



APPLICATION AND CONTRACT FOR APHA 2020 VIRTUAL EXPO
Event Dates: October 24-28, 2020

APPLICATION

By completing the following, you are making a formal offer to reserve exhibit space at the 2020 APHA Annual Meeting and Virtual Expo ("Event"). This application will become a legally binding agreement only upon written confirmation by the American Public Health Association ("APHA") of its acceptance to Exhibitor.

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: \$1,900 Non-Profit: \$1,600 Level 2 Upgrade*: \$895
*Level 2 Upgrade is described in APHA's marketing flyer

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: \$ _____

Total Charges: \$ _____

Exhibitor agrees that upon acceptance by APHA, this application, along with the terms and conditions attached hereto and incorporated herein by this reference, shall immediately become a binding agreement (the "Agreement"), enforceable in accordance with all of its terms. Exhibitor certifies it is an Equal Opportunity Employer and that it has read and agrees to the terms and conditions of 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 August 14, 2020. 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 virtual booth space prior to August 14, 2020, 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 August 14, 2020.

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

VIRTUAL EXHIBITION 2020 TERMS AND CONDITIONS

These terms and conditions are attached to and made a part of the Exhibition Space Application and Contract. Together they form the Agreement, which becomes binding and enforceable pursuant to its terms only upon acceptance by written confirmation by APHA.

I. SPACE ASSIGNMENT, ATTENDEES, AND USAGE

- A. Although APHA will attempt to accommodate Exhibitor's request for a specific place on the virtual exhibition, APHA is providing no guarantee that such request will be granted. Exhibitor acknowledges and agrees that it is not contracting for a specific exhibition place, 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 virtual 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 space at the virtual exhibition.
- D. Exhibitor's failure to occupy or be present in its virtual space 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, links, posters, 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 MARKS

Exhibitor may not use APHA'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 may include Exhibitor's name and logo in any of its 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. This Agreement may be immediately terminated by APHA for cause if: (i) Exhibitor violates any applicable U.S. state or local law, rule, regulation, or ordinance (including without limitation, any applicable advertising regulation); 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 virtual 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 virtual booth from the virtual exhibition and revoke access by the Exhibitor. 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 prior to the Event, but only if APHA provides Exhibitor with a refund of all amounts paid by Exhibitor under this Agreement.
- 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) rules provided by APHA to Exhibitor in connection with the Event. If Exhibitor sells its product online 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, along with APHA's 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 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, strikes, lockouts, fires, acts of God, terrorism, cancellation of the Event, or any other activities or factors beyond its control, whether similar or dissimilar to any of the foregoing. If the Event is cancelled through no malfeasance of Exhibitor, Exhibitor shall be entitled to a refund of any fees paid. It shall not, however, be entitled to reimbursement for out-of-pocket expenses incurred in connection with the Event.

XIII. MISCELLANEOUS:

- A.** These terms and conditions, along with the application to which they are attached, embody the complete and final understanding of the virtual 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 term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision of this Agreement, and the invalid term, clause, or provision shall be amended by the parties in good faith to reflect their intentions at the time of drafting. If the parties are unable to mutually agree on amended language, the invalid term, clause, or provision shall be struck from the Agreement.