



2022 PAEA EDUCATION FORUM
Exhibitor Terms and Conditions
Event Dates: October 12-15, 2022 (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 in its discretion to deny any sponsor for any reason, and PAEA seeks sponsors consistent with the Association’s mission, vision, and values. Because the conference is focused on innovations in PA education, preference will be given to sponsors focused on emerging technology in clinical education.
3. **Exhibit Objectives.** The PAEA exhibit hall is produced by and is the property of PAEA. The exhibit hall is a practical, educational adjunct to the professional meetings and educational sessions held during the 2022 PAEA Education Forum. The exhibit hall is meant to supplement these sessions by providing PAEA members with various types of products, services, and information. Exhibitors 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 space to any applicant that, in the opinion of PAEA, is unlikely to contribute to the overall objectives to the meeting. PAEA may prohibit installation or require removal or discontinuance of any exhibit or promotion, wholly or in part, that in its opinion is not keeping with the character and purpose of the conference. Any exhibitor that does not abide by these guidelines may be removed from the Exhibit Hall without refund and may not be allowed to participate in future PAEA activities.
4. **Virtual Exhibit Objectives.** The PAEA virtual exhibit/sponsor space is produced by and is the property of PAEA. The virtual exhibit/sponsor space is a practical, educational adjunct to the professional meetings and educational sessions held during the 2022 PAEA Education Forum. The virtual exhibit/sponsor space is meant to supplement these sessions by providing PAEA members with various types of products, services, and information. Exhibitors/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 virtual exhibits/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 exhibitor/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.
5. **Exhibitor 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 materials be available on your assigned table/booth at all times. You are responsible for ensuring that all staff affiliated with the exhibit adhere to these regulations. An exhibitor or other commercial representative may be included as a presenter on the program agenda if he/she has a particular expertise that would make a significant and relevant contribution to the program and if a representative of a PAEA member program (or PAEA staff) is a co-presenter. But Exhibitors will not have any role in the selection of meeting content, topics, or speakers and otherwise cannot attend any planning activities for the meeting.
6. **Solution Circle Representative Responsibilities.** If the exhibitor purchases a Solution Circle Sponsorship Package, which includes a Solution Circle, the exhibitor 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 50 days prior to the Event Date 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.

7. **Organization's Personnel; Conference Participation.** Your staff must register as exhibitors. PAEA reserves the right to restrict or limit the number of booth representatives. Unless otherwise indicated, the Organization's staff may not attend any sessions and receptions outside the exhibit space. All personnel are required to display proper name badges throughout move-in, conference hours, and move-out. If your package includes a full conference registration, you are welcome to take advantage of the privilege to attend the conference events, while observing the Circulation and Solicitation rules set forth in section 19 below. Personnel may not initiate sales or marketing activities while in the room where a meeting or education session is taking place.
8. **Contract for Exhibit/Sponsor Space.** The commitment for exhibit/sponsor package and full payment of package charges together constitutes a contract for a right to use the space.
9. **Terms of Payment.** A deposit of 50% of the total fee for the booth space is due with each contract. Full payment for exhibit space is due 50 days prior to the Event Date. After that Payment Deadline, full payment must accompany all contracts. Cancellation requests must be submitted in writing to Exhibitors@PAEAonline.org. If written cancellation is received before the Payment Deadline, the booth fee will be refunded less 50% of the contracted booth rental fee. No refunds, cancellations, or space reductions will be made after the Payment Deadline. PAEA reserves the right to resell the exhibit space without notice or refund after the Payment Deadline. If a booth is canceled, Organization personnel are not eligible to occupy sleeping rooms, exhibit, nor utilize meeting rooms within the PAEA contracted space at the official PAEA hotel. Exhibitors that cancel may not participate as a company, or as individual employees, in any activities related to the PAEA Forum.
10. **Location, Relocation and Floor Plan Revisions.** PAEA and PAEA Exposition Management retain the exclusive right in their discretion to revise the Exhibit Hall, and to locate and relocate Exhibitors/Sponsors.
11. **Use, Arrangement and Appearance of Exhibits.** Exhibits must be arranged so as not to obstruct the general view or hide the exhibits of others. Carpet is required in all booth spaces. You are not permitted to apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment. PAEA has full authority in its discretion for approval and appearance of items displayed, and to require replacement, repair, cleaning, rearrangement, or redecoration of any item or any booth, whether in-person or virtual. If booths remain unfinished 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. You are not permitted to have storage of any kind behind their booths, and are liable to pay storage and handling charges if you fail to remove their exhibit material by the conclusion of the Event. By displaying your information, you are asserting that you have the right to use all of the materials and other intellectual property in your exhibit and/or promotion.
12. **Installation and Dismantling.** Tabletop exhibits must be installed in the exhibit area between 12:00 p.m. and 3:00 p.m. on October 12, 2022. The area officially closes at 12:00 p.m. on October 15, 2022. Exhibitors may not dismantle or disturb their exhibits until after the official closing. Exhibitors will have the opportunity to dismantle their exhibit at 12:00 p.m. on October 15, 2022; all exhibits must be dismantled by 3:00 p.m. on that day.
13. **Organization's Information.** The mobile app (if applicable) will include an exhibit/sponsor section.
14. **Union Labor.** The Organization is required to observe all union contracts in effect among show management, official contractors, facilities, and various labor organizations represented. Any labor required for installation or dismantling, decoration, or use of equipment must be ordered through the official service contractor. Tipping is strictly forbidden for any personnel providing services to the Organization in the exhibit area.
15. **Use of Exhibit Space.** No exhibitor or sponsor shall assign, sublet, or share the whole or any part of the space allotted without the consent of PAEA and approval of the terms thereof. No exhibitor 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 exhibit hall will be permitted to solicit business in any manner within the exhibit area.

16. **Sound Devices; Noise Level; Music.** Any demonstrations or presentations must be conducted at a low volume so that nearby exhibitors are not bothered. You are responsible for having any required licenses (e.g., ASCAP, BMI licenses) for any music you use.
17. **Photography/Video Taping.** You are not permitted to take photographs of people or the exhibits or products of other exhibitors/sponsors.
18. **Photograph and Video Release.** PAEA has the right to photograph, audio-record, or video-record all aspects of its meeting including your Organization's booth, staff, and guests for any promotional or other Association purposes.
19. **Circulation and Solicitation.** Your marketing activities and any distribution by of printed matter, souvenirs, or other articles must be confined to the space assigned (e.g., You may not slide materials under attendees' room doors or deliver gifts to rooms). No undignified manner of attracting attention will be permitted. All aisle space belongs to PAEA. No advertising matter will be allowed to extend beyond the space allotted to the Organization.
20. **Giveaways; Lotteries; Games.** You may provide token giveaways at your exhibit table/booth but cannot distribute these items in any other space, including at the registration desk and meeting rooms. 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 materials.
21. **Direct Selling.** You shall not, except as may be legally permitted and permitted in writing by PAEA, engage in 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.
22. **Security.** PAEA will take reasonable precautions to safeguard the exhibit hall; however, PAEA will not be liable for loss or damage to property or personnel from theft, fire, accident, or any other cause beyond its reasonable control.
23. **PAEA Intellectual Property; Attendee Lists.** PAEA has sole rights to and protection over all PAEA Event materials, including particularly the exhibitor/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.
24. **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.
25. **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.
26. **Use of Unofficial Contractors; Required Indemnification.** You shall not use any contractors other than the official contractors for any services within the exhibit areas unless they have completed an application and received written approval from PAEA. You are responsible for and hereby indemnify PAEA for the conduct of any such contractors, unless You submit evidence that such contractors have added PAEA as a co-insured on their insurance policy.
27. **Food and Beverage.** Any food and beverage that You offer must be approved by PAEA and ordered through the exclusive caterer.
28. **Flammable Materials.** No flammable fluids or materials are permitted in any booth at the PAEA Event.
29. **Americans with Disabilities Act.** You are responsible for compliance with the Americans with Disabilities Act of 1992 regarding your exhibit space, including, but not limited to wheelchair access.
30. **Compliance with Rules and Regulations.** You agree to accept and comply with the policies, rules, and regulations contained in the Exhibitor 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 exhibit/sponsor space.

31. **Compliance with COVID-19 Health and Safety Policy.** You agree to accept and comply with the COVID-19 Health and Safety Policy requirements which include vaccination requirements, exceptions, and masking requirements. You agree to follow and abide by the policy and any amendments, which are made available on PAEA's website.

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

32. **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.
33. **Force Majeure, Cancellation or Change of the Space.** PAEA, in its discretion, may cancel, change, postpone, reschedule, or move the PAEA Event and/or 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.
34. **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.