

2024 ANNUAL LEADERSHIP CONFERENCE  
TERMS & CONDITIONS  
GENERAL EXHIBIT RULES AND REGULATIONS

The National Hospice and Palliative Care Organization (NHPCO) and their authorized representatives are hereinafter referred to as “Show Management”.

The 2024 Annual Leadership Conference is a hybrid event with both in-person and virtual components. These terms apply to both components. Exhibitors receive both an in-person and virtual booth space. Attendees will have access to virtual content until December 31, 2024.

**1. Application and Eligibility.** Applications for exhibitors, supporters, and booth space must be made on the digital form provided by Show Management, 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 the practice and advancement of the art and science of hospice and palliative care and the professional education of those individuals attending the meeting. Show Management shall determine the eligibility of any company, product, or service. Show Management may reject the application of any company whose display of goods or services is not compatible, in the sole opinion of Show Management, 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. Support is a financial or in-kind contribution given by an organization not a commercial interest organization. A “commercial interest” is defined as any proprietary entity producing healthcare goods or services, with the exception of non-profit or government organizations and non-health care related companies.

**2. Payment and Refunds.** Applications submitted must include either full payment or deposit to be processed. Applications received without such payment will not be processed nor will supporter or exhibit space assignments be made. Booth space and supporter balances are due by August 1, 2024. Booth space or supporters cancelled prior to May 31, 2024, will be 100% refunded, less a \$200 service charge. Refunds requested between June 1, 2024 – July 15, 2024, will receive a 50% refund, less a \$200 service charge. No refunds will be made after July 15, 2024. It is agreed that in the event payment is not made at the times specified, or if exhibitor fails to comply with any other provisions contained in these rules and regulations concerning their use of exhibit space, Show Management shall have the right to reassign the booth location. Details are shown on the face of the contract to take possession of the 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, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid for space reservation, regardless of whether Show Management enters into a further lease for the space involved. In case the exhibition shall not be held for any reason, whatsoever, then, and thereupon the rental and lease of space to the exhibitors shall be terminated. In such a case the limit claim for damage and/or compensation by the exhibitor shall be returned to the exhibitor of the prorated amount already paid for this specific event. Make checks payable to the National Hospice and Palliative Care Organization (NHPCO). Checks must be in US funds. POs are not accepted. A charge of \$25 will apply to checks returned for insufficient funds. In the event the total calculated is incorrect, NHPCO will invoice the remaining amount deemed to be accurate and appropriate to the company listed on the exhibit space application.

**3. Space Rental and Assignment of Location.** Whenever possible, space assignments will be made by Show Management in keeping with the preference as to location requested by the exhibitor. Show Management reserves the right to determine all space assignments in the best interests of the

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exhibition. Booth assignments will be made on a first-come, first-served basis upon receipt of the application and deposit, availability of requested area, amount of space requested, special needs and compatibility of exhibitors' products. In the event of simultaneous receipt of application, NHPCO members will receive first option. NHPCO reserves the right to assign other than the choice requested, if necessary, and to rearrange the floor plan and/or relocate any exhibits based on show management, hotel requirements, fire marshal inspection and approval.

**4. Use of Space, Subletting of Space.** No exhibitor shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors, or agents in the exhibitor's display. Exceptions are parent or subsidiary companies. Exhibitors must show only products and/or services dealt 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 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 space will be permitted to solicit business within the Exhibit Areas.

**5. Exhibitors Authorized Representative.** Each exhibitor must name one person to be the representative in connection with installation, operation, and removal of the firm's exhibit. Such representatives shall be authorized to enter such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for representation in attendance throughout all exhibition periods; and this representative shall be responsible for keeping the exhibit neat, manned, and orderly. For their own safety and protection, children under sixteen (16) years of age will not be admitted to the exhibit halls during move-in and move-out.

**6. Installation and Removal.** Show Management reserves the right to fix the time for the installation of a booth prior to the exhibition opening and for its removal after the conclusion of the exhibition. Installation of all exhibits must be fully completed by the opening time of the exhibition. Nor will exhibitors be allowed to dismantle or repack any part of their exhibit until after the closing of the exhibit hall.

**7. Arrangement of Exhibits.** Each exhibitor is provided an Official Exhibitors Kit. The Exhibitors Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed according to the guidelines, provisions and limitations in the Exhibitors Kit. If, in the sole opinion of Show Management, and exhibit fails to conform to the Exhibitors Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exhibition. Booth construction plans, exhibits in peninsula or island booth space, or involving other unusual construction features, must be submitted for approval at least sixty (60) days before the exhibition opens.

**8. Exhibits & Public Policy.** Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire protection and public safety, while participating in this exhibition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is

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concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to their exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame proofed and all hangings must clear the floor. Butane or bottled gas is not permitted. Electrical wiring must conform to National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of their exhibit as may be irregular and effect the removal of same at exhibitor's expense. Exhibitors must comply with City and State fire regulations. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities/regulations.

**9. Storage of Packing Crates and Boxes.** Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify their crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. Show Management will bill exhibitors for removal time and materials at prevailing rates.

**10. Operation of Displays.** 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 conference and exhibition. 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 exhibition. Use of so-called "barkers" or "pitchman" is 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.

**11. Contests, Drawing & Lotteries.** Show Management must approve all unusual promotional activities in writing no later than 30 days before the exhibition opens.

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

**13. Live Animals.** Live animals by exhibitors or attendees are prohibited unless pre-approved by Show Management.

**14. Sales.** Show Management provides exhibit space for Exhibitors to display and demonstrate products and services based on their potential informational and commercial value, not for direct or on-site

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commerce. Orders may be taken but transactions involving the exchange of product for payment are prohibited.

**15. Sound.** Microphones are not permitted. 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 and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens.

**16. Social Activities.** Exhibitor agrees to withhold supporting hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars, and any other related activity scheduled by Show Management. All social functions must be pre-approved by Show Management and will incur a nominal meeting room charge.

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

**18. Liability and Insurance.** All property of the exhibitor 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 from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and release 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. It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

**19. Indemnification.** Exhibitor 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, 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 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 expenses or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor 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, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence, or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable

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attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

**20. Property Damage.** Neither Show Management nor Exhibitor 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 expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

**21. Care of Building and Equipment.** Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and décor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

**22. Attendee Mailing List Agreement.** By submitting this request and upon purchase of any Attendee Mailing List, I understand and agree that this list order is for one-time use only. Neither this list nor excerpts thereof are to be duplicated, reproduced, reused or transferred without written authorization from NHPCO. I understand that lists are seeded with decoy names to detect unauthorized use. If unauthorized use is detected, I understand that I will pay 10 times the value of the list order and be subject to other legal action. I understand that this mailing list will be delivered in Excel format to the email address of the contact specified on this application. I understand that this mailing list does not include email addresses or phone numbers in accordance with NHPCO by-laws and conference attendee request. Any outstanding exhibit space balances must be paid in full prior to renting the list. Exhibitor will make clear that the mailing is coming from your company and not NHPCO. Exhibitor will include your company's complete contact information on your promotional mailing or solicitation. NHPCO is not responsible for any additional design or production cost for the advertising placement and any promotional product(s) or mailings. All requests for attendee list (direct or email) are subject to approval by NHPCO. NHPCO reserves the right to deny such a request if, in NHPCO's sole judgment, the prospective advertisement would not serve the interests of NHPCO or its members or the prospective supporter or requestor has goals or purposes or has engaged in conduct which NHPCO, in its sole judgment, determines to be inconsistent with the interests of NHPCO or its members, or not in keeping with the character of the NHPCO publications. NHPCO reserves the right to refuse advertising it deems incompatible with our philosophy, our mission, or otherwise not in keeping with the publication's standards. Mailings may not invite/encourage participation in specific educational sessions nor feature/highlight company representatives that serve as faculty for the conference. Mailings must be clearly delineated/separated from educational content. If a mailing is submitted that does not adhere to this requirement, NHPCO will return the mailing with a request that it be re-designed to meet these guidelines. Conference attendee emails will be at NHPCO's discretion. Broadcast of an email advertisement does not constitute endorsement or approval of any advertised products or services, any point of view, standard or opinion presented therein. The email advertiser and/or advertising agency assumes liability for all ad content including text representation and illustrations. It is understood that the email advertiser and/or advertising agency will indemnify and hold the publisher harmless from and against any loss, expense, or other liability resulting from any suits for libel, misrepresentation or any

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other claims or suits whatsoever which may arise from publication of such advertisement. If an advertisement is omitted, NHPCO is responsible only for returning any charge that has been paid.

**23. Showcase Policy/No Suitcasing.** While all meeting attendees are invited to the exhibit hall, any attendee who is observed to be soliciting business in the aisles or other public spaces, in another company's booth, or in violation of any portion of the Exhibition General Rules and Regulations, will be asked to leave immediately. Additional penalties may be applied. Please report any violations you may observe to NHPCO staff (Show Management). Show Management recognizes that suitcasing may also take the form of commercial activity conducted from a hotel guest room or hospitality suite; a restaurant, club, or any other public place of assembly. For the purposes of this policy, suitcasing violations may occur at venues other than the exhibition floor and at other events. Show Management must be informed of any hospitality suites, and expressed consent must be received prior to the event.

**24. Virtual Conference Platform.** Exhibit booths are hybrid with both an in-person booth and a virtual booth. NHPCO will be offering certain digital content via one or more digital platforms. Depending on the platform(s) NHPCO deploys, access to the digital content may be through a website or through an app you need to download on your device(s). NHPCO will provide login credentials to you (usually by email) to build your virtual space. The Exhibitor is responsible for building their virtual booth, just as they are responsible for building their in-person booth. Both require deadlines to be met and abided by.

**25. Intellectual Property.** Supporter grants to Show Management a nonexclusive, nontransferable, royalty free, revocable, right to display exhibitor's trademarks, service marks, and logos during the event (the "Intellectual Property"). Neither party shall acquire any rights of ownership to any copyrights, patents, trade secrets, trademarks or other intellectual property of the other party.

**26. Other Regulations.** 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 ANY AMENDMENTS, WHEN MADE, ARE BROUGHT TO THE NOTICE OF EXHIBITORS. EACH EXHIBITOR AND SUPPORTER, FOR THEMSELVES AND THIER EMPLOYEES, AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PROCEEDING SENTENCE.