

EXHIBITOR CONTRACT

Please fill out the contract completing all sections. Retain a copy for your files.
Fax to 866-334-4219; email to aapmr@conventusmedia.com; and/or mail to:
Conventus Media, 55 Ferncroft Rd. Ste. 200, Danvers, MA 01923.

aapm&r

ANNUAL ASSEMBLY 2021
NOVEMBER 11-14 • NASHVILLE, TN

1. COMPANY INFORMATION (AS IT SHOULD APPEAR IN PRINT)

Company: _____
Street: _____
City: _____ State: _____
Country: _____ Zip Code: _____
Website: _____

2. COMPANY CONTACT

Name: _____
Work Phone: _____
Cell Phone: _____
Email: _____

3. CONTACT (PERSON HANDLING PROMOTION/SPONSORSHIP, IF DIFFERENT)

Name: _____
Work Phone: _____
Cell Phone: _____
Email: _____

4. BOOTH SELECTION

To identify booth preferences for the meeting, please refer to the floorplan you received with your application, or you can visit www.aapmr.org to download in PDF format. **Booth Choices:**

1. _____ 2. _____ 3. _____ 4. _____

Please list any companies you do not wish to be assigned near:

AAPM&R reserves the right to assign space(s) other than the choice requested.

5. BOOTH RATE PER SQ. FT.

MINIMUM BOOTH SIZE IS 100 SQFT

per sq. ft.	Before Mar. 1	After Mar. 1
In-Line	\$33	\$34
Corner	\$35	\$36
Island	\$38	\$40
10x10 Turn-key*	\$42*	\$43*

*See attachment

6. EXHIBIT FEES (U.S. FUNDS ONLY)

Booth Total Sq. Ft.: _____ (Size of Booth)

Booth Rate: _____ / Sq. Ft.

= Total Booth Cost: \$ _____

7. ADDITIONAL OPPORTUNITIES (U.S. FUNDS ONLY)

Logo in Official Program (\$250): \$ _____

Logo in Mobile App (\$250): \$ _____

Logo in Official Program & Mobile App (\$450): \$ _____

Total Due: \$ _____

8. PAYMENT

☐ **Check:** (Payable to AAPM&R) Check # _____
Mail to: AAPM&R, PO Box 95528, Chicago, IL 60694-5528.

☐ **Credit Card:** Credit card payments will be completed on the secure AAPM&R Payment Portal. A statement will be sent containing a link to complete your payment.

PAYMENT TERMS

50% payment due by March 1, 2021 • 100% due by May 1, 2021

CANCELLATION OF SPACE • TERMS

Written notification of contract cancellation, or reduction of space, must be received by AAPM&R. If space is canceled or reduced prior to March 1, 2021, a full refund less a \$500 administrative fee will be granted. If space is canceled between March 1 and May 1, 2021, 50% of the total rental fees for the canceled or reduced space will be retained by AAPM&R. If space is canceled or reduced on or after May 1, 2021, the exhibitor shall remain liable to AAPM&R for the total rental fee for the space. Any space not claimed or occupied by 2 pm, Thursday, November 12, 2021, may be reassigned by the Academy without refund.

8. CONTRACT EXECUTION

This exhibit space application will become a contract upon acceptance with authorized signature and is based upon the exhibit floorplan, exhibit space fees and rules and regulations governing the exposition and general information that is included within this document. All applications are contingent upon AAPM&R approval. By signing you indicate you are authorized and have read and agree to the rule and regulations on the reverse side of this application and the cancellation and reduction of space terms.

Signature of authorized exhibitor agent

Date

Printed Name

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American Academy of
Physical Medicine and Rehabilitation

RULES AND REGULATIONS

Schedule/Eligibility

AAPM&R reserves the right to review applications based on established policies. Published schedule is subject to change.

Exhibitor Registration and Badges

Exhibitors are encouraged to register in advance. Each 10' x 10' booth is entitled to three complimentary badges. Additional badges (max 10 per island) may be purchased at \$100 each (non-refundable), not to exceed your original allotment. Exhibitor badges are personal and non-transferable. Each representative of an exhibiting company must wear the official badge at all times during the meeting. Badges are required for entry into the exhibit hall at all times. Badges are not transferable and will be confiscated if worn by others than the person to whom issued. The clear view of the official AAPM&R badge shall not be obstructed. Therefore, business cards or any other materials are not to be used in AAPM&R badge holders.

Union Labor

Exhibitors shall be bound by all contracts in effect between service contractors, the Nashville Convention Center, and labor organizations.

Character and Construction of Exhibits

AAPM&R follows IAEE guidelines related to booth construction. Specific details are outlined in the Exhibitor Service Kit or available from AAPM&R upon request. The general rule of the exhibit floor is "be a good neighbor." No exhibits will be permitted that interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Booth personnel, including demonstrators, are required to confine their activities within the exhibitor's booth space. Apart from the specific display space for which an exhibiting company has contracted with AAPM&R, no part of the convention center, hotels, and its grounds may be used by any organization other than AAPM&R for display purposes of any kind or nature. Within the convention center property, exhibitor brand or company logos, signs, and trademark displays will be limited to the official exhibit area only. The exterior of any display cabinet or structure facing a side aisle or adjacent exhibitor's booth must be suitably decorated at the exhibitor's expense. In fairness to all exhibitors, no noisy or obstructive activity will be permitted during show hours, nor will noisily operating, display, nor exhibits producing objectionable odors be allowed. Booths two stories or higher must submit plans to AAPM&R for approval. Display material (including show case displays or storage cabinets, electrical fixtures, wire, conduits, etc.) must adhere to the Exhibit Construction Guidelines outlined in the Exhibitor Service Kit.

Solicitation

No exhibitor may call or invite a visitor out of one exhibit and into their own. Exhibitors must remain within their own exhibit space in demonstrating products, distributing literature, product samples, or other materials; other areas of the hotel and convention center or the aisles may not be used for this purpose.

A/V Usage

Audio relating to exhibitor's equipment is permitted, provided projection equipment and screen are located in the rear one-third of the booth, and all viewers stand or sit within the booth. Sound movies may be permitted only if the sound is not audible in the aisle or neighboring booths. Sound systems may be permitted if tuned to a conversational level and if not objectionable to neighboring exhibitors. Videotaping and streaming is not allowed by exhibitors without approval from AAPM&R.

Lighting

In the best interest of the exposition, AAPM&R reserves the right to restrict the use of glaring lights or objectionable light effects.

Safety Regulations

Fire regulations require that all display materials be fire resistant or treated with a flame-retardant solution to meet requirements of the standard flame test as provided in the Convention Center and its municipality for fire prevention. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories. No storage of any kind is allowed behind the back drapes or in the exhibit space. All cartons, crates, containers, and packaging materials will be stored by the official service contractor at the exhibitor's expense. Up to one day's supply of operational materials may be stored within the exhibit space. All aisles, corridors, exit areas, and exit stairways must be maintained at their required width at all times that the exposition is open. No obstruction, such as chairs, tables, displays, or other materials, will be allowed to protrude into the aisles. Each exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor.

Photography and Sketching

Cameras, camcorders, video recorders, and digital cameras may be carried in the exhibit area, but under no circumstances may photographs, drawings, audio or video taping be made and/or will be allowed without expressed authority of the exhibitor concerned in each case. AAPM&R reserves the right to allow its contracted photographer to take general photos of the exposition at select times during the Annual Assembly PM&R Pavilion. The photographs will be retained by AAPM&R and used only for general promotion of future Annual Assemblies.

Complaints and Amendments of Rules

This contract shall be governed by the laws of the city of Rosemont, IL, USA. Exhibitor agrees to abide by the rules and regulations of the Nashville Convention Center. Any claim or dispute related to or connected with this agreement shall reside in the courts of the State of Illinois.

Hanging Signs

Approval for use of hanging signs and graphics should be received from the exhibitor at least 60 days prior to installation. Variances may be issued at AAPM&R's discretion. Drawings should be available for inspection. For hanging signs within the exhibit hall a maximum height from floor to top of sign is 25ft.

Indemnification and Insurance

Exhibitors shall indemnify, hold harmless, and defend AAPM&R, the Nashville Convention Center, their directors, agents, and employees from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them, or other expense (including, without limitation, attorneys' fees and expenses) arising out of or relating to the exhibitor's use of the convention center or from the conduct of exhibitor's business or from any activity, work, or things that may be permitted or suffered by exhibitor in or about the exhibit and the convention center or from any breach or default in the performance or any obligation on the exhibitor's part to be performed under any provision of this agreement or arising from any negligence of exhibitor or any of its agents, contractors, employees, or invitees, including but not limited to the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished to or used by exhibitor, or other persons in connection with the exhibit and the convention center with the exception of that caused by or resulting from the sole and gross negligence of AAPM&R and/or the Nashville Convention Center. Insurance protection will not be afforded to the exhibitor either by the Academy or the Nashville Convention Center. Exhibitors shall carry their own insurance to cover exhibit material against damage and loss, and public liability insurance of at least \$1 million per occurrence and \$1 million aggregate, against injury to the person and property of others. Policies shall name the Academy as a named additional insured. Certificates of insurance must be furnished prior to move-in at the Nashville Convention Center. Mail your proof of insurance by September 15, 2021, to: AAPM&R, c/o: Conventus Media, 55 Ferncroft Road, Suite 200, Danvers, MA 01923.

Meetings/Events/Promotions Outside of the Exhibit Hall

Because AAPM&R has invested significant resources to make the Annual Assembly PM&R Pavilion happen, AAPM&R prohibits companies and organizations to host activities for meeting attendees beyond the activities of companies outside the venues listed above. Certain exceptions may apply. Please fill in the Meeting Request Form and submit to AAPM&R if you wish to host an activity of any kind, including a social event, Advisory Board, meetings, etc. In all cases AAPM&R must approve the date, time and location of the event and times may not conflict with AAPM&R activities.

Booth Accessibility/ADA Compliance

Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their booth space, including, but not limited to wheelchair access. Further information regarding ADA compliance is available via phone at (800) 514-0301 or at www.usdoj.gov/crt/ada/infoline.htm.

Security

Professional security guard service is provided throughout the exhibitor installation and dismantle periods. AAPM&R arranges to provide hall security after hours during the exposition. However, AAPM&R, security service, and the Nashville Convention Center are not responsible for any loss or damage to exhibitor property.

Advertising

AAPM&R does not endorse or promote any products or services related to an exhibit. The use of the AAPM&R logo, name, Annual Assembly PM&R Pavilion artwork or any representations thereof shall be only at the express written consent of show management. To prepare for the meeting in a timely and efficient manner, third parties acting on behalf of or representing the exhibitor must adhere to and abide by all AAPM&R rules and regulations. It is the exhibiting company's responsibility to make its agencies and/or contractors aware of all guidelines and deadline dates and to forward promotional materials, service manuals, and forms that are the responsibility of the third party.

Distribution of Advertising Material

Canvassing any part of the exhibit hall or meeting rooms by anyone is strictly forbidden. Anyone doing so will be escorted from the AAPM&R Annual Meeting. Canvassing or distributing of advertising material by an exhibitor will not be permitted outside of the exhibitor's allotted booth space. Distribution of any literature through the official AAPM&R hotels is not permitted. Exhibitors may not use AAPM&R or Assembly logos in connection with any product or advertising materials.

Demonstrations, Interviews, Subletting

Demonstrations by exhibitors should contribute to the attendee's knowledge in a professional way. Demonstrations and adequate space for interviews should be available within the confines of the individual exhibitor's booth. No interference with normal traffic flow and infringement on neighboring exhibits is permitted. Exhibitors must seek permission from the Academy to host any such activities. Additional fees and time restrictions may apply. Any exhibitor-initiated market research taking place on the show floor must be reviewed and approved by AAPM&R.

Product Samples/Promotional Items

AAPM&R only permits exhibitor giveaways that are educational and modest in value. This restriction does not apply to nonprofit exhibitors or to exhibitors outside the health care sector. In all cases, exhibitors must complete and submit a form with details to show management. Show management will review each request.

FDA Disclosure Requirements

Displays or graphical depictions of drugs or devices declared investigational or unapproved by the United States Food and Drug Administration (FDA) must (1) contain only objective statements about the product; (2) contain no claims that state or imply, directly or indirectly, that the product is reliable, durable, dependable, safe, or effective; and (3) contain no claims that the product is in any way superior to any other marketed products. These drugs/devices must be displayed solely for the purpose of obtaining investigators and be accompanied by instructions for becoming an investigator and investigator responsibilities. Drugs/devices will only be permitted when accompanied by appropriate signage indicating the clearance status. Signs must be visible, near devices (clearly legible), and contain the following or similar statement: "Caution: Investigational Device Limited by Federal (or United States) Law to Investigational Use." Clear unequivocal statements that the drug/device is under investigation and is available only for investigational use are to be made in oral presentations. Exhibitors are further advised to adhere to the FDA prohibition on the promotion of cleared drugs and devices for unapproved uses. Specifically, pharmaceutical manufacturers cannot proactively discuss off-label uses, nor may they distribute written materials (promotional pieces, reprints of articles, etc.) that mention off-label uses. FDA defines off-label use as "use for indication, dosage form, dose regimen, population, or other use parameter not mentioned in the approved labeling."

General

All matters and questions not covered in the contract to exhibit are subject to the express decision of the Academy. The terms of this contract and all other rules and regulations applicable to the Annual Assembly PM&R Pavilion and exhibitor's space may be amended at any time by the Academy, and all amendments so made shall be equally binding on the exhibitor and all other exhibitors affected by them. In the event of any amendment or additions to this contract and/or other rules and regulations applicable to the event and the exhibitor's exhibit space, written notice will be given by the Academy to the exhibitor and all other exhibitors that may be affected by them. Without limiting any other rights and legal remedies the Academy may have against exhibitor, in the event the exhibitor does not abide by this contract and/or any rules and regulations applicable to the Annual Assembly PM&R Pavilion and the exhibitor's exhibit space, the exhibitor's privileges will be forfeited and, at the Academy's discretion, the exhibitor must immediately vacate the Exhibit Hall and remove all exhibitor property and exhibit materials.

Interruption or Prevention of Annual Assembly PM&R Pavilion

In the event the Annual Assembly PM&R Pavilion is interrupted or prevented to be held for any reason beyond the control of AAPM&R, then this exhibit space contract shall terminate and the exhibitor hereby waives any claim against AAPM&R for damages of any kind or nature by reason of such termination except that any unearned portion of the space rental due hereunder shall abate, or, if previously paid, shall be refunded by AAPM&R to the exhibitor after deduction of such amounts as may be necessary to cover expenses incurred by AAPM&R in connection to the Annual Assembly PM&R Pavilion.

Sanctions for Violations

AAPM&R reserves the right to control or prohibit any exhibit that, in its opinion is objectionable, may detract from the general character of the exposition and is not in keeping with the policies of AAPM&R. This reservation refers to companies, persons, products, and printed matter. AAPM&R may impose appropriate sanctions regarding current or future participation in AAPM&R exhibit programs. In the event of such restrictions or eviction, the American Academy of Physical Medicine and Rehabilitation will not be liable for any refunds, rentals, or exhibit expenses.

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