



APMA ANNUAL
SCIENTIFIC MEETING
NASHVILLE | JULY 13-16, 2023

Gaylord Opryland Resort
& Convention Center
Ryman Exhibit Halls B4-B6



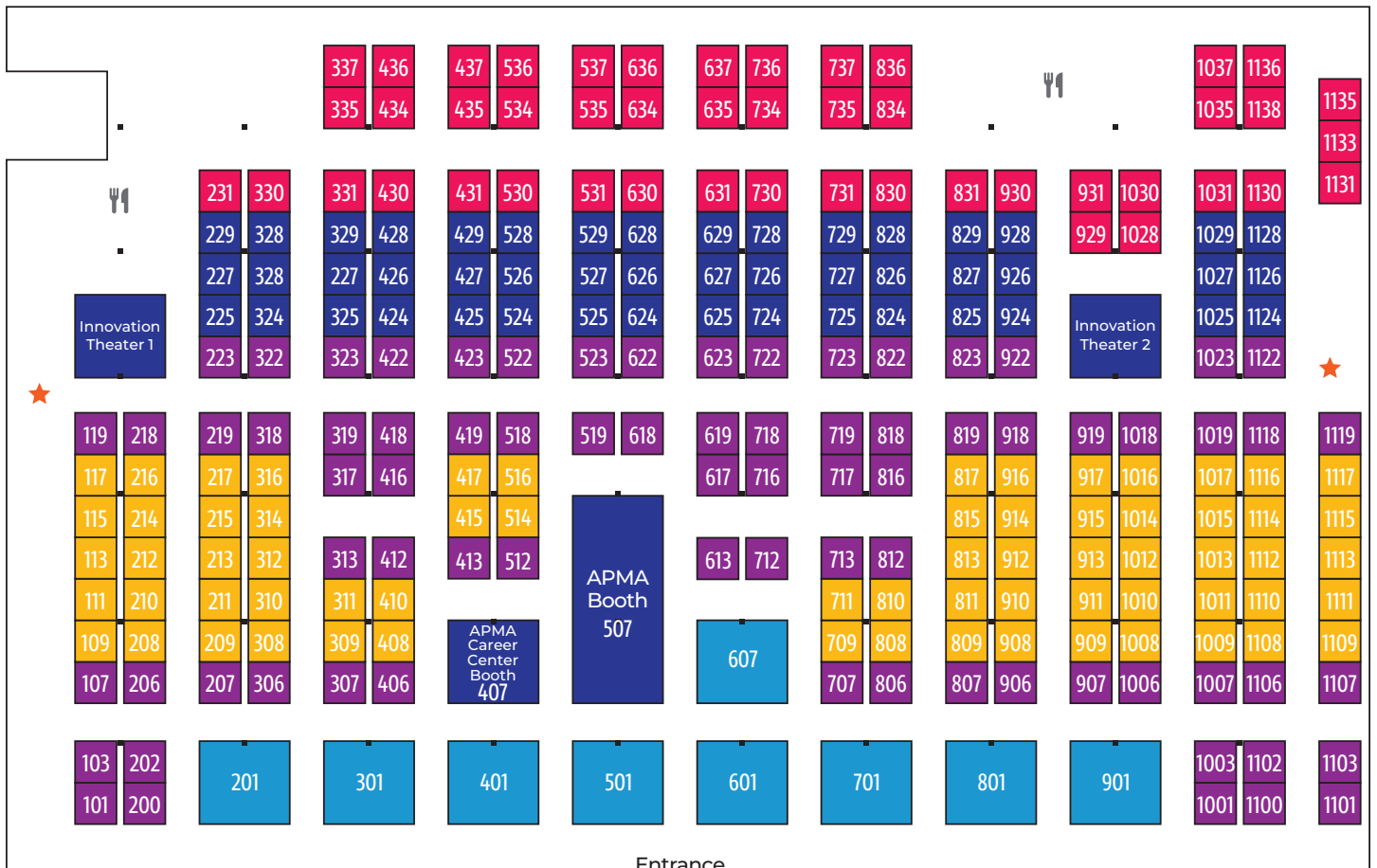
EXHIBIT HALL FLOORPLAN

BOOTH RATES		
BOOTH TYPE	THROUGH 1/13/2023	AFTER 1/13/2023
10 X 10 AISLE STANDARD	\$2,915	\$3,205
10 X 10 AISLE PREMIUM	\$3,025	\$3,325
10 X 10 CORNER STANDARD	\$3,135	\$3,440
10 X 10 CORNER PREMIUM	\$3,740	\$4,100
20 X 20 PREMIUM ISLAND	\$10,560	\$11,600

KEY

- ★ Scanning Station
- 🍴 Dining Area

- All booths are 10 x 10 unless otherwise noted.
- Booth is equipped with pipe, drape and company identification sign (sign available to island booths upon request).
- Booth fee does not include furnishings or any other booth supplies.
- The hall is not carpeted. All booth floors must be finished. Carpet order forms are included in the Exhibitor Services Manual.
- Ceiling height: 15'



Entrance



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EXHIBIT SPACE APPLICATION

Gaylord Opryland Resort & Convention Center • Ryman Exhibit Halls B4-B6

SUBMIT COMPLETED FORM AND CERTIFICATE OF INSURANCE (COI) TO:

Development Department | American Podiatric Medical Association, Inc.

9312 Old Georgetown Rd., Bethesda, MD 20814

Email: thenational@apma.org | Fax: 301-530-2752

COMPANY INFORMATION (to be published)

Company Name _____

(List name exactly as it should appear. APMA is not responsible for mistakes in information.)

Address _____

City/State/Zip _____

Phone _____

Website _____

Email _____

COMPANY INFORMATION (not published)

Contact Name/Title _____

Company Name *(if different from published information)* _____

Address *(if different from published information)* _____

City/State/Zip _____

Phone _____ Email _____

COMPANY TYPE

- | | |
|--|--|
| <input type="checkbox"/> Dermatology | <input type="checkbox"/> Pharmaceutical |
| <input type="checkbox"/> Diagnostic Equipment | <input type="checkbox"/> Podiatric Organization |
| <input type="checkbox"/> Education | <input type="checkbox"/> Practice Marketing |
| <input type="checkbox"/> Financial Services | <input type="checkbox"/> Publications |
| <input type="checkbox"/> Footwear/Hosiery | <input type="checkbox"/> Software (Billing/EHR) |
| <input type="checkbox"/> Insurance/Management Services | <input type="checkbox"/> Surgical Instruments |
| <input type="checkbox"/> Laser Therapy | <input type="checkbox"/> Surgical Products |
| <input type="checkbox"/> Medical Equipment & Supplies | <input type="checkbox"/> (Implants, Dressings, etc.) |
| <input type="checkbox"/> Office Equipment & Supplies | <input type="checkbox"/> Wound Care |
| <input type="checkbox"/> Orthotics | <input type="checkbox"/> Other (please specify): _____ |
| <input type="checkbox"/> Pain Management | |
| <input type="checkbox"/> Pathology Services | |

BOOTH SELECTIONS

Indicate up to four choices in the event that some of them have already been assigned. APMA reserves the right to assign the next-best substitute space when the requested space is not available, and to reassign exhibit space as necessary.

BOOTH TYPE: 10 x 10 10 x 20 20 x 20 Other _____

List desired location(s) in order of preference.

- _____ Cost: _____
- _____ Cost: _____
- _____ Cost: _____
- _____ Cost: _____

List up to two exhibitors you do not want in proximity to your booth(s). Specific names of companies must be listed. Once online sales open, APMA cannot assume responsibility for the location of competing companies.

- _____
- _____

INSURANCE

All exhibitors must provide a certificate of liability insurance (COI) that demonstrates compliance with show requirements. See "Insurance" section of the Rules and Regulations on the reverse side of this application for full details. Failure to submit a show-compliant COI by June 9, 2023 will be cause for cancellation of exhibit space.

- My show-complaint COI is attached.
 I will submit my show-compliant COI by June 9, 2023.

PAYMENT

FULL PAYMENT (required after May 12, 2023)

50-PERCENT DEPOSIT (minimum due) Failure to submit balance on or before Friday, May 12, 2023 will be cause for cancellation of exhibit space.

Enclosed is Check No. _____ in the amount of \$ _____

For ACH payment instructions, contact thenational@apma.org.

MasterCard VISA American Express

Will you secure housing within the APMA room block at the Gaylord? Yes No

A \$300 fee will be automatically applied if you secure housing outside of the APMA room block. See note under Hotel Reservations in regulations.

Card Number _____

Expiration Date _____ CSV Code (Required) _____

Name on Card _____

Address *(if different from information provided above)* _____

Signature (Required) _____

By submitting a signed copy of this contract, I hereby apply for exhibit space for the APMA Annual Scientific Meeting. I am an authorized representative of the company with full power sign and deliver this application. The company listed agrees to comply with all instructions, rules, and regulations included with this contract, and agrees to promptly submit all information requested.

Signature _____

Name (Print) _____

Date _____

APMA OFFICE USE: Booth Assignment _____

Payment 1 _____ Amount \$ _____

Authorization # _____

Payment 2 _____ Amount \$ _____

Authorization # _____

Meeting Sponsor Yes No Level: _____

Discount: _____ Final Booth Cost: _____

RULES AND REGULATIONS

APPROVAL: No agreement for the rental of exhibit space exists until American Podiatric Medical Association (APMA) provides written acceptance of Exhibitor's exhibit space rental application. At that time, these Rules and Regulations, along with the provisions contained in the application, will constitute a legally binding agreement between Exhibitor and APMA ("Agreement"), and Exhibitor agrees to comply with these Rules and Regulations, including any subsequently adopted rules and regulations.

ELIGIBILITY: APMA reserves the right to determine eligibility of Exhibitor for inclusion in the Event.

ASSIGNMENT OF SPACE: The method of determining space assignments shall be established by APMA and may be changed from time to time without notice to exhibitors. Exhibit space is currently assigned based on the exhibitor point system designed by APMA. Space assignments shall be as indicated on the APMA-accepted exhibit space rental application. However, should conditions or situations warrant, APMA reserves the right to rearrange exhibitors or adjust the floor plan to accommodate the best interest of the Event. The floor plan maintained by APMA shall be the official floor plan. Changes may occur at any time to accommodate Event needs.

RATES, DEPOSITS, AND REFUNDS: Booth space is charged as stated on the APMA-accepted exhibit space rental application. No booth will be assigned without a 50-percent deposit accompanying the exhibit space application. Space must be paid for in full no later than 60 days prior to the exhibit opening date. If full payment is not received by this date, the assigned space may be reassigned at the option of APMA without refund of the deposit. APMA will refund deposits in the event an exhibit application is declined. In the event of conflicts regarding space requests or conditions beyond its control, APMA reserves the right to rearrange the floor plan. Any space not claimed and occupied (for which no special arrangements have been made 24 hours prior to exhibit opening) will be resold or reassigned by APMA without obligation on the part of APMA for any refund whatsoever. APMA reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny delivery or installation of goods and services within the venue.

CANCELLATION: Cancellation of booth-space contracts must be sent to APMA in writing. Cancellations received by APMA at least 60 days prior to the Event opening date will be refunded, less a \$250 processing fee. No refund will be made if notice of cancellation is received by APMA fewer than 60 days prior to the Event opening date.

SUBLETTING SPACE: Exhibitor shall not assign, sublet, share, or apportion the whole or any part of its assigned space, or have representatives, products, equipment, signs, or printed materials from other than its own firm in its exhibit space without the written consent of APMA.

ASSIGNMENT/TRANSFER: The agreement is non-assignable by Exhibitor except where assignment is in connection with sale or other transfer of the assignor's trade or business to the assignee, but such an assignee shall display only products or services manufactured or marketed by the assignor. In the event of such an assignment, Exhibitor must provide written notification to APMA within five business days after the assignment, but in no event less than 60 days before the Event opening date. Should

APMA determine that Exhibitor is no longer eligible to exhibit at the Event (though previously deemed eligible), APMA may notify Exhibitor and may terminate this Agreement without liability upon written notice to Exhibitor.

HOTEL RESERVATIONS: APMA contracts with hotels to ensure adequate sleeping rooms to support the APMA Annual Meeting and to keep costs manageable for meeting attendees. This helps attract the target audience that is central to a successful exhibit hall and education program. Built into APMA hotel contracts are minimum numbers of prime, competitively priced sleeping rooms that must be sold in the APMA block or APMA will face attrition fees. Exhibitors and sponsors who need hotel accommodations must book in the official APMA room block. Any exhibitor or sponsor who violates this requirement will be automatically charged a fee of \$300 and, in APMA's discretion, may be subject to forfeiture of exhibit space or sponsorship and/or prohibited from participating in future APMA conferences or events. Please be advised that the only way to book a room at one of the APMA host hotels for The National is through the information provided by APMA. For your own protection, do not make reservations through any other housing provider or travel company. Reservations made other than through the information provided by APMA will be at your own risk. If you have been contacted by another company purporting to represent one of our host hotels or APMA, please report them at 301-581-9200 or thenational@apma.org.

EXHIBIT PERSONNEL: All representatives must be registered with the convention office. DPM exhibitors will be admitted to the annual meeting scientific sessions and be eligible to earn CECH only if they are additionally registered as a meeting participant.

INTELLECTUAL PROPERTY MATTERS: Exhibitor represents and warrants to APMA that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. Exhibitor agrees to immediately notify APMA of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights, or other intellectual property rights. Exhibitor agrees to indemnify, defend, and hold APMA, officers, trustees, directors, employees, agents, successors and assigns harmless from and against all losses, damages, and costs (including attorneys' fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights, and other intellectual property rights of any third party. Notwithstanding the foregoing, APMA, its officers, trustees, directors, employees, agents, and each of them, shall not be liable for and expressly disclaim all liability for infringement or alleged infringement of the trademarks, copyrights, or other intellectual property of any third party arising out of the actions of any exhibitors. The terms of this provision shall survive the termination or expiration of this Agreement.

USE OF APMA NAME AND LOGOS: APMA, the APMA logo, The National, and Event logo are registered trademarks owned by APMA. Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at The National. Participation in the Event does not imply endorsement or approval by APMA of any product, service, or participant and none shall be claimed by any participant.

INSTALLATION AND DISMANTLING: During set-up and dismantling of booths, no one under the age of eighteen is allowed in the exhibit hall.

Exhibits may be installed on Wednesday, July 12, 2023. Visit www.apma.org/exhibits for installation hours. All exhibits must be fully set up prior to show commencement. Exhibitors who require additional time for set-up must obtain prior approval from APMA. APMA reserves the right to alter exhibit hours in accordance with the convention program. Exhibitors will be duly notified if such changes are necessary. An exhibitor registration desk will be open during exhibit installation hours. Detailed exhibitor and hand carried freight guidelines will be included in the exhibitor service manual.

Exhibits are to be kept intact until the closing of the Exhibit Hall on Saturday, July 15, 2023, 2:00 p.m. No part of an exhibit shall be removed during the Show Hours without special permission from APMA. Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall, it may lose part or all of its priority points and may entirely lose the privilege of exhibiting at future APMA events. In addition, a penalty of \$500 will be assessed against exhibitors that dismantle prior to hall closing. Future requests for booth space will be denied unless this fine is paid.

All freight must be removed from Facility by Saturday, July 15, 2023, 6:00 p.m. If exhibits are not removed by this time, APMA reserves the right to remove exhibits and charge the expense to Exhibitor, and APMA shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal. Advance shipment to warehouse: All exhibit material and equipment must be consigned to GES, the official service contractor, and bills of lading must be completed with all charges fully prepaid. Visit www.apma.org/exhibits for additional information about advance and direct shipping.

TIPPING: GES requests that exhibitors do not tip its employees. They are paid on an excellent wage scale denoting a professional status, and tipping is not necessary. This policy applies to all GES employees.

EXHIBITOR LIABILITY: Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither APMA, including its directors, trustees, officers, employees, agents, and subcontractors, (collectively "Show Management") nor Facility are responsible for Exhibitor's property or any loss thereto from any cause. EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST FACILITY OR ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

INDEMNIFICATION: Exhibitor shall defend, indemnify, and hold Show Management (including successors and assigns) from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property caused by, arise from or grow out of Exhibitor's use or occupancy of the premises; any breach by Exhibitor of this Agreement (including these Rules and Regulations); any act, omission, negligence, gross negligence or willful misconduct of Exhibitor, or its employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors; failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; or the use of any product or service exhibited, or any claim or representation made in connection therewith, by Exhibitor or any person acting in its behalf;

provided, however, that Exhibitor shall not be liable to the extent, if any, such liabilities were caused solely by the gross negligence or willful misconduct of Show Management. Exhibitor agrees to make no claim for any act or omission of Show Management taken in accordance with, or to enforce, these regulations.

Exhibitor agrees that if any of Show Management is made a party to any litigation commenced by or against Exhibitor, or relating to this Agreement or the premises leased hereunder, then Exhibitor will pay all costs and expenses, including attorneys' fees, incurred by, or imposed upon Show Management by reason of such litigation. The terms of this provision shall survive the termination or expiration of this Agreement.

INSURANCE: All property of Exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the exhibit area. APMA, Gaylord Opryland Resort & Convention Center, and GES do not provide insurance covering Exhibitor's property. Exhibitor must provide a certificate of insurance verifying the following coverage:

- a. General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- b. Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- c. Workers' compensation with state statutory limits
- d. Employer's liability with limits not less than \$500,000
- e. Commercial umbrella liability with limits not less than \$5,000,000
- f. Personal property and equipment on a special form replacement cost basis

APMA (and its trustees, directors, officers, and employees), Facility, and GES shall be named as additional insureds on these policies. Exhibitor shall secure and furnish certificates to APMA before three (3) months prior to the first license day of facility usage, and maintain during the entire license period, above said policies. The policies shall provide that they will not be canceled or materially altered prior to the termination of the facility license period or until APMA has been given at least 30 days' written notice of such cancellation or alteration.

USE OF SPACE — GENERAL:

- a. Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. APMA also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at The National.
- b. Exhibitor is prohibited from possessing, displaying, or depicting any products or components or company names in its booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- c. No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- d. Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers, or labels will be permitted as handouts.
- e. Any special promotions, music, or stunts planned by Exhibitor at any time during the Event must be approved with APMA. Details

should be submitted to Show Management via email to thenational@apma.org at least 10 business days prior to the start of the Event. APMA reserves the right to designate specific days and hours during which special promotions and stunts may be conducted if they are permitted at all.

- f. APMA allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of APMA. Exhibitor must abide by all State, County and City statutes and regulations regarding drawings, games of chance and raffles.
- g. No animals are permitted in the Facility other than service animals.
- h. Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in May. The Facility has reserved the right to update, change, or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual, Exhibitor may email thenational@apma.org.
- i. Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses, or other damages, arising out of Exhibitor's breach of this provision and the consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Agreement. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV
950 Pennsylvania Avenue, NW
Washington, D.C. 20530 USA
phone: +1.800.514.0301 (voice)
+1.800.514.0383 (TTY)
website: www.ada.gov

- j. Balloons are not permitted in the exhibit hall.
- k. All booth personnel must be properly and modestly clothed.
- l. Exhibitor is permitted to serve food and non-alcoholic beverages in its booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender, but all beverages and food must be ordered through the Facility's caterer.
- m. Exhibitor is permitted to provide alcoholic beverages in its booth during the Exhibit Hall Evening Receptions. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and must be ordered through the Facility's caterer.
- n. All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual.
- o. Exhibitor is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own, unless express permission is provided by APMA, subject to APMA's sole discretion. Aerial photography, videography, or stunts of any kind by Exhibitor (e.g., use of drones) are strictly prohibited. Exhibitor acknowledges and agrees that APMA and its employees and contractors may take photographs/videos, which could include images of

Exhibitor, Exhibitor's name and logo, its representatives and its exhibits while attending the Event. Exhibitor hereby consents to and grants to APMA and its affiliates, the unrestricted, perpetual, worldwide, royalty-free, and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that APMA is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have related to or arising from the images or their use.

- p. Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of Exhibitor to pay applicable fees.
- q. Hanging signs are permitted in all Peninsulas, Modified Peninsulas, Split Islands, and Island hung at maximum of 20' (6.09 m) from the top of the sign to the floor. Hanging signs are NOT permitted in inline or perimeter booths.
- r. All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in all perimeter booths. All exhibit fixtures and booth structures are permitted to a maximum height of (16') (4.88 m) in all peninsulas, modified peninsulas, split islands, and island booths. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Services Manual. To obtain a copy prior to publication in the Exhibitor Services Manual, Exhibitor may email thenational@apma.org.
- s. If Exhibitor occupies an Island, Split Island, Peninsula or Modified Peninsula space, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by March 31, 2023. If Exhibitor received a written booth violation notice at the Event in prior year(s), Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by March 31, 2023. Floor plans should be submitted via email to thenational@apma.org.
- t. Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

USE OF SPACE—LIGHTS/AUDIO/VEHICLES, ETC.:

- a. No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- b. Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- c. No strobe light effects are permitted.
- d. Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- e. Loudspeakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests, are not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.

- f. No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approval by March 31, 2023.
- g. Vehicles may not be displayed without prior written approval from APMA and the Public Safety Department of the Facility.

FIRE REGULATIONS:

- a. All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Nashville Fire Prevention Division.
- b. If Exhibitor has equipment that produces heat, smoke, or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment, and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Nashville Fire Prevention Division and from APMA. A heat-producing device form to request approval from the Nashville Fire Prevention Division is included in the Exhibitor Services Manual.
- c. A complete list of all fire regulations is included in the Exhibitor Services Manual. The Nashville Fire Prevention Division has reserved the right to update, change, or amend its rules and regulations after publication in the Exhibitor Services Manual.

LABOR RELATIONS:

- a. Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from the local union. Any labor services that may be required beyond what Exhibitor's regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through GES. Proof of full-time employment status may be requested by the Union Steward of any personnel working in Exhibitor's booth.
- b. If Exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle its booth, Exhibitor must register their EAC no later than June 9, 2023. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with APMA for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to always wear both a Facility Access Credential and individual Event credential.
- c. Exhibitor may hand carry its own materials into the Facility. The use or rental of dollies, flat trucks, and other mechanical equipment, however, is not permitted. GES controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand-carry items. Unloading and reloading at the dock of any and all contracted carriers are managed by the General Services Contractor. A dock is provided for use by privately operated vehicles.

FDA REGULATIONS: Exhibitors shall comply with all applicable Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of

investigational and preapproved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses. Any product not FDA-approved for a particular use or not commercially available in the US may be exhibited only if accompanied by easily visible signs indicating the status of the product.

EXHIBITOR SERVICES MANUAL: In May, GES will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show Hours, and dismantle.

SOCIAL FUNCTIONS/SPECIAL EVENTS: Any social function or special event planned by Exhibitor to take place in conjunction with or during The National annual meeting must be pre-approved by APMA. Exhibitor agrees to refrain from sponsoring hospitality suites/rooms or other functions during official conference and exposition activities, including exhibit hours, social functions, educational seminars, and any other related activity scheduled by APMA and/or Show Management. Distribution of Exhibitor materials is not permitted to attendee sleeping room doors, APMA meeting rooms, or anywhere else in the hotel and/or Facility except in the specified booth space.

ATTENDEE LISTS: Attendee lists from the Event are distributed only to exhibiting companies, other official partners, and attendees. Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of APMA. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred, or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR) and the California Consumer Privacy Act (CCPA). Exhibitor shall indemnify and hold Show Management harmless from the performance or breach of this provision by Exhibitor, its employees, agents, or contractors. The terms of this provision shall survive the termination or expiration of this Agreement.

WARRANTIES: APMA MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE AVAILABILITY OR SUITABILITY OF THE CONTRACTORS, SERVICES, AND/OR EQUIPMENT OF THE FACILITY, APMA, OR THEIR RESPECTIVE EMPLOYEES, AGENTS, OR CONTRACTORS.

FORCE MAJEURE: APMA shall not be deemed to be in default of any provision of the Agreement, or for failures in performance in whole or in part (including cancellation, postponement, or re-siting the exhibit or reducing the installation time, exhibit time, or move-out time), resulting from acts or events beyond its reasonable control (a "Force Majeure Event") for the duration of the Force Majeure Event. Such Force Majeure Events shall include, but are not limited to acts of God, war, terrorism, government orders or regulations, court order, disaster, weather catastrophes, oil spills, strikes or other labor disputes, civil disorder, fire, flood, curtailment of transportation facilities, World Health Organization (WHO) or governmental restrictions on travel, transportation, or gatherings, epidemics/pandemics, public health emergencies, or other emergency or event beyond APMA's reasonable control that make it inadvisable, illegal or impracticable to perform its obligations under this Agreement, including, if applicable, to conduct the Event.

AMENDMENTS/ INTERPRETATION: APMA reserves the right to amend and enforce this

Agreement. Written notice of any amendments shall be given to Exhibitor. Exhibitor, for itself, its agents, and employees, agrees to abide by this Agreement set forth therein, or by any subsequent amendments. APMA reserves the sole right to interpret this Agreement. All interpretations are final and are not subject to review or to appeal. Exhibitor, in the sole interpretation of APMA, shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of APMA.

ENFORCEMENT/MISCELLANEOUS: This Agreement is the entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes any prior understandings and agreements between the parties whether written or oral. If any provision of this Agreement is held to be invalid, void, or unenforceable, all other provisions will remain valid and be enforced and construed as if such invalid provision was never a part of this Agreement.

This Agreement is governed by Maryland law and Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Montgomery County, Maryland, with respect to any action arising out of this Agreement or APMA. The parties explicitly acknowledge and agree that the provisions of this Agreement are both reasonable and enforceable.

This Agreement shall be binding on Exhibitor's heirs, successors, and assigns.

LIMITATION OF LIABILITY: IN NO EVENT SHALL THE FACILITY, THE NATIONAL, OR APMA, OR ANY OF THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS, DIRECTORS, TRUSTEES, AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, OR AFFILIATES (COLLECTIVELY "APMA PARTIES") BE LIABLE TO EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS AGREEMENT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS AGREEMENT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE APMA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

EXHIBITOR AGREES THAT APMA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE APMA PARTIES AGAINST ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY APMA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.

PERSONAL INFORMATION CONSENT: Exhibitor acknowledges that personal information of its company contacts may be used by APMA (a) to fulfill the purpose and obligations of this Agreement; (b) to communicate other information about APMA; (c) to engage in outreach to solicit corporate support of APMA in the future; and (d) in furtherance of any other purpose outlined in APMA's privacy policy.

PROBLEMS: Problems should be reported to the APMA exhibit hall manager, APMA meetings director, or the APMA executive director.



**APMA ANNUAL
SCIENTIFIC MEETING**
NASHVILLE | JULY 13-16, 2023

EXHIBIT SPACE APPLICATION

Gaylord Opryland Resort & Convention Center • Ryman Exhibit Halls B4-B6

SUBMIT COMPLETED FORM AND CERTIFICATE OF INSURANCE (COI) TO:

Development Department | American Podiatric Medical Association, Inc.

9312 Old Georgetown Rd., Bethesda, MD 20814

Email: thenational@apma.org | Fax: 301-530-2752

COMPANY INFORMATION (to be published)

Company Name _____

(List name exactly as it should appear. APMA is not responsible for mistakes in information.)

Address _____

City/State/Zip _____

Phone _____

Website _____

Email _____

COMPANY INFORMATION (to be published)

Contact Name/Title _____

Company Name *(if different from published information)* _____

Address *(if different from published information)* _____

City/State/Zip _____

Phone _____ Email _____

COMPANY TYPE

- | | |
|--|--|
| <input type="checkbox"/> Dermatology | <input type="checkbox"/> Pharmaceutical |
| <input type="checkbox"/> Diagnostic Equipment | <input type="checkbox"/> Podiatric Organization |
| <input type="checkbox"/> Education | <input type="checkbox"/> Practice Marketing |
| <input type="checkbox"/> Financial Services | <input type="checkbox"/> Publications |
| <input type="checkbox"/> Footwear/Hosiery | <input type="checkbox"/> Software (Billing/EHR) |
| <input type="checkbox"/> Insurance/Management Services | <input type="checkbox"/> Surgical Instruments |
| <input type="checkbox"/> Laser Therapy | <input type="checkbox"/> Surgical Products |
| <input type="checkbox"/> Medical Equipment & Supplies | <input type="checkbox"/> (Implants, Dressings, etc.) |
| <input type="checkbox"/> Office Equipment & Supplies | <input type="checkbox"/> Wound Care |
| <input type="checkbox"/> Orthotics | <input type="checkbox"/> Other (please specify): _____ |
| <input type="checkbox"/> Pain Management | |
| <input type="checkbox"/> Pathology Services | |

BOOTH SELECTIONS

Indicate up to four choices in the event that some of them have already been assigned. APMA reserves the right to assign the next-best substitute space when the requested space is not available, and to reassign exhibit space as necessary.

BOOTH TYPE: 10 x 10 10 x 20 20 x 20 Other _____

List desired location(s) in order of preference.

- _____ Cost: _____
- _____ Cost: _____
- _____ Cost: _____
- _____ Cost: _____

List up to two exhibitors you do not want in proximity to your booth(s). Specific names of companies must be listed. Once online sales open, APMA cannot assume responsibility for the location of competing companies.

- _____
- _____

INSURANCE

All exhibitors must provide a certificate of liability insurance (COI) that demonstrates compliance with show requirements. See "Insurance" section of the Rules and Regulations on the reverse side of this application for full details. Failure to submit a show-compliant COI by June 9, 2023 will be cause for cancellation of exhibit space.

- My show-complaint COI is attached.
 I will submit my show-compliant COI by June 9, 2023.

PAYMENT

FULL PAYMENT (required after May 12, 2023)

50-PERCENT DEPOSIT (minimum due) Failure to submit balance on or before Friday, May 12, 2023 will be cause for cancellation of exhibit space.

Enclosed is Check No. _____ in the amount of \$ _____

For ACH payment instructions, contact thenational@apma.org.

MasterCard VISA American Express

Will you secure housing within the APMA room block at the Gaylord? Yes No

A \$300 fee will be automatically applied if you secure housing outside of the APMA room block. See note under Hotel Reservations in regulations.

Card Number _____

Expiration Date _____ CSV Code (Required) _____

Name on Card _____

Address *(if different from information provided above)* _____

Signature (Required) _____

By submitting a signed copy of this contract, I hereby apply for exhibit space for the APMA Annual Scientific Meeting. I am an authorized representative of the company with full power sign and deliver this application. The company listed agrees to comply with all instructions, rules, and regulations included with this contract, and agrees to promptly submit all information requested.

Signature _____

Name (Print) _____

Date _____

APMA OFFICE USE: Booth Assignment _____

Payment 1 _____ Amount \$ _____

Authorization # _____

Payment 2 _____ Amount \$ _____

Authorization # _____

Meeting Sponsor Yes No Level: _____

Discount: _____ Final Booth Cost: _____

RULES AND REGULATIONS

APPROVAL: No agreement for the rental of exhibit space exists until American Podiatric Medical Association (APMA) provides written acceptance of Exhibitor's exhibit space rental application. At that time, these Rules and Regulations, along with the provisions contained in the application, will constitute a legally binding agreement between Exhibitor and APMA ("Agreement"), and Exhibitor agrees to comply with these Rules and Regulations, including any subsequently adopted rules and regulations.

ELIGIBILITY: APMA reserves the right to determine eligibility of Exhibitor for inclusion in the Event.

ASSIGNMENT OF SPACE: The method of determining space assignments shall be established by APMA and may be changed from time to time without notice to exhibitors. Exhibit space is currently assigned based on the exhibitor point system designed by APMA. Space assignments shall be as indicated on the APMA-accepted exhibit space rental application. However, should conditions or situations warrant, APMA reserves the right to rearrange exhibitors or adjust the floor plan to accommodate the best interest of the Event. The floor plan maintained by APMA shall be the official floor plan. Changes may occur at any time to accommodate Event needs.

RATES, DEPOSITS, AND REFUNDS: Booth space is charged as stated on the APMA-accepted exhibit space rental application. No booth will be assigned without a 50-percent deposit accompanying the exhibit space application. Space must be paid for in full no later than 60 days prior to the exhibit opening date. If full payment is not received by this date, the assigned space may be reassigned at the option of APMA without refund of the deposit. APMA will refund deposits in the event an exhibit application is declined. In the event of conflicts regarding space requests or conditions beyond its control, APMA reserves the right to rearrange the floor plan. Any space not claimed and occupied (for which no special arrangements have been made 24 hours prior to exhibit opening) will be resold or reassigned by APMA without obligation on the part of APMA for any refund whatsoever. APMA reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny delivery or installation of goods and services within the venue.

CANCELLATION: Cancellation of booth-space contracts must be sent to APMA in writing. Cancellations received by APMA at least 60 days prior to the Event opening date will be refunded, less a \$250 processing fee. No refund will be made if notice of cancellation is received by APMA fewer than 60 days prior to the Event opening date.

SUBLETTING SPACE: Exhibitor shall not assign, sublet, share, or apportion the whole or any part of its assigned space, or have representatives, products, equipment, signs, or printed materials from other than its own firm in its exhibit space without the written consent of APMA.

ASSIGNMENT/TRANSFER: The agreement is non-assignable by Exhibitor except where assignment is in connection with sale or other transfer of the assignor's trade or business to the assignee, but such an assignee shall display only products or services manufactured or marketed by the assignor. In the event of such an assignment, Exhibitor must provide written notification to APMA within five business days after the assignment, but in no event less than 60 days before the Event opening date. Should

APMA determine that Exhibitor is no longer eligible to exhibit at the Event (though previously deemed eligible), APMA may notify Exhibitor and may terminate this Agreement without liability upon written notice to Exhibitor.

HOTEL RESERVATIONS: APMA contracts with hotels to ensure adequate sleeping rooms to support the APMA Annual Meeting and to keep costs manageable for meeting attendees. This helps attract the target audience that is central to a successful exhibit hall and education program. Built into APMA hotel contracts are minimum numbers of prime, competitively priced sleeping rooms that must be sold in the APMA block or APMA will face attrition fees. Exhibitors and sponsors who need hotel accommodations must book in the official APMA room block. Any exhibitor or sponsor who violates this requirement will be automatically charged a fee of \$300 and, in APMA's discretion, may be subject to forfeiture of exhibit space or sponsorship and/or prohibited from participating in future APMA conferences or events. Please be advised that the only way to book a room at one of the APMA host hotels for The National is through the information provided by APMA. For your own protection, do not make reservations through any other housing provider or travel company. Reservations made other than through the information provided by APMA will be at your own risk. If you have been contacted by another company purporting to represent one of our host hotels or APMA, please report them at 301-581-9200 or thenational@apma.org.

EXHIBIT PERSONNEL: All representatives must be registered with the convention office. DPM exhibitors will be admitted to the annual meeting scientific sessions and be eligible to earn CECH only if they are additionally registered as a meeting participant.

INTELLECTUAL PROPERTY MATTERS: Exhibitor represents and warrants to APMA that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. Exhibitor agrees to immediately notify APMA of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights, or other intellectual property rights. Exhibitor agrees to indemnify, defend, and hold APMA, officers, trustees, directors, employees, agents, successors and assigns harmless from and against all losses, damages, and costs (including attorneys' fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights, and other intellectual property rights of any third party. Notwithstanding the foregoing, APMA, its officers, trustees, directors, employees, agents, and each of them, shall not be liable for and expressly disclaim all liability for infringement or alleged infringement of the trademarks, copyrights, or other intellectual property of any third party arising out of the actions of any exhibitors. The terms of this provision shall survive the termination or expiration of this Agreement.

USE OF APMA NAME AND LOGOS: APMA, the APMA logo, The National, and Event logo are registered trademarks owned by APMA. Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at The National. Participation in the Event does not imply endorsement or approval by APMA of any product, service, or participant and none shall be claimed by any participant.

INSTALLATION AND DISMANTLING: During set-up and dismantling of booths, no one under the age of eighteen is allowed in the exhibit hall.

Exhibits may be installed on Wednesday, July 12, 2023. Visit www.apma.org/exhibits for installation hours. All exhibits must be fully set up prior to show commencement. Exhibitors who require additional time for set-up must obtain prior approval from APMA. APMA reserves the right to alter exhibit hours in accordance with the convention program. Exhibitors will be duly notified if such changes are necessary. An exhibitor registration desk will be open during exhibit installation hours. Detailed exhibitor and hand carried freight guidelines will be included in the exhibitor service manual.

Exhibits are to be kept intact until the closing of the Exhibit Hall on Saturday, July 15, 2023, 2:00 p.m. No part of an exhibit shall be removed during the Show Hours without special permission from APMA. Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall, it may lose part or all of its priority points and may entirely lose the privilege of exhibiting at future APMA events. In addition, a penalty of \$500 will be assessed against exhibitors that dismantle prior to hall closing. Future requests for booth space will be denied unless this fine is paid.

All freight must be removed from Facility by Saturday, July 15, 2023, 6:00 p.m. If exhibits are not removed by this time, APMA reserves the right to remove exhibits and charge the expense to Exhibitor, and APMA shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal. Advance shipment to warehouse: All exhibit material and equipment must be consigned to GES, the official service contractor, and bills of lading must be completed with all charges fully prepaid. Visit www.apma.org/exhibits for additional information about advance and direct shipping.

TIPPING: GES requests that exhibitors do not tip its employees. They are paid on an excellent wage scale denoting a professional status, and tipping is not necessary. This policy applies to all GES employees.

EXHIBITOR LIABILITY: Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither APMA, including its directors, trustees, officers, employees, agents, and subcontractors, (collectively "Show Management") nor Facility are responsible for Exhibitor's property or any loss thereto from any cause. EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST FACILITY OR ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

INDEMNIFICATION: Exhibitor shall defend, indemnify, and hold Show Management (including successors and assigns) from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property caused by, arise from or grow out of Exhibitor's use or occupancy of the premises; any breach by Exhibitor of this Agreement (including these Rules and Regulations); any act, omission, negligence, gross negligence or willful misconduct of Exhibitor, or its employees, representatives, servants, agents, invitees, patrons, guests, licensees, or contractors; failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; or the use of any product or service exhibited, or any claim or representation made in connection therewith, by Exhibitor or any person acting in its behalf;

provided, however, that Exhibitor shall not be liable to the extent, if any, such liabilities were caused solely by the gross negligence or willful misconduct of Show Management. Exhibitor agrees to make no claim for any act or omission of Show Management taken in accordance with, or to enforce, these regulations.

Exhibitor agrees that if any of Show Management is made a party to any litigation commenced by or against Exhibitor, or relating to this Agreement or the premises leased hereunder, then Exhibitor will pay all costs and expenses, including attorneys' fees, incurred by, or imposed upon Show Management by reason of such litigation. The terms of this provision shall survive the termination or expiration of this Agreement.

INSURANCE: All property of Exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the exhibit area. APMA, Gaylord Opryland Resort & Convention Center, and GES do not provide insurance covering Exhibitor's property. Exhibitor must provide a certificate of insurance verifying the following coverage:

- a. General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- b. Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- c. Workers' compensation with state statutory limits
- d. Employer's liability with limits not less than \$500,000
- e. Commercial umbrella liability with limits not less than \$5,000,000
- f. Personal property and equipment on a special form replacement cost basis

APMA (and its trustees, directors, officers, and employees), Facility, and GES shall be named as additional insureds on these policies. Exhibitor shall secure and furnish certificates to APMA before three (3) months prior to the first license day of facility usage, and maintain during the entire license period, above said policies. The policies shall provide that they will not be canceled or materially altered prior to the termination of the facility license period or until APMA has been given at least 30 days' written notice of such cancellation or alteration.

USE OF SPACE — GENERAL:

- a. Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. APMA also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at The National.
- b. Exhibitor is prohibited from possessing, displaying, or depicting any products or components or company names in its booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- c. No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- d. Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers, or labels will be permitted as handouts.
- e. Any special promotions, music, or stunts planned by Exhibitor at any time during the Event must be approved with APMA. Details

should be submitted to Show Management via email to thenational@apma.org at least 10 business days prior to the start of the Event. APMA reserves the right to designate specific days and hours during which special promotions and stunts may be conducted if they are permitted at all.

- f. APMA allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of APMA. Exhibitor must abide by all State, County and City statutes and regulations regarding drawings, games of chance and raffles.
- g. No animals are permitted in the Facility other than service animals.
- h. Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in May. The Facility has reserved the right to update, change, or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual, Exhibitor may email thenational@apma.org.
- i. Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses, or other damages, arising out of Exhibitor's breach of this provision and the consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Agreement. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV
950 Pennsylvania Avenue, NW
Washington, D.C. 20530 USA
phone: +1.800.514.0301 (voice)
+1.800.514.0383 (TTY)
website: www.ada.gov

- j. Balloons are not permitted in the exhibit hall.
- k. All booth personnel must be properly and modestly clothed.
- l. Exhibitor is permitted to serve food and non-alcoholic beverages in its booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender, but all beverages and food must be ordered through the Facility's caterer.
- m. Exhibitor is permitted to provide alcoholic beverages in its booth during the Exhibit Hall Evening Receptions. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and must be ordered through the Facility's caterer.
- n. All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual.
- o. Exhibitor is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own, unless express permission is provided by APMA, subject to APMA's sole discretion. Aerial photography, videography, or stunts of any kind by Exhibitor (e.g., use of drones) are strictly prohibited. Exhibitor acknowledges and agrees that APMA and its employees and contractors may take photographs/videos, which could include images of

Exhibitor, Exhibitor's name and logo, its representatives and its exhibits while attending the Event. Exhibitor hereby consents to and grants to APMA and its affiliates, the unrestricted, perpetual, worldwide, royalty-free, and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that APMA is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have related to or arising from the images or their use.

- p. Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of Exhibitor to pay applicable fees.
- q. Hanging signs are permitted in all Peninsulas, Modified Peninsulas, Split Islands, and Island hung at maximum of 20' (6.09 m) from the top of the sign to the floor. Hanging signs are NOT permitted in inline or perimeter booths.
- r. All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in all perimeter booths. All exhibit fixtures and booth structures are permitted to a maximum height of (16') (4.88 m) in all peninsulas, modified peninsulas, split islands, and island booths. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Services Manual. To obtain a copy prior to publication in the Exhibitor Services Manual, Exhibitor may email thenational@apma.org.
- s. If Exhibitor occupies an Island, Split Island, Peninsula or Modified Peninsula space, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by March 31, 2023. If Exhibitor received a written booth violation notice at the Event in prior year(s), Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by March 31, 2023. Floor plans should be submitted via email to thenational@apma.org.
- t. Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

USE OF SPACE—LIGHTS/AUDIO/VEHICLES, ETC.:

- a. No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- b. Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- c. No strobe light effects are permitted.
- d. Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- e. Loudspeakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests, are not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.

- f. No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approval by March 31, 2023.
- g. Vehicles may not be displayed without prior written approval from APMA and the Public Safety Department of the Facility.

FIRE REGULATIONS:

- a. All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Nashville Fire Prevention Division.
- b. If Exhibitor has equipment that produces heat, smoke, or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment, and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Nashville Fire Prevention Division and from APMA. A heat-producing device form to request approval from the Nashville Fire Prevention Division is included in the Exhibitor Services Manual.
- c. A complete list of all fire regulations is included in the Exhibitor Services Manual. The Nashville Fire Prevention Division has reserved the right to update, change, or amend its rules and regulations after publication in the Exhibitor Services Manual.

LABOR RELATIONS:

- a. Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from the local union. Any labor services that may be required beyond what Exhibitor's regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through GES. Proof of full-time employment status may be requested by the Union Steward of any personnel working in Exhibitor's booth.
- b. If Exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle its booth, Exhibitor must register their EAC no later than June 9, 2023. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with APMA for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to always wear both a Facility Access Credential and individual Event credential.
- c. Exhibitor may hand carry its own materials into the Facility. The use or rental of dollies, flat trucks, and other mechanical equipment, however, is not permitted. GES controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand-carry items. Unloading and reloading at the dock of any and all contracted carriers are managed by the General Services Contractor. A dock is provided for use by privately operated vehicles.

FDA REGULATIONS: Exhibitors shall comply with all applicable Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of

investigational and preapproved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses. Any product not FDA-approved for a particular use or not commercially available in the US may be exhibited only if accompanied by easily visible signs indicating the status of the product.

EXHIBITOR SERVICES MANUAL: In May, GES will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show Hours, and dismantle.

SOCIAL FUNCTIONS/SPECIAL EVENTS: Any social function or special event planned by Exhibitor to take place in conjunction with or during The National annual meeting must be pre-approved by APMA. Exhibitor agrees to refrain from sponsoring hospitality suites/rooms or other functions during official conference and exposition activities, including exhibit hours, social functions, educational seminars, and any other related activity scheduled by APMA and/or Show Management. Distribution of Exhibitor materials is not permitted to attendee sleeping room doors, APMA meeting rooms, or anywhere else in the hotel and/or Facility except in the specified booth space.

ATTENDEE LISTS: Attendee lists from the Event are distributed only to exhibiting companies, other official partners, and attendees. Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of APMA. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred, or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR) and the California Consumer Privacy Act (CCPA). Exhibitor shall indemnify and hold Show Management harmless from the performance or breach of this provision by Exhibitor, its employees, agents, or contractors. The terms of this provision shall survive the termination or expiration of this Agreement.

WARRANTIES: APMA MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE AVAILABILITY OR SUITABILITY OF THE CONTRACTORS, SERVICES, AND/OR EQUIPMENT OF THE FACILITY, APMA, OR THEIR RESPECTIVE EMPLOYEES, AGENTS, OR CONTRACTORS.

FORCE MAJEURE: APMA shall not be deemed to be in default of any provision of the Agreement, or for failures in performance in whole or in part (including cancellation, postponement, or re-siting the exhibit or reducing the installation time, exhibit time, or move-out time), resulting from acts or events beyond its reasonable control (a "Force Majeure Event") for the duration of the Force Majeure Event. Such Force Majeure Events shall include, but are not limited to acts of God, war, terrorism, government orders or regulations, court order, disaster, weather catastrophes, oil spills, strikes or other labor disputes, civil disorder, fire, flood, curtailment of transportation facilities, World Health Organization (WHO) or governmental restrictions on travel, transportation, or gatherings, epidemics/pandemics, public health emergencies, or other emergency or event beyond APMA's reasonable control that make it inadvisable, illegal or impracticable to perform its obligations under this Agreement, including, if applicable, to conduct the Event.

AMENDMENTS/ INTERPRETATION: APMA reserves the right to amend and enforce this

Agreement. Written notice of any amendments shall be given to Exhibitor. Exhibitor, for itself, its agents, and employees, agrees to abide by this Agreement set forth therein, or by any subsequent amendments. APMA reserves the sole right to interpret this Agreement. All interpretations are final and are not subject to review or to appeal. Exhibitor, in the sole interpretation of APMA, shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of APMA.

ENFORCEMENT/MISCELLANEOUS: This Agreement is the entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes any prior understandings and agreements between the parties whether written or oral. If any provision of this Agreement is held to be invalid, void, or unenforceable, all other provisions will remain valid and be enforced and construed as if such invalid provision was never a part of this Agreement.

This Agreement is governed by Maryland law and Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Montgomery County, Maryland, with respect to any action arising out of this Agreement or APMA. The parties explicitly acknowledge and agree that the provisions of this Agreement are both reasonable and enforceable.

This Agreement shall be binding on Exhibitor's heirs, successors, and assigns.

LIMITATION OF LIABILITY: IN NO EVENT SHALL THE FACILITY, THE NATIONAL, OR APMA, OR ANY OF THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS, DIRECTORS, TRUSTEES, AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, OR AFFILIATES (COLLECTIVELY "APMA PARTIES") BE LIABLE TO EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS AGREEMENT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS AGREEMENT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE APMA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

EXHIBITOR AGREES THAT APMA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE APMA PARTIES AGAINST ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY APMA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.

PERSONAL INFORMATION CONSENT: Exhibitor acknowledges that personal information of its company contacts may be used by APMA (a) to fulfill the purpose and obligations of this Agreement; (b) to communicate other information about APMA; (c) to engage in outreach to solicit corporate support of APMA in the future; and (d) in furtherance of any other purpose outlined in APMA's privacy policy.

PROBLEMS: Problems should be reported to the APMA exhibit hall manager, APMA meetings director, or the APMA executive director.