

## **PNEG 2020 Exhibitor / Vendor Rules and Regulations:**

These rules and regulations are a bona fide part of the contract for exhibit space with the Professional Nurse Educator Group, hereinafter referred to as PNEG, for the Annual PNEG Conference, which is managed and run by Providence, hereinafter referred to as Show Management, on behalf of PNEG, the conferences sponsor. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well being of the Conference.

Each exhibitor / vendor, for themselves, their employees, and their contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives, and best interests of the Conference or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct.

Show Management reserves the right to refuse applications of concerns not meeting standards required or expected, as well as the right to curtail exhibits or parts of exhibits that reflect against the character of the Conference.

Show Management's decision and interpretation shall be accepted as final in all cases.

### **ELIGIBILITY.**

The technical exhibit area is open to exhibitors whose products and services are directly related to the health care field. Show Management reserves the right to reject applications for exhibit space of those exhibitors whose products or services do not meet this criteria.

### **EXHIBITOR / VENDOR REDUCTION / CANCELLATION POLICY.**

Receipt of a signed Booth Space Contract is a commitment to exhibit at PNEG 2020. Therefore, notification of booth space cancellation or reduction must be submitted in writing on company letterhead to Show Management, and exhibitors are required to pay appropriate fees or cancellation penalties. Exhibitors / vendors that cancel or reduce booth space will pay the following fees:

- For cancellation or reduction of booth space on or before May 11, 2020, the exhibitor will pay 20% of the total booth fee.
- For cancellation or reduction of booth space between May 11 and August 1, 2020, the exhibitor vendor will pay 50% of the total booth fee.
- For cancellation or reduction of booth space after August 1, 2020, the exhibitor / vendor will pay 100% of the total booth fee.

If a company reduces, increases, or cancels their exhibit booth at PNEG 2020, the registration badge allowance will be reduced, increased, or forfeited respectively. No-shows will be treated as cancellations.

It is expressly agreed by the exhibitor / vendor that in the event they fail to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the confirmed booth location or to take possession of said

space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor / vendor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by them for their space reservation, regardless of whether or not Show Management enters into a further lease for the space involved.

In case the exposition shall not be held for any reason whatsoever, then and thereupon the rental and lease of space to the exhibitor / vendor shall be terminated. In such case the limit claim for damage and/or compensation by the exhibitor / vendor shall be the return to the exhibitor / vendor of the prorata amount already paid for space for this specific event.

In the case that a sponsored item or event is cancelled by the organization for any reason whatsoever, then the amount paid for the specific sponsorship will be refunded to the sponsor.

#### **USE OF SPACE, SUBLETTING OF SPACE.**

No exhibitor / vendor shall assign, sublet or share the space allotted with another business or firm unless approval has been obtained in writing by Show Management. Exhibitors / vendors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors, or agents in the exhibitors / vendors display, parent or subsidiary companies excepted. Exhibitors / vendors must show only goods manufactured or dealt in by them in the regular course of business. Should an article of non-exhibiting firm be required for operation or demonstration in an exhibitor's / vendors display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit / vendor space will be permitted to solicit business within the Exhibit Areas.

#### **EXHIBITORS / VENDOR AUTHORIZED REPRESENTATIVE.**

Each exhibitor / vendor must name one person to be his representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor / vendor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, staffed and orderly at all times. For their own safety and protection, persons under the age of sixteen (16) may not staff the booth or assist in the move-in and/or move-out of any exhibit. Each booth may not be staffed with more than two (2) exhibiting personnel at one time per 8x3 table rented.

#### **INSTALLATION AND REMOVAL.**

Show Management reserves the right to set the time for the installation and removal of the Show. Any space not claimed and occupied by three hours prior to the published Show opening time may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exposition. Exhibits must be staffed during all Show hours and may not, to any extent, be dismantled before the Show closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

#### **EXHIBITS AND PUBLIC POLICY.**

Each exhibitor / vendor is charged with knowledge of all State, County, and City laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition.

Compliance with such laws is mandatory for all exhibitors / vendors and the sole responsibility is that of the exhibitor / vendor. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by the exhibitor / vendor.

The exhibitor / vendor must, at their expense, maintain and keep in good order their exhibit and the space for which he has contracted. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's / vendor's space, materials and operation is concerned. Should an exhibitor / vendor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them.

Exhibitors / vendors must comply with City and State fire regulations. All booth decorations must be flame-proofed and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform to the applicable standards established by various Governmental Agencies and standard fire inspection ordinances. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Independent contractors must conform to IAEE, ESCA and ED&PA guidelines and must be signatory to a current local collective bargaining agreement.

#### **STORAGE OF PACKING CRATES AND BOXES.**

Unattended freight in any display space as of one hour prior to Show opening will be removed and stored at the exhibitor's / vendor's sole risk and expense. Exhibitors / vendors will not be permitted to store packing crates and boxes in their space during the exhibit period; but these, when properly marked, will be stored and returned to the table by service contractors. It is the exhibitor's responsibility to mark and identify their packing containers. Items not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." The removal and return of all crates will be charged for at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the exhibitor / vendor after the Show will be removed at the exhibitor's / vendor's expense. Exhibitors / vendors will be billed by the service contractor for removal time and materials at prevailing rates. Neither Show Management, the service contractor nor the exhibit facility shall assume any liability whatsoever for loss or damage.

#### **SOCIAL ACTIVITIES.**

Any social function or special event planned by an exhibiting / vending company, to take place during the PNEG 2020 Conference, must be pre-approved by Show Management. Exhibitor / vendor agrees to withhold 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 PNEG and / or Show Management. Distribution of exhibitor materials is not permitted to attendee sleeping room doors, PNEG meeting rooms or anywhere else in the hotel and / or exhibit facility except in the specified booth space.

## **OPERATION OF EXHIBITS.**

Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Alcoholic Beverages. Exhibitors / vendors may not serve alcoholic beverages in the exhibit hall except with the written permission of Show Management.

Direct Sales. PNEG is a business to business trade event and retail sales are not allowed on the exhibit floor. If Show Management finds a company selling retail products in their booth the company will be escorted from the show and no refunds will be given.

Exhibitors / vendors are prohibited from selling contact information that has been collected from the conference. If leads of any kind are sold by an exhibitor, the exhibitor will lose all priority points and may be prohibited from exhibiting at future PROVIDENCE / PNEG conferences.

Promotions, Contests, Sweepstakes, Random

Drawings. In the event that exhibitor / vendor advertises, markets, promotes, and/or administers any type of promotion, including but not limited to giveaways, sweepstakes, drawings, contests in connection with the event (collectively "Promotion"), exhibitor vendor agrees that it shall use, publish and make available to entrants official rules for the Promotion. Exhibitor / vendor is solely responsible for: (1) compliance with all applicable laws in the advertising, marketing, promotion, and/or administration of the Promotion; and (2) all costs, damages, liabilities, losses or injuries occasioned by the same. In the event exhibitor / vendor does not comply with these provisions relating to Promotions PROVIDENCE may terminate the Promotion on notice to exhibitor / vendor. Exhibitors / vendors must receive written approval to giveaway booth items listed in the PNEG sponsorship prospectus. This includes but is not limited to tote bags, water bottles and lanyards as these are exclusive opportunities.

Show Management and its subsidiaries and affiliated companies and agencies, and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING OUT OF ANY PROMOTION, THE AWARDED, DELIVERY OR USE OF ANY PRIZE, OR ANY ACTIONS OR OMISSIONS OF EXHIBITOR / VENDOR OR ANY THIRD-PARTY IN CONNECTION WITH ANY PROMOTION. Exhibitor / vendor shall defend, indemnify, and hold the Released Parties harmless against, any and all costs or liability, for any injuries, losses or damages of any kind, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of

the prize or participation in or exclusion from any Promotion or in any Promotion-related activity, or any actions or omissions of exhibitor / vendor in connection with the Promotion.

Exhibitor / vendor may not use any PNEG or Show Management, trademark, trade name, logo, slogan, or other designation in the advertising or administration of any Promotion which exhibitor / vendor provides without the express written permission of Show Management.

Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor's / Vendor's table. Distribution of circulars may be made only within the space assigned to the exhibitor / vendor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors / vendors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their space, but automatic distribution is prohibited.

Copyright Licensing. Exhibitor / vendor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor / vendor shall indemnify and hold harmless PNEG, Show Management, and facility against cost, expense, or liability which may be incident to, arise out of or be caused by Exhibitor's Vendors' failure to obtain requisite license.

Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors / vendors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

Live Animals. Live animals are prohibited.

Table Representatives. table representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited. Spouses are invited to visit the exhibit hall only with appropriate credentials.

Photography. Picture taking other than by official PNEG / Show Management photographers is prohibited during set-up, dismantle, exhibition hours, and non-exhibition hours. Only the exhibitor / vendor may grant permission to have their exhibit and/or products photographed.

PNEG / Show Management Logo. PNEG / Show Management claims all trademark rights to its logo. The PNEG / Show Management logo, as well as any logo related to the PNEG annual conference, may be used only with the written permission of Show Management.

Irregular Activities. All giveaway items with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and the exhibitor's product must be submitted for approval to Show Management three (3) weeks prior to the opening of the exposition. All exhibitors distributing approved "stick-ons" may not place the "stick-ons" on the attendees' badges.

## **LIABILITY AND INSURANCE.**

All property of the exhibitor / vendor remains under their custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors / vendors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor / vendor expressly waives and releases any claim or demand they may have against any of them by reason of any damage to or loss of any property of the exhibitor / vendor. General perimeter security will be provided by Show Management for the exhibition period, but Show Management and the guard service will not be responsible for loss of any material by or for any cause. It is recommended that exhibitors / vendor obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

## **INDEMNIFICATION.**

Exhibitor / vendor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or averted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor / Vendor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor / Vendor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor / Vendor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor / Vendor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor / Vendor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor / Vendor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor / Vendor or relating to this lease or the Premises leased hereunder, then Exhibitor / Vendor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

Property Damage. Neither Show Management nor Exhibitor / Vendor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Show Management and Exhibitor / Vendor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. In the event that such occurrence results in cancellation of the exposition, each party hereby releases the other from obligations under this contract. Accordingly, it shall be the responsibility of Show Management and Exhibitor / Vendor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

Use of Certain Property. Exhibitor / Vendor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's / Vendor's space. Exhibitor / vendor shall indemnify, defend and hold harmless PNEG, Show Management, the City and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

**WAIVER.**

Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

**ATTORNEYS' FEES.**

Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

**AMERICANS WITH DISABILITIES ACT.**

Exhibitors / vendors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their tables accessible to handicapped persons. Exhibitor / vendor shall also indemnify and hold harmless PNEG, Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's / Vendor's failure to comply with the Act.

**OTHER REGULATIONS.**

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS / VENDORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR / VENDOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS / VENDORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.