



# APPLICATION AND CONTRACT FOR SPONSORSHIP/EXHIBIT SPACE

## 2023 ANNUAL MEETING

### 1. PLEASE RESERVE EXHIBIT SPACE

for the company listed below at AAHCM Annual Meeting 2023. This application becomes valid only after being signed by Exhibitor and a confirmation of space has been issued with a receipt of payment acknowledged by Exhibit Management.

Exhibiting Company Name \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Country \_\_\_\_\_

Phone \_\_\_\_\_

Contact Person \_\_\_\_\_ E-mail \_\_\_\_\_

### 2. SPONSOR/EXHIBITOR PRICING AND SELECTION

All booths are 10' x 10' and will include one 6' table and two chairs. AAHCM will provide a booth ID signs.

Sponsor Level	Price
Diamond Sponsor.....	\$35,000
Welcome Reception Sponsor .....	\$30,000
Platinum Sponsor .....	\$20,000
President's Reception Sponsor .....	\$20,000
Lunch Sponsor (2).....	\$20,000
Gold Sponsor .....	\$15,000
Breakfast Sponsor (2).....	\$12,000
Silver Sponsor .....	\$10,000
Coffee Break Sponsor.....	\$10,000
Head Shot Lounge .....	\$10,000
New Leaders Networking Event .....	\$7,500
Hospital at Home Networking Event .....	\$7,500
Hotel Key Card .....	\$7,500
Lanyard Sponsor.....	\$7,500
Bronze Sponsor .....	\$5,000
Tote Bag Sponsor (1) .....	\$6,000
Branded Swag.....	\$6,000
Photo Booth Sponsor (1).....	\$3,750
Charging Station.....	\$3,500
Exhibitor.....	\$3,000

### 3. BOOTH SET UP AND MOVE OUT

All exhibits must be set up by 7:00 PM, Thursday, October 12, 2023, without exception. Exhibits must be removed from the Exhibit Hall between 1:30 PM and 3:30 PM on Saturday, October 14, 2023. Exhibitors will not be allowed to set up if payment has not been received by AAHCM.

### 4. PAYMENT

Payment can be made via credit card, check or ACH. Full payment is required to confirm your sponsorship/ space.

Cancellation Policy: If the exhibitor/sponsor notifies the Academy in writing of their intent to cancel the contract after acceptance but prior to June 1, 2023, a full refund of monies, minus a \$500 administrative fee, will be made. If the Academy receives a written request for cancellation of contract after June 1, 2023, the exhibitor/ sponsor will be liable for fifty percent (50%) of the full price of said exhibitor's booth space or sponsorship. No refunds will be made after August 1, 2023. In the event of cancellation by an exhibitor/ sponsor at no time can the cancellation fee be considered a donation or be recognized as support of AAHCM.

Once contract is received by AAHCM, it will be processed and an invoice will be sent to the contact person via email. Payment can be made by credit card, ACH or check and must be received by October 1, 2023. By signing this contract, you agree to pay the fee for sponsoring/exhibiting at the 2023 AAHCM Annual Meeting.

Meeting Dates: October 12-14, 2023

Exhibit Dates: October 13-14, 2023

Seattle Westin  
1900 5th Avenue  
Seattle, WA 98010

Exhibitor and Sponsor Contract - Terms and  
Conditions on next page.

### 5. SIGNED AND ACCEPTED BY AUTHORIZED AGENT of Exhibitor:

\_\_\_\_\_  
Accepted by / Exhibit Management: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

### 6. PLEASE ADDRESS ALL COMMUNICATION TO:

Shada Biabani, Associate Director  
AAHCM  
6728 Old McLean Village Dr., McLean, VA 22101  
Email: [shada@aaahcm.org](mailto:shada@aaahcm.org)  
[703.884.0170](tel:703.884.0170)

## Exhibit and Sponsorship Contract – Terms and Conditions

**1. APPLICATION AND ELIGIBILITY.** Application for exhibit booth space and/or sponsorship provided by AAHCM (hereinafter "the Academy"), must contain the information as requested, and be executed by an individual who has authority to act for the applicant. This exhibition is designed for the display and demonstration of products and services relating to home care medicine and those individuals attending the Academy's 2023 Annual Meeting. The Academy shall determine the eligibility of any company, product, or service. The Academy may reject the application of any company whose display of goods or services is not compatible, in the sole opinion of the Academy, with the educational character and objectives of the exhibition. In the event an application is not accepted, any paid space rental fees or deposits will be returned. This contract is binding upon receipt and acknowledgment by the Academy. Acknowledgment constitutes one or more of the following: Academy confirmation letter or e-mail message, shared conference information to exhibitor, receipt of exhibit kit or information.

**2. PAYMENT DATES.** No booths or sponsorship will be guaranteed until the Academy receives full payment of the total booth/sponsorship fee, along with a signed contract. If full payment is not received by August 31, 2023, the Academy will have the right to resell the assigned booth and or sponsorship space. The exhibitor/sponsor expressly understands and agrees that all amounts paid hereunder will be applied first to any outstanding obligations due the Academy by the exhibitor/sponsor, and then to the amounts due in accordance with this paragraph hereof, that any resulting arrearages must be paid within the time limits specified herein, and that the Academy will have the right to cancel this agreement if the exhibitor/sponsor is or becomes in arrears with respect to any outstanding obligation due the Academy.

**3. CANCELLATION OF EXHIBIT SPACE OR SPONSORSHIP.** Cancellation Policy: If the exhibitor/sponsor notifies the Academy in writing of their intent to cancel the contract after acceptance but prior to June 1, 2023, a full refund of monies, minus a \$500 administrative fee, will be made. If the Academy receives a written request for cancellation of contract after June 1, 2023, the exhibitor/sponsor will be liable for fifty percent (50%) of the full price of said exhibitor's booth space or sponsorship. No refunds will be made after August 1, 2023. In the event of cancellation by an exhibitor/sponsor at no time can the cancellation fee be considered a donation or be recognized as support of AAHCM.

If for any cause beyond the control of the Academy—such as, but not limited to, the destruction of the event venue by an act of God, the public enemy, authority of the law, or other force majeure—the Academy is unable to comply with the terms of this contract and deliver space allotted hereunder, this contract shall be considered terminated and any payments made hereunder by the exhibitor/sponsor shall be refunded, less expenses incurred by the Academy to the date of the termination allocable to the exhibitor/sponsor after proration thereof among all exhibitors/ sponsors.

**4. ASSIGNMENT OF BOOTH SPACE.** Space will be assigned according to the date contract and payment are received, the availability of the requested area, amount of space requested, special needs, and compatibility of the exhibitor's products with the Academy's aims and purposes. Highest level sponsors will have priority when space is assigned. The Academy reserves the right to assign space other than the choice requested, if necessary, and the right to rearrange the floor plan and/or relocate any exhibit.

**5. CONDUCT OF EXHIBITS.** The advertisement or display of goods or services other than those manufactured, distributed, or sold by the exhibitor in the regular course of business and identified in this contract is prohibited. An exhibitor may not assign, sublet, or apportion all or any part of the contracted booth space, nor may an exhibitor permit the display, promotion, sales, or marketing of non-exhibitor products or services. Interviews, demonstrations, and distribution of literature or samples must be made within the booth area assigned to the exhibitor. All sales activities must be compliant with the FDA and OIG. Canvassing or distributing of advertising outside the exhibitor's own booth will not be permitted. There is no restriction on selling in common networking spaces provided that sales transactions may be conducted only within the exhibitor's own booth.

Exhibitors are responsible to the Internal Revenue Service for the collection and submission of the applicable state and local sales taxes for sales which occur on the exhibit platform.

The Academy reserves the right to restrict the operation of, or evict completely, any exhibit which, in the sole opinion of the Academy, detracts from the general character of the exhibition as a whole. This applies to displays, literature, advertising novelties, souvenirs, conduct of persons, etc.

**6. BOOTH SETUP.** All exhibits must be set up by 7:00 pm Thursday, October 12, 2023, without exception.

**7. ADDITIONAL EXHIBITOR SERVICES.** There will be an official convention decorator for exhibitor services at this event. The Academy will send out information of these services at least 90 days prior to the conference. The decorator will provide additional decorating, furniture, signs, cleaning, electrical, audiovisual service, drayage, and labor. Exhibitors will contract directly with the decorator for these additional services.

**8. HOSPITALITY AND ENTERTAINMENT.** Hospitality suites or events sponsored by the exhibitors must be approved by the Academy in writing. No entertainment may be scheduled to conflict with the Academy's program hours, activity hours, or exhibit hours. The Academy has blocked suites at the hotel that will be available on a first-come, first-served basis. Please complete the Ancillary Room Request Form available on the AAHCM website.

**9. EXHIBIT STAFF REGISTRATION.** Prior to September 15, 2023 registration of two (2) per paid booth will be complimentary, provided that registrations are received by the Academy before September 15, 2023. There will be a \$150 charge for the registration of each additional booth representative who exceeds the 2-per-booth allotment. After September 15, 2023, an additional \$50 service fee will be incurred for the following:

- A. Registration of each representative
- B. Each name change
- C. Each lost badge or name substitution.

Each exhibitor who registered in advance will have a printed exhibitor badge available at the exhibitor registration area at the hotel. This badge will entitle registered exhibitors admission to the exhibit area, networking activities and Keynote Speaker Sessions only. Exhibitors must wear badges at all times—including during setup times, exhibit hours, and dismantling—in order to enter the exhibit area. Exhibitor staff, temporary help, and setup personnel must

wear exhibitor badges or other badges designated by the Academy or the Official Contractor. Exhibitor badges do not give admission to other conference functions, nor are they transferable.

**10. UNACCEPTABLE EXHIBITS.** The exhibitor agrees not to use any displays that the Academy determines, in its absolute discretion, will unreasonably endanger the person or property of the attendees or of the exhibitors, are in bad taste, are liable to discredit or subject the Academy to criticism or legal liability, are inconsistent with the stated purposes of the Academy and the interest and welfare of its members, are inimical to the property rights of the Academy, or violate the booth regulations or any other provision of this contract. In the event the Academy determines at any time that any exhibit may or does violate this contract and the exhibitor is unable or unwilling to cure or correct such violation, the Academy may terminate this agreement immediately and forbid erection of the exhibit or may remove or cause the exhibit to be removed at the exhibitor's expense, and the exhibitor hereby waives any claim for refund of the exhibit booth or other damages arising out of such termination and/or exhibit removal. Any exhibitor who is uncertain as to whether an exhibit is in compliance with all applicable regulations and requirements should contact the Academy.

**11. FDA REGULATIONS.** Exhibitors shall comply with all applicable U.S. Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and pre-approved 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 U.S. may be exhibited only if accompanied by easily visible signs indicating the status of the product. Exhibitors shall have available in their exhibit space a PDF letter from the FDA that describes the allowable use of any drug or device exhibited.

**12. AMERICANS WITH DISABILITIES ACT.** The exhibitor shall ensure that its booth and its promotional materials and activities comply with the Americans with Disabilities Act so as to allow persons with disabilities equal access to goods and services.

**13. INDEMNIFICATION.** The exhibitor agrees that it is responsible for the defense and payment of any and all claims, demands and suits on account of any alleged injuries, death or other loss by individuals, or damage to property or other loss, to any party occurring in the exhibit facility or elsewhere because of the acts or omissions of the exhibitor, its employees or agents, licensees, guests or contractors. The exhibitor agrees to defend, indemnify and hold harmless the Academy, the exhibit platform, and their respective owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "Indemnitees"), from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which any Indemnitee, its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the exhibitor, its officers, directors, employees, agents, contractors, or any other person or organization hired by the exhibitor. The term of this section shall survive the termination or expiration of this contract.

**14. FAILURE TO HAVE EXHIBIT BOOTH SET-UP.** Any exhibit space not completed by 7:00 pm Thursday, October 12, 2023 shall be forfeited by the exhibitor, and space may be resold, reassigned, or used by the Academy without refund, unless a request for delayed occupancy has received prior approval by the Academy in writing.

**15. ADVERTISING MATERIAL.** The use or distribution of any souvenirs during the convention shall be subject to prior written approval by the Academy. Such material shall be submitted to the Academy for approval 60 days prior to the convention. Except as otherwise provided, the Academy will not endorse, support, or be liable for the claims made by the exhibitors as to the qualities or merits of their products or services, and no advertising or mention will indicate, claim, or suggest such endorsement or support. All handouts must be distributed within the exhibit booths.

**16. PHOTOGRAPHY.** The Academy occasionally has photographs of exhibitors and their booth personnel taken during the exhibition and uses such photographs in its promotional materials. By virtue of the exhibitor's participation in the exhibition, the exhibitor, on behalf of its booth personnel, automatically agrees to usage of its booth personnel's likeness in such materials with no remuneration to exhibitor or to its booth personnel.

**17. MISCELLANEOUS.** The Academy shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors/sponsors and this exhibition. Any and all matters not specifically covered herein are subject to decision by the Academy. These terms and conditions may be amended at any time by the Academy upon written notice to all exhibitors/sponsors. The exhibitor/sponsor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by the Academy from time to time. This contract shall be interpreted under the laws of the United States and of the State of Illinois.

**18. LIMITATION OF LIABILITY.** IN NO EVENT SHALL Academy, EXHIBIT PLATFORM, AND THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "EXHIBITION PARTIES") BE LIABLE TO THE EXHIBITOR/SPONSOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR/SPONSOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION OR FOR ANY CLAIM BY THE EXHIBITOR/SPONSOR, EVEN IF ANY OF THE EXHIBITION PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR/SPONSOR AGREES THAT EXHIBITION PARTIES' SOLE AND MAXIMUM LIABILITY TO THE EXHIBITOR/SPONSOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. THE EXHIBITOR/SPONSOR AGREES TO INDEMNIFY AND DEFEND THE EXHIBITION PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR/SPONSOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR/SPONSOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY EXHIBITION PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT. EXHIBITOR/SPONSOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS..