responsibility of the supporter.

12. Failure to Hold Show: Should fire, hurricane, earthquake, flood, strikes, civil disturbance, Acts of God, government regulation, political or social boycott, or any other circumstances beyond the control of the APhA or Kansas City 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 supporter's theater fee as shall be required to compensate it for reasonable expenses incurred up to the time of such cancellation. All remaining presentation theater 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.

13. 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 supporter with the provision that all supporters will be advised of any such changes. Any matters not specifically covered herein are subject to decision by APhA.