## **EXHIBITOR SPACE TERMS AND CONDITIONS**

Upon acceptance of the Application & Contract for Exhibit Space for the AAAP 35th Annual Meeting and Scientific Symposium (the "Event") scheduled to be held on November 14 - 17, 2024 at Naples Grande Beach Resort, 475 Seagate Drive, Naples, FL 34103, the Exhibitor shall be bound by the Rules and Regulations set forth herein and by such amendments or additional rules and regulations, which AAAP may establish. References to AAAP herein shall be deemed to include the staff, the advisory committees, and directors of AAAP, and any duly authorized representative, agent or employee of AAAP.

- A. Eligibility to Exhibit All manufacturers or suppliers of a product or service used in the planning or production of a corporate exhibit program and/or corporate events are eligible to apply for exhibition space but are not guaranteed that their applications will be accepted by AAAP. All Exhibitors must be legal entities and be in good reputation. Contracted Exhibitors only are permitted to rent meeting rooms on a space-available basis. AAAP maintains the sole discretion to approve or reject any Exhibitor application.
- **B.** Products and Services to be Exhibited No Exhibitor shall exhibit or permit to be exhibited in the space allotted to him, any goods or services other than those specified on the application when approved by AAAP, nor shall the Exhibitor permit to be exhibited therein, displays, literature or advertising of any sort bearing any name or form of advertisement other than his own. The exhibition space is for educational and informational purposes. Exhibitors cannot sell products or services at the meeting.
- C. Space Usage and Allocation The space applied is to be used solely for the Exhibitor whose name appears on the application, and it is agreed that the applicant will not assign, sublet, or apportion the whole or any part of the space or meeting room allotted. Exhibitor may not exhibit, offer for sale, give as premium, or advertise articles not manufactured or sold in their name, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. Exhibitors may not permit these non-exhibiting companies' representatives in their table. Rulings of AAAP shall in all instances be final with regard to the use of any exhibit space. Furthermore, the Exhibitor agrees that the Managing Director has sole authority over the assignment of exhibit space and may be required to change the exhibitor's table number is changed, the Managing Director will notify the exhibitor as soon as practicable. Any questions about the usage of the space should be directed to AAAP.

## D. Space Assignment Policy

All spaces will be assigned by AAAP.

E. Payment and Cancellation/Reduction of Exhibit Space – Applicant agrees to pay \$2,500.00 for an exhibit or \$750 for a literature display in U.S. funds. Upon acceptance of the Exhibitor's Application & Contract for Exhibit Space by AAAP, it shall be a legally binding contract between the Exhibitor and AAAP. Refunds will not be issued under any circumstances, regardless of the date of cancellation or reduction of exhibit space. AAAP will be entitled to retain or collect 100% of the Exhibitor's total contract obligation if the Exhibitor cancels or reduces their exhibit space. The acceptance by AAAP of

a deposit with an application does not in any way constitute acceptance of the application or a grant of permission to exhibit. If an application is denied, a full refund of the deposit will be made promptly.

- **F.** Standard Table Equipment Includes a 6 'drape and 8' identification sign showing the Exhibitor's name.
- **G.** Rules & Regulations and Display Construction Guidelines Exhibitors agree to abide by and conform to guidelines set forth by AAAP in the Exhibitor Guide (Link). The Exhibitor acknowledges these rules and guidelines are hereby made part of this agreement.

## H. Contests, Promotions, Models, Literature and Promotional Items Distribution

The Exhibitor shall not permit exhibitions, raffles, donations or other promotional measures that require guests to be present at a specific location and time, and all promotional plans must be approved by AAAP prior to the activity. Catalogs, souvenirs, literature, printed matter or any other items to be distributed at the activity are subject to approval by AAAP. Such approval shall be sought in advance of the activity. Any material not approved by AAAP shall not be distributed. Uniformed attendants, models and other employees must be dressed in good taste and remain in spaces occupied by their employers, including robots. Any and all distribution of literature or other promotional items must be made from the Exhibitor's rented table space. Furthermore, exhibiting trade publishers are prohibited from soliciting advertising in the Event aisles. They may distribute their own trade publications from their rented table space, but no automatic distribution is to be made to the individual tables of exhibitors. Also see "Balloons."

- I. Fire Regulations Exhibitors agree to abide and conform to the regulations set forth by the venue.
- J. Badges and Exhibit Personnel Admission will be by Exhibitor identification badge only. Exhibitor identification badges are not transferable. The Exhibitor shall have an authorized representative present at the Show throughout all exhibit periods and during the installation and dismantling of its exhibit. The name of the authorized representative shall be furnished to AAAP not less than (60) sixty days before the opening date of the Event. Exhibitors may forfeit participation in future AAAP Annual Meeting and Scientific Symposium events if Exhibitor badges are transferred or ordered for attendees or customers not scheduled to work at the Exhibitor's table. Personnel will not attend functions for attendees without the written approval of AAAP or unless they have been invited to attend by AAAP. Exhibitors and non-Exhibitors who solicit in the aisles, or anywhere else on the property outside the exhibit hall, or support any event within the venue that is hosted by a non-exhibiting supplier, may be subject to penalties that include cancellation/closure of their exhibit space from AAAP without refund, loss of space selection priority points and may have their application for space denied for two (2) years from the year of the infraction. Non-Exhibitors will be asked to leave the Event, without refund of any monies paid, and will not be allowed to attend the Event for two (2) years from the year of the infraction.
- K. Union Labor and Work Agreements In order to conform to union contract rules and regulations, all Exhibitors must use qualified union personnel to install and dismantle exhibits and to handle material in and out of the Event. The handling and placing or setting out of the merchandise that is to be displayed does not require union labor and may be done by the Exhibitor with full-time personnel. Exhibitors must carry company identification to prove full-time employment. Full-time employees of the Exhibitor, age 18 and over, may set up and take down their own exhibits, with the use of hand

tools, but forklifts or any other heavy equipment required, must be retained through and operated by the general service contractor. For a safe and efficient move in by all parties involved, the dock area will be under control of the Event's Official Service Contractor. No Exhibitors will be allowed to hand carry items through this area. Hotel bellmen or business center personnel will not be permitted in the exhibit hall and bell carts are not allowed in the registration area or on the Event floor. See "Shipments to Convention Center" for more information about shipping and hand-carry items.

## L. Use of an Exhibitor Appointed Contractor (EAC)

The Exhibitor hereby agrees not to contract for, nor to use, any services in connection with its exhibit except such as shall be made available or approved by AAAP. If the Exhibitor wishes to use its own service providers, it shall supply to AAAP the names of any persons or organizations other than those designated as Official Contractors in the Exhibitor Guide & Service Manual, not less than 60 days before the opening date of the Event. AAAP will promptly notify Exhibitor of its approval or disapproval of such selections. Use of any non-official service contractor is also subject to those designated contractors providing proof of insurance to AAAP no less than 60 days prior to the opening of the Event. The certificate should name AAAP and Naples Grande Beach Resort (the "Venue") as additional insureds. Please refer to sample certificate in the Exhibitor Guide (Link) for coverage & limits required. EACs include installation and dismantling contractors, florists, photographers, furniture and carpet suppliers and any other supplier or contractor used by the Exhibitor that is not an Official Contractor. Names of each EAC must be submitted to AAAP by Exhibitors on the form contained in the Exhibitor Guide & Service Manual. Each EAC must wear proper credentials issued by AAAP and agree to abide by the rules and regulations. It is the responsibility of the Exhibitor to oversee compliance of the EAC to these rules.

- M. Age Limitation Due to insurance liabilities, no child 17 years of age or under will be permitted in the exhibit area at any time regardless of affiliation or circumstances. This rule applies to Exhibitors as well as attendees.
- N. Liability and Security Exhibitor assumes responsibility and agrees to indemnify, hold harmless and defend AAAP, and its respective subsidiaries and affiliates, owners, shareholders, directors, officers, employees, agents, representatives and successors from any claims or expenses arising out of the use of the exhibition premises. AAAP shall not be liable for, and is hereby released from, any claims, liabilities, losses, damages, costs or expenses relating to or arising out of any injury to any personnel of Exhibitor or to any other person or any loss of or damage to any property of Exhibitor or any other property where such injury, loss or damage is incident to, arises out of, or is in any way connected with Exhibitor's participation and the Exhibitor shall be responsible for any such injury, loss or damage, or any expenses relating thereto. The Exhibitor hereby agrees to protect, indemnify, hold harmless and defend AAAP and their respective directors, officers, employees, agents, representatives and successors, subsidiaries, affiliates, against all such claims, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees and costs of litigation; provided that the foregoing shall not apply to injury, loss or damage caused by or resulting from the sole negligence of AAAP, and its respective directors, officers, employees, agents or representatives. In addition to the foregoing, the Exhibitor agrees that it will make no claim of any kind against AAAP and its respective owners, subsidiaries, affiliates, shareholders, directors, officers, employees, agents, representatives or successors for any injury, loss, cost or damage of any nature or character whatsoever, including, without limiting the foregoing, any claim for damage to the Exhibitor's business by reason of the

failure to hold the Event or to provide space for any exhibit or the removal of the exhibit, or for any action of AAAP, and its respective directors, officers, employees, agents or representatives in relation to the exhibit.

- **O. Cancellation of the Event** Should any contingency interrupt or prevent the holding of the Event, AAAP will return such portion of the amount paid for space as may be determined to be equitable by AAAP after deduction of such amounts as may be necessary to cover expenses incurred by AAAP in connection with the Event. If for any reason, AAAP determines that the location of the Event should be changed or the dates of the Event postponed, no refund will be made but AAAP shall assign to the Exhibitor, in lieu of the original space, such other space as AAAP deems appropriate and the Exhibitor agrees to use such space under the same rules and regulations. AAAP shall not be financially liable or otherwise obligated in the event the Event is canceled, postponed or relocated except as provided herein.
- P. Authority of AAAP AAAP shall have power to adopt and enforce all Event attendance rules and regulations with respect to the kind, nature and eligibility of Exhibitors adopted by it or set forth herein. AAAP is the authorized agent to enforce all rules and regulations. Its decision on such matters as may be referred to it shall be final.
- **Q.** Live Music, Photographs, Intellectual Property Rights and Other Copyrighted Material Each Exhibitor is responsible for obtaining all necessary licenses and permits to use live music, photographs or other copyrighted material in Exhibitor's table or display. No Exhibitor will be permitted to play, broadcast or have performed any live music or use any other copy-righted material, such as photographs or other artistic works, without first presenting to AAAP satisfactory proof that the Exhibitor has or does not need a license to use such live music or copyrighted material. AAAP reserves the right to remove from the exhibit hall all or any part of any table or display that incorporates live music, photographs or other copyrighted or trademarked material and for which the Exhibitor fails to produce proof that the Exhibitor holds all required licenses. The Exhibitor shall remain liable for and shall indemnify and hold harmless AAAP, their agents and employees, from all loss, cost, claims, causes of action, suits, damages, liability, expenses and costs, including reasonable attorney's fees, arising from or out of any violation or infringement (or claimed violation or infringement) by Exhibitor, Exhibitor's agents or employees of any patent, copyright or trade secret rights or privileges.
- **R. Defaults** If the Exhibitor is in default of payment, access to the Exhibitor Guide & Services Manual, Exhibitor Registration, Exhibitor listings, the Event space or any other Exhibitor benefit will be denied until the account is brought current. If such default is not cured within 10 days after AAAP provides written notice to the Exhibitor of default, AAAP may terminate that Exhibitor's Application & Contract for Exhibit Space. In such event, no partial refunds shall be issued for any sums previously paid by the Exhibitor. In the event that it shall be necessary for AAAP to bring suit to enforce any of its rights hereunder, AAAP shall be entitled to recover all costs of such suits, including reasonable attorney's fees and costs.
- S. Insurance AAAP requires that each Exhibitor maintain general public liability insurance against claims for personal injury, death or property damage incident to, arising out of or in any way connected with the Exhibitor's participation in the exhibition, in an amount of not less than one million dollars (\$1,000,000) for personal injury, death or property damage in any one occurrence. Such

insurance maintained by the Exhibitor must be issued by an insurance company reasonably acceptable with an A.M. Best rating A- or higher to AAAP and should include coverage of the indemnification obligations of the Exhibitor under these rules and regulations, and shall name AAAP, the producers, Convention Center as additional insureds on the general liability policy. Each Exhibitor is required to indemnify and hold harmless the Convention Center from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits. Each Exhibitor is required to carry workers compensation coverage protecting employees in accordance with the laws of the state. Each Exhibitor acknowledges that it is responsible for obtaining, for its protection and entirely at its expense, such property insurance for its exhibit and display materials, as the Exhibitor deems appropriate. The Exhibitor understands that neither AAAP, nor the Venue maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. Any policy providing such property insurance must contain an express waiver by the Exhibitor's insurance company of any right of subrogation to any claims against AAAP.

- T. Sound Amplifying, Reproducing Equipment In general, Exhibitors may not use sound equipment in their space. Amplification equipment may be used only for recorded music leading to the introduction of product demonstrations, provided that the sound is not objectionable to other Exhibitors. In all cases, AAAP's decision on any questionable noise level will be final and the Exhibitor agrees to abide by any such decision.
- U. Americans with Disabilities Act (ADA) All Exhibitors are required to be in compliance with the Americans with Disabilities Act (ADA), and are encouraged to be sensitive, and as reasonably accommodating as possible, to attendees with disabilities. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line, (800) 514-0301, and from the ADA website at: ada.gov. Raised flooring on exhibits must be ADA compliant by providing proper ramping to accommodate wheelchairs and mobilized scooters regardless of the size of the exhibit table. Ramping may not protrude into the aisle. There will be no exceptions or variances on this requirement; government fines may be imposed for non-compliance. Questions about ADA compliance may be directed to: 401-524-3076. The Exhibitor agrees to indemnify and hold harmless AAAP for any claims arising out of or in connection with the Exhibitor's failure to make its display comply with the ADA, including reasonable attorney's fees and costs.
- V. Aisles All aisle space belongs to the Venue. No table, exhibit, lighting, truss or advertising will be allowed to extend beyond the space assigned to the Exhibitor. Any demonstration or activity which results in the obstruction of aisles or prevents ready access to neighboring Exhibitors' tables shall be suspended for a period specified by AAAP.
- W. Balloons The use or display of helium-filled balloons smaller than 36 inches is prohibited. Large helium-filled balloons, such as advertising balloons, may be used only if they are securely anchored to the exhibit and do not exceed the maximum height allowed for your table. Note: prior approval must be obtained from AAAP not less than 60 days before the opening date of the Show. Balloons are prohibited outside the exhibit hall; therefore, it is recommended that balloons should not be distributed to attendees.
- X. Damage to Property/Venue Exhibitors are responsible for damage to uncrated or improperly packed

shipments, concealed damage, loss or theft of material after delivery to table or before material is picked up for return movement. It is expressly understood that the Exhibitor will make no claim of any kind against AAAP for any loss, damage or destruction of goods, nor for any damage of any nature to their business by reason of the failure to provide space for any exhibit or the removal of the exhibit.

- Y. Electrical Regulations All electrical wiring on tables or display fixtures must meet applicable codes. In any power distribution system, power fluctuations and/or failures, although extremely uncommon, can occur. AAAP and the Venue will not be responsible for such occurrences, when they are out of the control of AAAP and the Venue. It is standard practice for persons utilizing equipment sensitive to voltage fluctuations, power surges and/or outages, to utilize surge protectors, line conditioners and/or battery backup systems to guard against these events.
- Z. Exhibit and Display Rules & Regulations All standard table displays will be confined to a 6-foot table. Exhibitors are not allowed to suspend signs above their tables. All signs must be located within the boundaries of the assigned space and hung no higher than the height limitation of the space assigned. Signs may not be attached to walls outside an Exhibitor's space, nor may they be hung from the ceiling over the Exhibitor's assigned space. Any signage or promotional language on equipment must be part of the original equipment.
- AA. Food and Beverage Distribution Exhibitors shall not dispense or distribute any food, beverage or throwaway items not provided by the Venue without written approval of AAAP and the Venue. Such approval shall be sought at least 60 days in advance of the event. No trays of food are permitted in the public areas of the conference.
- **AB.** Lighting Exhibitors should plan to use the lights supplied by the Venue only.
- AC. Movement of Exhibit Materials Materials which can be hand-carried by an individual (such as portable exhibits, literature and sample products) may be brought through the entrance to the area. However, handcarts, dollies, flatbeds or luggage carts may not be used by Exhibitors, business center personnel, or hotel bellmen to deliver materials to an Exhibitor's table. For information on delivering material by private auto- mobile or van, contact the hotel.
- AD. Photography and Videotaping Photography and videotaping of exhibitor tables may be taken only with the express consent of the individual exhibitors. All other photography and videotaping are prohibited. Individuals violating this rule will be removed from the Event floor and their film or camera will be confiscated. Properly registered press representatives will be photographing the Event and individual exhibits and Exhibitors consent to the use of their images by these press representatives.
- AE. Responsibility for Security The responsibility for security for each exhibit is that of the Exhibitor. AAAP will provide crowd-control admittance security to the Venue. AAAP will not be responsible for the safety of exhibits against theft, fire, loss, accident or damage from any other cause, or for accidents to Exhibitors, their employees or any other person in or about said premises.
- AF. Shipments to Convention Center All shipments should be consigned to your table through the general contractor. Do not send your shipment to the business center unless you can pick it up yourself and hand-carry the item to your table. For safety reasons, business center staff and/or hotel bellman will not be allowed on the exhibit floor. Any boxes or items that cannot be hand

carried by your own staff will be delivered by a designated hotel staffer and will be subject to additional delivery charges.

- **AG. Smoking –** Smoking is strictly prohibited within the Venue.
- Al. Social Functions Exhibitors may conduct social functions in public areas of the Venue which do not conflict with scheduled programs or activities of the AAAP. No Exhibitor shall conduct or sponsor any banquet, breakfast, luncheon, party or other function for attendees, or for those who have been invited to attend the AAAP, without the written approval of AAAP. Such approval shall be sought 60 days in advance of the Event.