



**2021 Virtual PAEA EDUCATION FORUM**  
**Solution Circle Sponsor Terms and Conditions**  
**Event Dates: October 11-15, 2021 (the “PAEA Event”)**

1. **The Organization.** These terms and conditions are made between the Physician Assistant Education Association (“PAEA” or “We”) and the organization purchasing sponsor and/or exhibitor privileges (“You,” “Sponsor,” or the “Organization”).
2. **Commitments.** The benefits, fees, timeline, schedules, and logistics outlined in this document represent the duties and obligations of PAEA and Your Organization for the privileges purchased. Your application represents your agreement to these Terms and Conditions as stated here, and as may be amended by PAEA and provided to You prior to the Event. PAEA reserves the right to deny any sponsor for any reason, and PAEA seeks sponsors consistent with the Association’s mission, vision, and values. Because the conference is virtual and focused on innovations in PA education, preference will be given to sponsors focused on emerging technology in clinical education.
3. **Solution Circle Sponsor Objectives.** The PAEA virtual sponsor space and Solution Circle activations are produced by and is the property of PAEA. The virtual sponsor space and Solution Circle activations are a practical, educational adjunct to the professional meetings and educational sessions held during the 2021 PAEA Education Forum. The virtual sponsor space is meant to supplement these sessions by providing PAEA members with various types of products, services, and information. Solution Circle Sponsors are expected to display their products and/or discuss their services with awareness of the professional and practical needs of meeting attendees. PAEA reserves the right to refuse sponsorships to any applicant that, in the opinion of PAEA, is unlikely to contribute to the overall objectives of the meeting. PAEA may require removal or discontinuance of any exhibit or promotion, wholly or in part, that in its opinion is not in keeping with the character and purpose of the conference. Any Solution Circle Sponsor that does not abide by these guidelines may be removed from the PAEA Event without refund and may not be allowed to participate in future PAEA activities.
4. **Solution Circle Sponsor Representative Responsibilities.** You must name at least one person to be the official Representative in Charge and responsible party. Your Representative in Charge will receive all relevant materials relating to the PAEA Event. That representative shall be authorized to enter into such contracts as may be necessary for fulfillment of obligations to PAEA and to other contractors and subcontractors. We recommend that exhibit and sponsorship materials be available at all times. You are responsible for ensuring that all staff affiliated with the exhibit and sponsorship adhere to these regulations.
5. **Solution Circle Representative Responsibilities.** By purchasing a Solution Circle Sponsor package, the sponsor will have the ability to select the content, topic, and facilitator in conjunction with PAEA. The content, topic, and facilitator must be approved by PAEA prior to September 13, 2021, to be included in promotional materials for the PAEA Forum. PAEA reserves the right to promote and market the Solution Circle topic prior to the PAEA Forum and reserves the right to coordinate any Solution Circle pre-signups with attendees. Marketing done by the exhibitor prior to the PAEA Forum to promote the Solution Circle must be approved in advance by PAEA in writing.
6. **Organization’s Personnel; Conference Participation.** PAEA reserves the right to restrict or limit the number of online sponsor representatives. A Solution Circle Sponsor package includes the ability to have two speakers. Unless otherwise indicated, the Organization’s staff may not attend any sessions and events outside the virtual exhibit space or Solution Circle presentation. As a Solution Circle Sponsor, you receive one full conference registration and are welcome to take advantage of the privilege to attend the conference events, while observing the Circulation and Solicitation rules set forth in section 17 below. Personnel may not initiate sales or marketing activities while in the room or virtual space where a meeting or education session is taking place.
7. **Contract for Solution Circle Sponsor Package.** The commitment for an online Solution Circle Sponsor package and full payment of package charges together constitute a contract for a right to use the online space.
8. **Terms of Payment.** 100% of the total fee for the online Solution Circle Sponsor package is due with each

approved contract. Full payment is due 50 days prior to the Event Date. Cancellation requests must be submitted in writing to Exhibitors@PAEAonline.org. If written cancellation is received before the Payment Deadline, the Solution Circle Sponsor package fee will be refunded less 50% of the contracted Solution Circle Sponsor package fee. No refunds, cancellations, or online Solution Circle Sponsor Package and space reductions will be made after the Payment Deadline. PAEA reserves the right to resell the Solution Circle Sponsor Package and space without notice or refund after the Payment Deadline. Solution Circle Sponsors that cancel may not participate as a company, or as individual employees, in any activities related to the PAEA Forum.

9. **Location, Relocation and Space Revisions.** PAEA and PAEA Exposition & Sponsorship Management retain the exclusive right in their discretion to revise the virtual exhibit/promotion space, and to locate and relocate Solution Circle Sponsors.
10. **Use, Arrangement and Appearance of Virtual Sponsorships and Exhibits.** PAEA has full authority in its discretion for approval and appearance of items displayed, and to require replacement or rearrangement of any item or any virtual sponsorship and exhibit. If virtual exhibit promotions remain incomplete by the announced completion deadline, You hereby authorize PAEA at your expense to change, correct, or complete Your work to ensure your compliance with these terms. By displaying your information, you are asserting that you have the right to use all of the images and other intellectual property in your exhibit and/or promotion.
11. **Organization's Information.** The mobile app (if applicable) will include an exhibit/sponsor section.
12. **Union Labor.** The Organization is required to observe all union contracts in effect among show management, official contractors, and various labor organizations represented.
13. **Use of Virtual Exhibit/Sponsor Space.** No exhibitor or sponsor shall assign, sublet, or share the whole or any part of the virtual space or sponsor package allotted without the consent of PAEA and approval of the terms thereof. No virtual exhibitor or sponsor is permitted to show goods other than those manufactured or handled by him/her in the regular course of business. No organization not assigned space in the virtual exhibit or sponsorship area will be permitted to solicit business in any manner within the virtual exhibit and sponsorship area.
14. **Music.** You are responsible for having any required licenses (e.g., ASCAP, BMI licenses) for any music you use.
15. **Photography/Video Taping.** You are not permitted to take photographs or screen captures of people, exhibits, sponsorships, Solution Circle discussions, or products of other exhibitors/sponsors.
16. **Photograph and Video Release.** PAEA has the right to photograph, audio-record, or video-record all aspects of its meeting including your Organization's virtual Solution Circle(s), exhibit, staff, and guests for any promotional or other Association purposes.
17. **Circulation and Solicitation.** Your marketing activities and any distribution by of printed or digital matter, souvenirs, or other articles must be confined to the space assigned. No undignified manner of attracting attention will be permitted. No advertising matter will be allowed to extend beyond the virtual space allotted to the Organization.
18. **Giveaways; Lotteries; Games.** You may provide token giveaways at your virtual exhibit/sponsorship but cannot distribute these items in any other space. You are prohibited from providing meeting accessories (for example, tote bags, lanyards) for distribution to all attendees. You may not conduct raffles, lotteries, or games of chance unless pre-approved in writing by PAEA staff and conducted in compliance with applicable law. PAEA staff have the right to approve exhibitor and sponsor materials.
19. **Direct Selling.** You shall not, except as may be legally permitted and permitted in writing by PAEA, engage in online or on-location sales transactions, and if permitted You must conduct any such transactions in compliance with all federal, state, and local sales taxes and other applicable laws.
20. **PAEA Intellectual Property; Attendee Lists.** PAEA has sole rights to and protection over all PAEA Event materials, including particularly the exhibitor/sponsor/participant/attendee lists resulting from this PAEA Event, (except that You retain your rights in any materials that You have produced or brought for yourself). You are permitted to use the attendee list only one time, and only in accordance with the guidelines issued by PAEA. You are not permitted to use or distribute the PAEA Event participant/attendee lists without the express written permission of PAEA.
21. **Consequences of Non-Compliance.** In the event that You violate this agreement and terms and conditions, PAEA reserves the right to expel, decline, or prohibit You from participation in this Event and any future PAEA events. You agree to accept and abide by any such decisions, should they arise.
22. **PAEA Logo.** Use of the PAEA logo and/or Event marketing/branding by Exhibitor in conjunction with

advertisements, signs, promotional materials, endorsements, statements, contests and/or award of any kind must be approved in advance in writing by PAEA.

23. **Use of Unofficial Contractors; Required Indemnification.** You are responsible for and hereby indemnify PAEA for the conduct of any such contractors.
24. **Americans with Disabilities Act.** You are responsible for compliance with the Americans with Disabilities Act of 1992 regarding your exhibit/sponsorship space.
25. **Compliance with Rules and Regulations.** You agree to accept and comply with the policies, rules, and regulations contained in the Exhibitor/Sponsor Rules and Regulations and on PAEA's website, and all policies, rules, and regulations as now in effect or as may be amended or made available by PAEA. Any matters not specifically covered by the stated rules shall be subject solely to the decision of PAEA. Rulings of PAEA shall, in all instances, be final regarding use of virtual Solution Circles and exhibit/sponsor space.

**PAEA'S LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY THE ORGANIZATION FOR THE SERVICES DESCRIBED HEREIN.**

26. **LIABILITY WAIVER, Insurance; Indemnification.** PAEA and the meeting/exhibition sponsor and our respective employees, agents, representatives, shareholders, officers, directors, or contractors **ARE NOT RESPONSIBLE OR LIABLE** for any injury, loss, or damage that may occur to **You** or to **Your** agents, employees, contractors or representatives or any of **Your** or their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the meeting or exposition event, whether in-person and/or virtual and by signing this Agreement, **You** expressly and voluntarily and knowingly assume all such risk and expressly agree, and **YOU HEREBY, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** PAEA and the meeting/exhibition sponsor, our respective employees, agents, representatives, shareholders, officers, directors, and contractors from and against all such claims and liabilities. You are required to insure **Yourself** at your own expense against property loss or damage and against liability for personal injury.
27. **Force Majeure, Cancellation or Change of the Virtual Space.** PAEA, in its discretion, may cancel, change, postpone, reschedule, or move the PAEA Event and/or virtual Solution Circle and exhibit space to another location in the event of any cause or causes not reasonably within the control of PAEA or its agents. Examples of such causes beyond the control of PAEA include, but are not limited to: any strike, lockout, injunction, act of war, act of God, act, regulation, or emergency declared by any government agency, fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease, termination of any contracted Convention Center, municipal, state or federal restrictions or laws, health emergency or pandemic, or threat thereof or any other cause beyond its control. With any such cause, PAEA has the right to cancel, shorten, or reschedule the conference at the sole discretion of PAEA. If the PAEA Event is moved or otherwise changed, Your contractual obligations remain the same. If the PAEA Event is cancelled, You waive any and all damages and claims for damages and agrees that the sole liability of PAEA shall be to return to You the space payments, less the pro rata share of all costs and expenses incurred and committed by PAEA.
28. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or breach thereof, shall first be discussed informally for an amicable settlement between the parties and should that not succeed the parties shall attempt to resolve the matter by mediation. Should that not resolve the matter, it shall be settled by arbitration in the District of Columbia in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.