



APPLICATION AND CONTRACT FOR EXHIBIT SPACE
APHA 2021 ANNUAL MEETING AND EXPO
Event Dates: October 24-27, 2021 | Denver, Colorado

APPLICATION

By completing the following, Exhibitor is making a formal offer to reserve exhibit space at the 2021 APHA Annual Meeting and Expo ("Event") at the Colorado Convention Center ("Venue"). This application will become a legally binding agreement only upon written confirmation to Exhibitor by the American Public Health Association ("APHA") of APHA's acceptance.

Exhibitor: _____

Main Contact Name: _____

Title: _____

Address: _____

City, State, Zip Code: _____

Country: _____

Phone: _____ Fax: _____

E-mail: _____

Website: _____

The following booth fees apply for the Event:

- Commercial: \$2,550 (inline)/\$2,800 (corner) 10'x10' booth
Non-Profit: \$2,050 (inline)/\$2,200 (corner) 10'x10' booth
Premium Booths: \$2,950 - refer to floor plan for designated booths

Booth Selection:

[] Commercial [] Non-Profit (Proof of tax exempt or non-profit status is required)

Indicate your preferred exhibit booth choice:

1st Choice(s): _____ 2nd Choice(s): _____ 3rd Choice(s): _____

Booth Fee: \$ _____
Virtual Expo Upgrade: (See Prospectus) \$ _____
Total Charges: \$ _____

Exhibitor agrees that upon acceptance by APHA, this application, along with (1) the attached Terms and Conditions; and (2) the Exhibitor Rules and Regulations, both of which are incorporated herein by this reference, shall immediately become a binding agreement (the "Agreement"), enforceable in accordance with all of their terms. Exhibitor certifies it is an Equal Opportunity Employer and that it has read and agrees to the Agreement.

Payment/Cancellation: A deposit of 50% of the Total Charges is due at the time that Exhibitor submits this application. If APHA does not accept this application, this deposit shall be refunded. If APHA accepts this application, the deposit shall be non-refundable. Exhibitor agrees to submit to APHA the balance of the Total Charges upon receipt of an invoice, but in no case later than July 30, 2021. Exhibitor's failure to make full and timely payment of the Total Charges shall be considered a material breach of the Agreement and Exhibitor shall forfeit all monies paid under the Agreement. If Exhibitor cancels all or part of reserved booth space prior to July 30, 2021, Exhibitor will forfeit 50% of the Total Charges plus a \$50 service fee to APHA. No cancellation of space will be accepted or refunds made after July 30, 2021.

Payment Instructions: Payments can be made by enclosing a check (made payable to American Public Health Association) or online through your Online Exhibitor Portal. You will receive login instructions for payment in your confirmation letter.

EXHIBITOR:

By: _____ [Authorized Representative]

Exhibit Management Use Only

Federal ID#: 13-1628688

Booth(s) Assigned: _____ Date Accepted _____

Exhibit Manager Signature
American Public Health Association

EXHIBITOR CONTRACT - TERMS AND CONDITIONS

I. SPACE ASSIGNMENT, ATTENDEES, AND USAGE.

A. Although APHA will attempt to accommodate Exhibitor's request for a specific exhibition space/booth ("booth"), APHA is providing no guarantee that such request will be granted. Exhibitor acknowledges and agrees that it is not contracting for a specific booth, but rather for the right to participate as an exhibitor at the Event for a corresponding fee.

B. Exhibitor agrees to design, construct, and operate its exhibit in good taste and in accordance with the reasonable standards established by APHA and communicated to Exhibitor.

C. Exhibitors shall not permit non-exhibiting companies' representatives to promote goods or services from Exhibitor's booth at the exhibition.

D. Exhibitor's failure to occupy or be present in its exhibit shall not relieve Exhibitor of the obligation of paying the Total Charges.

II. APPROVALS.

APHA reserves the right to require alteration, replacement, and/or removal of any merchandise, posters, links, products, exhibits, displays, or other materials which APHA, in its sole discretion, deems to be detrimental to or inconsistent with: (i) the quality, theme, or image of the Event; and/or (ii) APHA's image or reputation. If for any reason Exhibitor refuses to make any changes requested by APHA, APHA, in its sole discretion, shall be entitled to cancel Exhibitor's participation at the Event, as more fully set forth in Section V below.

III. USE OF APHA'S OR VENUES MARKS.

Exhibitor may not use APHA's or Venue's trademarks, logos, or other identifying marks in its advertising or promotional materials at any time without APHA's prior express permission in each instance. It may, however, make verbal or written reference to its participation at the Event in such marketing materials. APHA and Venue may include Exhibitor's name and logo in either of their respective marketing and advertising materials.

IV. PROTECTION OF PROPERTY.

APHA is not responsible or liable for any damage to or loss of any of Exhibitor's property other than to the extent caused directly by APHA's gross negligence or willful misconduct.

V. TERMINATION.

A. APHA may immediately terminate this Agreement for cause if: (i) Exhibitor violates any applicable U.S. federal, state or local law, rule, regulation, or ordinance; or (ii) Exhibitor otherwise materially breaches any provision, warranty, or representation of this Agreement (including without limitation its payment obligations); or (iii) Exhibitor has made any material misrepresentation to APHA in connection with Exhibitor's booth, participation or attendance at the Event; or (iv) Exhibitor refuses to make any changes requested by APHA in accordance with Section II. Any termination for cause under this Section V(A) shall become effective immediately on notice to Exhibitor, and APHA shall have the right immediately to remove Exhibitor's booth from the exhibition and revoke access to the Event. Exhibitor shall not receive a refund of any kind for a termination for cause under this Section V(A).

B. This Agreement may be terminated by APHA without cause at any time at least four days before the Event. If APHA terminates without cause, APHA shall provide Exhibitor with a refund of all amounts paid by Exhibitor hereunder.

C. Exhibitor may terminate this Agreement in its discretion. In such instance, it shall be responsible for the Total Charges due hereunder without reduction or offset of any kind.

VI. ASSIGNMENT.

Exhibitor may not assign this Agreement, in whole or in part, without APHA's prior written consent in each instance. APHA may assign this Agreement freely. Any assignment in violation of this clause shall be null and void.

VII. REPRESENTATIONS & WARRANTIES.

Exhibitor represents and warrants that it is duly organized, validly existing, and in good standing in its state of organization, and has the full power and authority to enter into this Agreement and fulfill its obligations hereunder. Exhibitor further represents and warrants that it will comply with all applicable statutes, ordinances, regulations, and laws applicable to its rights, actions, and obligations hereunder, including without limitation an obligation not to violate any: (i) intellectual property or other personal right of any individual or entity; (ii) applicable advertising or marketing law; or (iii) the Rules and Regulations

provided by APHA to Exhibitor in connection with the Event. If Exhibitor sells its product during the Event, it represents and warrants that it will comply with all state and local sales permit requirements.

VIII. INDEMNIFICATION

Exhibitor agrees to indemnify and hold APHA and Venue, along with their affiliates, officers, directors, employees, subsidiaries, parent, agents, and permitted assigns, harmless from and against any and all third-party claims, losses, liabilities, damages, expenses, and costs, including reasonable attorneys' fees and court costs, arising directly or indirectly out of Exhibitor's: (i) negligence or willful misconduct; or (ii) material breach of any of the terms of this Agreement.

IX. INSURANCE.

Exhibitor shall maintain, at its own cost and expense, insurance coverage sufficient to cover its obligations and indemnifications hereunder.

X. LIMITATION ON LIABILITY.

IN NO EVENT SHALL APHA OR VENUE BE LIABLE UNDER THIS AGREEMENT TO EXHIBITOR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND/OR EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APHA'S AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THIS AGREEMENT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY EXHIBITOR TO APHA HEREUNDER. ANY CLAIMS MADE PURSUANT TO THIS SECTION MUST BE MADE WITHIN ONE YEAR OF THE INCIDENT TO WHICH THEY RELATE OR FOREVER BE BARRED.

XI. GOVERNING LAW.

This Agreement shall be governed by the laws of the District of Columbia without regard to its conflict of laws principles. The parties hereby agree that any action arising out of this Agreement will be brought solely in any court located in the District of Columbia. Both parties hereby submit to the exclusive jurisdiction and venue of any such court.

XII. FORCE MAJEURE.

Neither party shall be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, pandemics, strikes, lockouts, fires, acts of God, or terrorism or similar occurrence ("force majeure event"). If the Event is cancelled on account of a force majeure event, Exhibitor shall be entitled to a refund of any fees paid hereunder. Transition to an online or virtual platform shall not be deemed to be cancellation of the Event. APHA in its sole discretion may transition the Event to a virtual exhibition for health or safety considerations, in which case this Agreement (including without limitation fees and refund policy) shall continue in full force.

XIII. MISCELLANEOUS.

A. These terms and conditions, along with the application to which they are attached and the Rules and Regulations, embody the complete and final understanding of the exhibition space leasing arrangement between the parties. Neither party relied upon any express or implied warranties of any kind when determining whether to enter into this Agreement other than as may be set forth herein. This Agreement can only be modified pursuant to a written amendment signed by an authorized representative of each party.

B. No waiver of any term or right in this Agreement shall be effective unless made in writing and signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. Any written waiver authorized on one occasion is effective only in that instance and only for the specific purpose stated, and does not operate as a waiver on any future occasion.

C. If any provision or clause is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision or clause hereof, and the invalid provision or clause shall be amended by the parties in good faith to reflect their intentions at the time of execution. If the parties are unable to mutually agree on amended language, the invalid provision or clause shall be struck from the Agreement.