

JFPS 2019 Application & Contract for Exhibit Space

JFPS 2019 — October 27–30 Dallas, TX

Exposition open Sunday, 6:00 pm–8:00 pm, Monday–Tuesday, 11:30 am–2:00 pm.

To reserve your exhibit space at JFPS 2019, please complete the following:



Step 1 - Complete the Application & Contract

Exhibiting Company Name (as it should be listed in the Program)

Primary Contact Information:

Name

Title

Address

City/State/Zip

Telephone Number

Fax Number

E-mail Address

Web Site Address

Step 2 - Confirm your level of support and select your booth space

Please refer to the JFPS 2019 floor plan to select your top 4 preferred booth locations. Initial space will be assigned beginning on May 24, 2019. Booth space will be assigned on a first-come, first-served basis, based on level of support and date received. Every effort will be made to accommodate your request.

Choose the level of support that's right for your organization. Take advantage of the Platinum, Gold, Silver, and Bronze Levels of Support.

Platinum Level.....\$10,000 and \$1,500 for each additional booth
Gold Level.....\$7,000 and \$2,000 for each additional booth
Silver Level.....\$6,000 and \$2,500 for each additional booth
Bronze Level.....\$5,000 and \$3,000 for each additional booth

Sponsorship Level: _____ Booth size: _____

Location Selection:

1st choice: _____ 3rd choice: _____

2nd choice: _____ 4th choice: _____

Total amount due: \$ _____

Andrew Craigie Circle status awarded to participants whose combined support exceed or equal \$20,000.

Please do not locate us near, adjacent to, or immediately across from (give company names only; do not use product names):

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

Step 3 - Payment

Payment may be made by check or credit card. Payment must be provided with this Application & Contract for Exhibit space. Please note: Exhibit space will not be assigned without proper payment, and companies with any outstanding balances will be prohibited from moving in at the Hilton Anatole.

APhA's federal tax identification number: 53-0026265

Payment schedule:

Full payment is due with Application & Contract for Exhibit Space. Initial space will be assigned beginning on May 24, 2019, based on support level and the date the contract is received.

For validation of this contract you must:

Return the signed Application & Contract for Exhibit Space with full payment by mail or fax to:

John Russell, Director of Expositions

JFPS 2019

c/o American Pharmacists Association

2215 Constitution Avenue, NW

Washington DC 20037

Phone: 202-429-7570 / E-mail: jrussell@aphanet.org

The undersigned hereby authorizes APhA to reserve exhibit space at the Hilton Anatole for use by the above company or organization during JFPS 2019. 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 Hilton Anatole is leased to APhA. APhA reserves the right in its sole and absolute discretion to reject any application that in its judgment does not enhance the purpose of JFPS 2019. 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. APhA reserves the right to terminate this Contract and apply the payment made hereunder against any debt owed to APhA if the contracting exhibitor has outstanding financial obligations to APhA for dues, booth space, advertising, sponsorships, suite surcharges, or any service(s) or product provided by APhA.

Authorized Signature

Date

Payment Enclosed

Check in the amount of \$ _____ **made payable to APhA Exhibits.**

Please charge the following credit card:

Visa

MasterCard

American Express

Amount to be charged \$ _____

Credit Card Number

Expiration Date

Security Code

Name as it appears on credit card

Authorized signature

For APhA Booth _____ ID _____ Deposit Amount/Date _____ Balance Amount/Date _____
use only:

JFPS 2019 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 two (2) months in advance of the show, contains the entire agreement between the exhibiting company ("exhibitor") and the American Pharmacists Association ("APhA"). The Joint Federal Pharmacy Seminar ("JFPS 2019" or the "show"), to be held October 27-30, 2019 at the Hilton Anatole, 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 the JFPS 2019 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 JFPS 2019 Exhibit Space 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. JFPS 2019 and Exhibit Space Rental Fees: The JFPS 2019 fees/exhibit space rental fees are outlined on the front of this Application & Contract for Exhibit Space.

4. Payment: The payment rates are outlined on the front of this Application & Contract. The appropriate fee will accompany this Application & Contract. Application & Contract must be accompanied by full payment or space will not be assigned. Exhibitors with an outstanding balance for exhibit fees will be prohibited from moving in at the Hilton Anatole. 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. 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 booth space cancelled by the exhibitor.

Refunds will be based on the following schedule:

Notice of cancellation received:

Through July 1, 2019—full refund of monies paid minus administrative fee.

July 2-July 31, 2019—50% refund of total booth fees minus administrative fee.

No refunds will be issued for cancellations received on or after **August 1, 2019.**

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: In keeping with the educational purpose of JFPS 2019, sales are prohibited in the exposition and in other related meeting areas during JFPS 2019. 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. Failure to Occupy Space: Any space not at least partially occupied by 5pm 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 5pm on the first day of the exposition for the APhA walk-through inspection.

8. Character of exhibits: Exhibit booths are based on 10'x10' units. Multiple booths may be combined to create larger booth configurations, i.e. 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. 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 Hilton Anatole, 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.

9. Fire Regulations: Each exhibitor is responsible for knowledge of and adherence to all Hilton Anatole 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.

10. 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. Hilton Anatole shall be responsible for all accessibility requirements and labor accommodation requirements under the ADA relating to the exhibit hall and attendee facilities.

11. 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 11(A)(i) or Paragraph 11(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.

12. 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.

13. 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.

14. Security: Exhibitor is 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.

15. 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 Hilton Anatole 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.

16. 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.