

## **EXHIBIT CONTRACT AND POLICIES**

The policies stated here and in the Rules & Regulations in the Exhibitor Prospectus constitute a bona fide part of the contract for exhibit space. The American Academy for Physiological Medicine & Dentistry (AAPMD) and The American Academy for Oral Systemic Health (AAOSH) reserve the right to render all interpretations and decisions, should any questions arise, and to establish further regulations as may be deemed necessary to the general success and wellbeing of the Exhibition. All matters and questions not covered in these policies are subject to the final judgment and decision of AAPMD/AAOSH. Companies are responsible for ensuring the furnishings they order and booth provisions they bring will reasonably fit in their space. AAPMD/AAOSH does not provide any guarantee that additional accommodations will be made on-site should the materials brought be outside of the parameters of the purchased space. Additional fees will be incurred by the exhibiting company if alternative arrangements are made.

## **BOOTH INCLUSIONS**

Each 10x8 space is granted one to three booth representatives at a complimentary rate, depending on sponsorship level. Additional booth personnel are welcome to attend and participate for \$400 each. Booth registrations also include electronic version of syllabi for future reference. Booth representatives are invited to sit in on AAPMD/AAOSH education as a guest on days their company is exhibiting as space permits. If a representative needs to claim CE credits, he or she must register for the conference at the posted attendee pricing.

## **BOOTH FURNISHINGS**

Included in each booth are 8' high backdrops and 3' high side dividers; a sign for company name and booth number. AAPMD/AAOSH affords aisle cleaning, a six-foot table, 2 chairs and a waste basket are also included. The ballroom is fully carpeted.

## **HOTEL ROOM RESERVATIONS**

To maintain exhibitor pricing, exhibitors are REQUIRED to book their rooms with AAPMD/AAOSH's host hotel, Sheraton Grand at Wild Horse Pass (Hotel). Companies with local booth representatives are exempt from this policy. Such exceptions must be made in writing. The hotel reservation link can be found on the [HOTEL](#) tab on the CC 2022 Sponsorship website.

## **HOTEL INDEMNIFICATION**

Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Hotel, its owners or managers, which result from any act or omission of exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, the Hotel, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from, out of, or by reason of any accident or bodily injury or other occurrences to any person or persons, including the exhibitor, its agents, employees, and business invitees which arise from or out of the exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof.

## **DEPOSIT AND PAYMENTS**

This sponsorship fee is due upon signing and will be retained for any of the following circumstances 1) company disregards exhibitor regulations including failing to follow setup and breakdown times or make arrangements with AAPMD/AAOSH 2) company fails to meet hotel room requirements 3) blatant disregard of other exhibitor terms and conditions including but not limited to items related to rooming, canvassing and onboarding 4) Company brings additional booth representatives.

## **CANCELLATION BY EXHIBITOR**

All cancellations must be in writing, return receipt requested and shall become effective when received by AAPMD/AAOSH. Both the Exhibitor and AAPMD/AAOSH acknowledge that AAPMD/AAOSH will sustain substantial losses if the Exhibitor cancels its Application and Contract. Even though AAPMD/AAOSH will exercise its best efforts to mitigate the damages associated with the Exhibitor cancellation, the parties agree that Producer will nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty of determining and providing said losses, the Exhibitor agrees to pay the following as liquidated damages if the Exhibitor cancels its exhibit space on or within the time periods specified.

50% refunded of total paid contracted agreement if request is made prior to March 31, 2022. Cancellation requests made after March 31, 2022 are not eligible for reimbursement or credit under this policy.

## **ATTIRE OF BOOTH REPRESENTATIVES**

Attire of exhibitor staff and demonstrators on the exhibit floor can significantly affect a meeting. Attire should be consistent with a professional atmosphere.

## **A/V EQUIPMENT**

If closed sound systems cannot be arranged and/or open sound systems are permitted, restrictions or regulations should indicate that sound leakage should not interfere with any other exhibitor. AAPMD/AAOSH will require compliance and reserves the right to take necessary corrective action.

## **GIVEAWAYS & SALES**

Exhibitor has sole legal and financial responsibility regarding any and all giveaways and/or sales in connection with or related to the conference. Notwithstanding, AAPMD/AAOSH reserves the right to disapprove any giveaways if deemed inappropriate at the sole discretion of AAPMD/AAOSH. Display of Investigational Products also is the sole responsibility of exhibitor, though any such display shall be within the expectations and limitations of the Food and Drug Administration's Guidelines on Notices of Availability, and AAPMD/AAOSH recommends that any investigational product that is graphically depicted on a commercial exhibit should contain only objective statements about the product, contain no claims of safety, effectiveness or

reliability, contain no other claims to other marketed products, advise the offering exists solely for the purpose of obtaining investigators, and contain a statement: Caution- Investigational Device- Limited to Investigational Use (or similar) in a prominent size and placement.

#### **EXHIBIT STAFF CONDUCT**

All exhibits must be properly staffed at all times. Those leaving booths un-staffed for long periods of time or those who vacate the booth prior to the official closing time may be excluded from future meetings or penalized. Offensive promotions from exhibit personnel will not be tolerated. Any exhibitor's staff member(s) who demonstrate inappropriate or unsuitable conduct during the exhibition may be removed from the premises and may be subject to penalty (i.e. loss of points) including forfeiture of exhibit fees paid. AAPMD/AAOSH determination of such conduct shall be final.

#### **CONTRACT ACCEPTANCE**

AAPMD/AAOSH reserves the right to exercise its sole discretion in acceptance or refusal of applications. If an application is not accepted by the Associations, all money paid will be returned to the applicant.

#### **BOOTH CONSTRUCTION AND ARRANGEMENT**

AAPMD/AAOSH will provide and arrange for construction of necessary draped backgrounds of uniform style. Drapery is flame-proofed fabric. Unfinished or unsightly ends of exhibits must be draped by the service contractor at the expense of the exhibitor. All exhibits must be confined to the limits of their respective booths as indicated on the floor plan. Back wall of booth is 8 feet with the exception of island or perimeter spaces where height limitation is 16 feet unless otherwise noted due to center restrictions, however, cubic content of those booths must be approved in advance by Exhibition Management. Materials up to 8 feet in height may be placed within 5 feet from the back wall. Exhibit material must not be set up so as to interfere with the view into adjoining booths. All material must conform to local building, electrical and fire department codes and regulations.

#### **PROGRAM ADVERTISING AND OUTBOARDING**

Regardless of the level of participation a company has invested in the event, holding an exhibit, demonstration, or display in AAPMD/AAOSH's host city during the show will directly affect the company's ability to participate in future AAPMD/AAOSH events. Only participating exhibitors may solicit to attendees and direct selling is to be restricted to the company's exhibit space. Out of respect to AAPMD/AAOSH's corporate supporters, companies who are not paid exhibitors for AAPMD/AAOSH's shows will be asked to leave and their companies may be unable to participate in future events if they use AAPMD/AAOSH's events as an opportunity to sell or promote their products and/or service.

#### **CANVASSING AND OTHER ACTIVITIES**

No person, firm or organization not having contracted with AAPMD/AAOSH for the occupancy of space in the Exhibition will be permitted to display or demonstrate its products, processes or services, or distribute promotional materials in the Exhibit Hall, convention halls or corridors or in hospitality suites. Any infringements of this rule will result in the prompt removal of the offending persons from the Hall, and exhibitors waive any and all rights from claims against the AAPMD/AAOSH arising out of the enforcement of this rule. Circulars or other promotional material may be distributed only from the exhibitor's booth space. AAPMD/AAOSH reserves the right to reject, cancel, remove or restrict exhibitors who, because of noise or any other reason shall interfere with the best interests of the Exhibition as a whole.

#### **BOOTH ASSIGNMENT**

AAPMD/AAOSH Platinum and Gold Partners are assigned premium placement of exhibit space. The remaining spaces are assigned at the discretion of AAPMD/AAOSH based on registration date, years of support, and event sponsorship support. Booth assignment confirmation is provided an average of 30 days before travel.

#### **NO ORAL MODIFICATION CLAUSE**

This Application and Contract may not be orally modified. Only modification in writing signed by an authorized representative of AAPMD/AAOSH will be considered enforceable.

#### **EXHIBITS**

Any rooms/foyers that are reserved for exhibits (booth or tabletop) do not include drayage, decoration, labor, security, cleaning, janitorial, electrical, telecommunications, internet, etc. or damage repair to the exhibit space (which includes expenses, if any, shall be charged to the Exhibitor). Debris/trash must be removed from the property and properly disposed of in proper trash receptacles. If the exhibit area is not returned in the same condition it was given by the scheduled end of the tear down period, additional labor and cleaning fees will be assessed. Fees are subject to change without notice.

#### **ASCAP/BMI**

It is the sole responsibility of the exhibiting company to pay all ASCAP (American Society of Composing Authors and Publishers) and/or BMI (Broadcast Music Incorporated) fees and expenses if music is played (either taped or live) in the exhibit booth or at any exhibitor-sponsored function.

#### **SECURITY**

Security will be provided by AAPMD/AAOSH throughout the entire Exhibit, including set-up and tear-down days at the entrances to the Exhibit Hall and Freight Doors. Any theft is to be reported to show management immediately and a theft report must be completed. Security also will be available in aisles during clean-up each day. Exhibitors must provide adequate insurance in their own insurance policies for theft. Individual booth security is available at an additional fee to exhibitors.

#### **EXHIBITOR RESPONSIBILITY CLAUSE**

To the fullest extent permitted by law, the person/legal entity described as "exhibitor" in this clause and in this exhibitor contract (regardless whether such person/legal entity is also described as "Exhibitor" in this contract) hereby assumes full responsibility and agrees to indemnify, defend and hold

harmless the **Sheraton Grand at Wild Horse Pass** ("Hotel"), Hotel's owner, and each of their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Hotel Parties"), as well as the **American Academy of Physiological Medicine & Dentistry and The American Academy for Oral Systemic Health** ("Group"), from and against any and all claims or expenses arising out of Exhibitor's use of the Hotel's exhibition premises. Exhibitor agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the Exhibitor's indemnity obligations in this clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Hotel Parties and Group shall be named as additional insureds on such policy, and Exhibitor shall supply the Hotel with a Certificate of Insurance at least 30 days prior to the use of the exhibition premises. The Exhibitor understands that neither the Group nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

#### **LIABILITY**

It is agreed that the exhibitor shall make no claim of any kind against AAPMD/AAOSH, the Sheraton Grand at Wild Horse Pass, their agents or employees, or against any of AAPMD/AAOSH's agents or employees for any loss, damage, theft or destruction of goods; nor for any injury that may occur to itself or its employees while in the Exhibit Hall or on conference premises; nor for any damage of any nature or character whatsoever, and without limiting the foregoing, including any damage to its business by reason of the failure to provide space for an exhibit or removal of the exhibit, or for any action of AAPMD/AAOSH or its participants, agents or employees in relation to the exhibit or exhibitor, and the exhibitor shall be solely responsible to its own agents and employees and to all third persons, including invitees and the public for all claims, liabilities, actions, costs, damages and expenses arising out of or relating to the custody, possession, operation, maintenance or control of the leased space or exhibit, for negligence or otherwise relating thereto. Notwithstanding, any claim by exhibitor, if brought against AAPMD/AAOSH or its agents or employees, or those of the Sheraton Grand at Wild Horse Pass shall be brought within one year exhibitor know or should have known of the claim or potential claim; and, any recovery for such claim shall be limited to the amount of monies paid by exhibitor to AAPMD/AAOSH for the conference, and shall not include any recovery for special damages, lost revenues, lost profits, or lost business opportunities of any kind or nature.

#### **INSURANCE**

Exhibitor must carry all the following insurances without exception: Workers' Compensation, fire, theft insurance, and a comprehensive general liability with minimum coverage of one million dollars (\$1 million) per occurrence and two million dollars (\$2 million) aggregate, including, product liability coverage (for any products provided as giveaways, samples or sales), completed operations, independent contractors coverage, and slip-and-fall and any other personal injury liability coverage. Proof of full compliance satisfactory to AAPMD/AAOSH shall be provided to AAPMD/AAOSH in writing within 30-days of the conference and prior to exhibitor's exhibit, products or materials entering the Exhibit Hall or conference premises. These coverages shall be evidenced by a Certificate of Insurance with a 30-day notice or cancellation provision to the holder, naming AAPMD/AAOSH as an "Additional Insured", and a copy shall be placed at the exhibit booth at all times during show hours and presented to AAPMD/AAOSH upon demand. While the Exhibition provides security guards, any and all security is an accommodation to exhibitors, and AAPMD/AAOSH assumes no responsibility for any loss, damage or injury to any property of the exhibitor or to any of its officers, agents, employees or contractors, whether attributable to accident, fire, theft or any other cause whatsoever.

#### **NON-ASSIGNMENT**

No exhibitor shall, without the written prior consent of AAPMD/AAOSH assign, sublet, or apportion the space assigned to it to any other exhibitor, entities or person(s).

#### **STRICT CONFIDENTIALITY & NON-DISPARAGEMENT**

As a material term and condition of this Agreement, Exhibitor agrees not to disclose, disseminate, publicize or allow or cause to be disclosed, disseminated or publicized, any of the terms and conditions of this Agreement and/or the acts or omissions arising from the events concerning this Agreement or Exhibitor's participation or involvement at the conference, except to the extent compelled by law or as authorized by AAPMD/AAOSH in writing. Exhibitor will act professionally and in good faith at all times and will not disparage AAPMD/AAOSH or the Sheraton Grand at Wild Horse Pass, or any of their employees, agents, or representatives, or any of the conference speakers or exhibitors, either directly or indirectly orally or in writing by making disparaging comments or remarks himself/herself or through a third party, including, but not limited to, any disparaging or negative comments online or in any social media such as Facebook, LinkedIn or Twitter. For any violation of this section, Exhibitor shall immediately, and in no event more than three (3) calendar days, remove that negative remark and provided a complete where necessary in AAPMD/AAOSH's opinion, with evidence of such removal and retraction concurrently provided to AAPMD/AAOSH in writing. Any critical feedback by Exhibitor shall be restricted to correspondence with and surveys received from AAPMD/AAOSH or the Sheraton Grand at Wild Horse Pass which correspondence and surveys shall be provided only to those entities.

#### **ATTENDANCE**

AAPMD/AAOSH shall not be liable for any verbal agreement or condition made by the representatives of Kellen Company or its affiliates. Any language verbal or written relating to the number of participants is merely an estimate of anticipated attendance and does not in any way intend to guarantee the number of attendees to the conference.

#### **PROMOTION**

To attract attendees and increase floor traffic during the conference and exhibition, exhibitors agree to distribute and promote the conference by mentioning AAPMD/AAOSH, the date, content and location of the conference in print and media advertisements procured or distributed by the

exhibitor after such time as this contract is entered into. Such mention will also be included in all promotional materials and large volume mailings to existing and potential customers.

## **SERVICES**

It is mutually understood and agreed that AAPMD/AAOSH will provide each exhibitor with the following services free of additional charge: erection of necessary flame-retardant backgrounds of uniform style, an identification sign, aisle carpeting, program listing, general hall cleaning, and hall guard services. In addition to all other payments provided for this contract, exhibitor agrees to pay for the following services at rates approved by AAPMD/AAOSH: handling of incoming and outgoing freight; labor and material to assist exhibit erection, dismantling, and maintenance of the exhibit; electrical service, including outlets; cleaning service; telephone service; furniture/accessories. AAPMD/AAOSH may, but shall not be required, to supply these services.

## **MISCELLANEOUS**

It is further agreed that all current and subsequent AAPMD/AAOSH conditions and regulations and conditions and regulations of the Sheraton Grand at Wild Horse Pass and any other facilities used by AAPMD/AAOSH are made a part hereof as though fully incorporated herein. AAPMD/AAOSH shall have full and exclusive power in the matter of interpretation, amendment and enforcement of all said conditions and regulations, and any such amendments when made and brought to the notice of said Exhibitor shall be as though fully incorporated herein and subject to the terms and conditions herein set forth. If a dispute or disagreement shall arise between the parties concerning the allotment of or permitted use of exhibition space or concerning interpretation or any of the regulations which are part hereof the decision and interpretation of AAPMD/AAOSH shall be final and the Exhibitor hereby agrees to abide by said interpretation which, if requested, shall be in writing. Exhibitors seeking to install their own booth/display must comply with all state and federal laws and/or regulations and must comply with any/all laws, rules, or regulations related to booth installation/dismantling. It is further agreed that in case said premises shall be destroyed by fire or the elements, or by any other cause, or in case government intervention or regulation, military activity, strikes or any other circumstances that make it impossible or inadvisable for AAPMD/AAOSH to hold the Show or portion thereof at the time and place herein provided then and there upon this agreement shall terminate and the said Exhibitor shall and does hereby waive any claim for property or other damages or compensation except the pro rata return on the amount paid after deduction of actual expenses. The parties shall act in good faith to resolve any dispute arising from this agreement prior to the commencement of any formal legal action. In the event of any dispute arising under this agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs, including any such fees and costs incurred in pre-litigation resolution efforts. Any lawsuit or claim brought related to this agreement shall be brought in Atlanta, Georgia, with the laws of the State of Georgia governing such action. This agreement may be executed in counterparts, and copies of the signed agreement shall be as valid and enforceable as the original. The parties agree that the fact one party drafted this agreement shall not be held against that party in any interpretation of this agreement by any court or trier of fact.

Please sign and date:[Click or tap here to enter text.](#)