

2021 Fall Convention Terms & Conditions

1. This agreement is between the Association of Physicians Pakistani-descent of North America (APPNA) as the first party and Exhibitor as the second party called the exhibitor for the period of October 21 - 23, 2021. The terms of the contract are all of the terms which exist on this subject between the two parties. APPNA grants the exhibitor the right to use the designated space as assigned by APPNA.

DAYS AND TIMES:

(All times are subject to change)

Set-Up Time

Thursday, October 21, 2021: 6PM – 10PM

Timings of Exhibition

Friday, October 22, 2021: 9AM – 6PM

Saturday, October 23, 2021: 9AM – 6PM

Move Out

Saturday, October 23, 2021: 6PM – 10PM

CANCELLATION:

Full refunds, less \$300 cancellation fee, will be issued for cancellations made by exhibitors prior to September 15, 2021. September 15 to October 15 will be 50% refund.

- NO refunds will be made if cancellations are submitted after October 15, 2021.
- Cancellation requests must be submitted in writing to meetings@appna.org.
- Any changes to your registration after submitting your payment will be subject to a \$100 service fee.

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 Hilton Anatole (“Hotel”) and Hotel’s owners, managers, subsidiaries, affiliates, employees and agents (collectively, “Hotel Parties”), as well as APPNA (“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.

COVID CLAUSE:

Coronavirus protocols will be implemented throughout the convention for all exhibitors/attendees in accordance with guidelines recommended by the CDC, state/local health officials, and APPNA Spring Meeting Committee on COVID Protocols. Event organizers will continue to assess the current conditions and make adjustments to the protocols to ensure optimal safety conditions for all exhibitors/attendees. APPNA may cancel/postpone this event, if necessary, without any notice and exhibitors cannot claim for any damages due to this inconvenience. APPNA reserves the right to

determine whether an exhibitor and/or any person in attendance should be isolated/evacuated from the convention center/hotel that is deemed to be in violation of COVID guidelines.

2. Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury to person(s) or damage to exhibitor displays, equipment, or other property or loss of property brought upon the premises of the hotel / convention center and agrees to indemnify, defend and hold harmless APPNA, the hotel, and its owners, servants, agents, and employees against all claims or expenses for such losses, including attorney's fees, arising out of the use of the hotel premises excluding any liability caused by the negligence of APPNA or the hotel or its owners, agents, or employees.

The exhibitor understands that neither APPNA nor the hotel maintains insurance covering the exhibitor's property or lost revenue and it is the sole responsibility of the exhibitor to obtain such insurance.

3. A. All booths must be purchased and booked through APPNA with payment directly made to APPNA. Third party sales and/or re-sale of booths are strictly prohibited. Individuals/companies engaging in such behavior (applicable to both parties, sellers and buyers) will be black listed and barred from participating in all future APPNA events. No exceptions.

B. In the event that you/your company cannot participate in the bazaar due to extenuating circumstances and you wish to transfer your booth(s) to another exhibitor/company you MUST contact the central APPNA office to request the transfer in writing and pay a \$200 administrative fee. Any transfers done "off the books" will not be honored and will result in forfeiting your monetary refund. The transfer will only be complete, and refund will be given, upon contract and payment submission by your replacement exhibitor/company.

C. We welcome exhibitors/companies that purchase multiple booths (two or more) at the bazaar. If the booths are purchased to host more than one exhibitor/company, please note that a contract packet is required for each exhibitor/company.

4. APPNA in its discretion may change, postpone, or cancel the exhibition if in its judgment some casualty or emergency requires such action. In the event of cancellation, the Exhibitor may receive a refund (upon review of the circumstances) within 30 days if fees have been charged or a deposit has been received by the APPNA office.

5. No exhibitor may hold private showings in his/her hotel room or in any other area of the hotel, other than the exhibit space designated by APPNA.

6. Exhibitor will be allowed to display its company signs on the booth but not beyond it. Banners are NOT allowed to be displayed in any other location in the exhibit hall or hotel.

7. This exhibition is closed to the public and exhibitors are encouraged NOT to make public notice of this showing, this is open to APPNA members and their invited guests only.

8. The cost of the exhibit space hereby leased shall be indicated on page one of this contract per booth space and full payment is due in advance. APPNA does not guarantee space/booth choice requested.

9. Deviation from the assigned space will not be allowed. Any empty spaces above and beyond your booth are under APPNA's possession. If exhibitor deviates from assigned space, without APPNA approval, exhibitor is subject to additional fee.

10. It is the responsibility of the exhibitor to pay all applicable local, state and federal taxes on sales.

APPNA Sponsorship/Expo Exhibit Package

11. The sale of any item in a transaction is between the exhibitor and the purchaser(s). APPNA is not responsible for any transaction.

12. APPNA does not guarantee that any exhibit will be exclusive, nor do we guarantee any profit margin or sales.

13. After the Exhibitor contract is reviewed, accepted and processed by APPNA, (a signed contract must be accompanied by payment in full), the exhibitor will be issued a confirmation e-mail which, in conjunction with and subject to the terms of this contract, grants non-transferable license to only use the specifically assigned space at the APPNA Spring Meeting within the guidelines of the rules & regulations and for the exclusive purpose as defined in the above description.

If this Contract is rejected and no confirmation is issued, the Exhibitor shall receive a refund within 30 days if fees have been charged or deposited.

14. The standard 10 ft X 10 ft space includes draped table and 2 chairs. Clothing exhibitors will be provided with 2 racks.

15. Full refunds, less \$300 cancellation fee, will be issued for cancellations made by exhibitors prior to September 15, 2021.

ALL CANCELLATIONS ARE SUBJECT TO A NON-REFUNDABLE PROCESSING FEE OF \$300. NO EXCEPTIONS.

16. NO FOOD OR BEVERAGES MAY BE SOLD IN THE EXHIBIT AREA or any place at the hotel.

17. All displays must be confined to the booth and cannot obstruct the view or access of surrounding displays. If we receive any complaint that any exhibitor is blocking the view of their neighbors, the exhibitor will be notified by one of the APPNA staff members only once, if the exhibitor does not comply, they will receive an official notice to vacate the space within an hour with no refunds.

Any demonstrations, discussions, or other activities must be confined to the booth. Audio, video, and multimedia equipment will be monitored by Exhibit Staff to ensure that a comfortable sound level is maintained; and conforms to the rules/regulations of the hotel/convention center and local laws/regulations.

18. Solicitation of any kind by any exhibitor or group (for-profit or not-for-profit) is expressly prohibited outside of the assigned booth.

19. Fireworks and any other incendiary devices & helium are expressly prohibited. Fuel tanks or heating appliances such as microwaves, ovens, etc... are also prohibited.

20. Exhibitors are not allowed to bring in accessories like electrical wires, lights, drapery, etc., without permission of APPNA's official exposition/decorating company.

Exhibitors bringing in such items will be responsible to pay any damages that are caused to hotel/convention center/other exhibitors or APPNA.

21. A. Actual space/booth location may be displaced or changed from the layout/diagram for logistic reasons, and so will the entrances and exits.

B. APPNA does not guarantee flow of traffic through specific entrances or exits.

22. APPNA reserves the right to retract the Confirmation Letter and Contract and therefore close any exhibit and eject any exhibitor or exhibitor's staff immediately from the Exhibit area and Hotel who/which participate(s) in illegal activities of any kind, is/are involved in any way with disruptive or dangerous activities, violate(s) any of the terms or conditions of this agreement, or does not immediately comply with instructions given by the APPNA Exhibit staff.

23. Exhibitors and their staff indemnify and hold harmless the Association of Physicians of Pakistani-descent of North America (APPNA) its' staff and agencies from and against all costs, damages, judgments or legal expenses which may arise from this agreement, set-up, exhibition, participation or dismantling activities during, before, and after the convention. Exhibitor also assumes all risks of loss, injury, theft or damage of any kind or nature whatsoever to any exhibit or component thereof; including but not limited to goods, merchandise, cash, records, or any other property. Further, exhibitors are expressly bound, at their expense, to repair any damage which they may cause to the bazaar fixtures or the convention center through unauthorized modifications or movement of their exhibit.

24. Cleaning within the booth space rented by an exhibitor is the exhibitor's responsibility. Common areas and isles will be cleaned by APPNA assigned crew.

25. An exhibitor, who does not move-in/out during the designated move-in/out times, will be responsible for moving their merchandise to/from their booth and paying directly to exposition company or any other related labor.

26. Exhibitors and their staff indemnify and hold harmless the Hotel/convention center and their respective agents against any claim or expenses arising out of the use of the exhibition premises. The exhibitor understands that neither APPNA nor the Convention center/hotel maintains insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

27. Fire Regulations: All materials used for booth decoration must be nonflammable. Electric signs and equipment must be wired to meet specifications of local fire authorities. Fire extinguishers on walls/floor/elsewhere must not be removed or obstructed in any manner.

28. APPNA reserves the right to interpret, amend and enforce these Contract Conditions, Rules and Regulations. Each Exhibitor, for him/herself, his/her agents and employees agree to abide by all Contract Conditions, Rules and Regulations set forth herein or any subsequent amendments or interpretations.

29. Not-For-Profit organizations are required to submit proof of 501(c)3 status, failure to submit such proof will not entitle you to the reduced price. If proof is not received before the event APPNA reserves the right to refuse space to the exhibitor. Please send required document to meetings@appna.org.