



2022 PAEA EDUCATION FORUM
Sponsor 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 Association (PAEA) and the organization purchasing either sponsorship and/or exhibitor privileges (“You” or the “Organization”).
2. **Commitments.** The sponsorship benefits, fees, timeline, schedules, and logistics outlined in this document represent the duties and obligations of PAEA and the Organization for the privileges purchased. Your application and paid fee represent 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. Attached to this Agreement are the various options and potential levels and benefits for your sponsorship. 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 focused on innovations in PA education, preference will be given to sponsors focused on emerging technology in clinical education.
3. **Payments.** The total fee for the sponsorship is due promptly with each contract. Cancellation requests must be submitted in writing to Exhibitors@PAEAonline.org and must be made at least 50 days prior to the Event Date. If Sponsor terminates the Sponsorship Agreement, Sponsor shall be liable for: (a) all reasonable costs incurred or obligated to PAEA at the time of such termination; (b) amounts expended for items and activities for which the Sponsor has been publicly credited; and (c) all costs necessitated by the Sponsor’s termination, including, but not limited to, the cost of redesigning any materials that include the Sponsor. In no event shall Sponsor’s obligations be greater than the Sponsorship Fee. Sponsor and PAEA agree that any obligations incurred by Sponsor under this paragraph: (i) are not a penalty, (ii) represent a reasonable effort on behalf of PAEA to establish its loss prospectively; and (iii) represent liquidated damages. PAEA reserves the right to resell the exhibit/sponsor space once a cancellation request has been made. No refunds, cancellations, or space reductions will be made if cancellation request is made less than 50 days prior to the Event Date. If a sponsorship 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. Sponsors that cancel may not participate as a company, or as individual employees, in any activities related to the PAEA Forum.
4. **Sponsor Objectives.** The PAEA exhibit hall and designated sponsorship activations are 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 and any sponsorship activations are meant to supplement these sessions by providing PAEA members with various types of products, services, and information. Exhibitors and 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 space or sponsorship to any applicant that, in the opinion of PAEA, is unlikely to contribute to the overall objectives of the meeting. PAEA may prohibit installation or request 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 or 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. **Virtual Exhibit Objectives.** The PAEA virtual exhibit/sponsor space are 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 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.
6. **Sponsor Representative Responsibilities.** Your staff must register as exhibitors/sponsors. Each sponsor must name at least one person to be the official Representative in Charge and responsible party. The Representative in Charge will receive all relevant materials relating to the 2022 PAEA Education Forum. 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. Sponsors will not have any role in the selection of meeting content, topics, or speakers and cannot attend any planning activities for the meeting. A sponsor 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, if a representative of a PAEA member program (or PAEA staff) is a co-presenter, and is approved by PAEA.
7. **Sponsorship's Personnel; Conference Participation.** PAEA reserves the right to restrict or limit the number of sponsor representatives. Unless otherwise indicated or approved, the Organization's staff may not attend any sessions or receptions outside the exhibit space or their sponsorship activation area. 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 below. Personnel may not initiate sales or marketing activities while in the room where a meeting or education session is taking place.
8. **Arrangements of Advertisements.** PAEA reserves the right to approve, disapprove, locate and relocate advertisements. All advertisements must be arranged so as not to obstruct the general view.
9. **Use, Arrangement and Appearance of Sponsorships and Exhibits.** 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. 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 images and other intellectual property in your exhibit/sponsorship activation. If exhibit promotions 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.

10. **Installation and Dismantling of Advertisements.** Advertisements must be installed in the designated sponsorship 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. Sponsors may not dismantle or disturb their advertisements until after the official closing. Sponsors will have the opportunity to dismantle their advertisements at 12:00 p.m. On October 15, 2022; all advertisements must be dismantled by 3:00 p.m. on that day.
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, 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.
13. **Use of Exhibit/Sponsor 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 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 exhibit hall or sponsorship activation area will be permitted to solicit business in any manner within the exhibit area.
14. **Sound Devices and Noise Level.** 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.
15. **Photography/Video Taping.** You are not permitted to take photographs of people or the exhibits 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 booth, staff, and guests for any promotional or other Association purposes.
17. **Circulation and Solicitation.** Your marketing activities and any distribution of any printed matter, souvenirs, or other articles must be confined to the space assigned or sponsorship activation area. (For example, 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.
18. **Giveaways; Lotteries; Games.** Sponsors are prohibited from providing meeting accessories (for example, tote bags, lanyards) for distribution to attendees except as permitted in writing by PAEA. You may not conduct lotteries, games or chance or raffles unless pre-approved in writing by PAEA staff and conducted in compliance with applicable law. PAEA staff have the right to approve sponsor materials.
19. **Direct Selling.** You shall not, except as may be legally permitted and permitted in writing by PAEA, engage in on-location 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. **Location of Exhibit Hall.** PAEA reserves the right to alter the location of the exhibit hall and sponsorship activations as it deems advisable and in the interest of the exhibition; however, no change of location will be made without full discussion with the Organization affected by such changes.
21. **Security.** PAEA will take reasonable precautions to safeguard the exhibit hall and sponsorship activation areas; 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. Organizations are advised to insure themselves at their own expense against property loss or damage and against liability for personal injury. The Organization shall indemnify PAEA against, and hold it harmless from, negligence of the Organization in connection with the Organization's conduct at the exhibit hall and sponsorship activations.

22. **Intellectual Property Rights; Attendee Lists.** PAEA has sole rights to and protection over all PAEA Event materials, including particularly the participant/attendee lists resulting from this conference (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 agree not to use or distribute any PAEA Event materials, including specifically the participant/attendee lists, without the express written permission of PAEA.
23. **Consequences of Non-Compliance.** In the event that You violate this agreement and terms and conditions, PAEA reserves the right to retain your payment(s), and 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.
24. **PAEA Logo.** Use of the PAEA logo and/or Event marketing/branding by Sponsor 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.
25. **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.
26. **Food and Beverage.** Any food and beverage that You offer must be approved by PAEA and ordered through the exclusive caterer.
27. **Flammable Materials.** No flammable fluids or materials are permitted in any booth at the PAEA Event.
28. **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.
29. **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 exhibit/sponsor space.
30. **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 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.

31. **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, 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. Your Organization shall name PAEA as a co-insured and provide a copy of proof of such insurance to PAEA within three days of any request from PAEA. Time is of the essence regarding this requirement. Failure to remit such proof shall be a material breach of this agreement.
32. **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.
33. **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.