



Application for Virtual Exhibit Space

We understand that space will be rented at the following rates:

Table with 2 columns: Booth Type and Price. Rows include Standard Virtual Booth (\$1,000), Silver Virtual Booth Package (\$1,500), and Gold Virtual Booth Package (\$2,000).

Please check https://rehabnurse.org/ for details on benefits included with each option..

We agree to abide by the terms and conditions printed on the reverse side of this application form, which are made part of this contract. This contract is binding upon receipt and acknowledgment by ARN as stated in item 1 of the Terms and Conditions.

Is this your first time exhibiting with ARN? [ ] Yes [ ] No

Exhibit Booth Space Cost \$ \_\_\_\_\_

[ ] We would like to participate in the virtual passport program + \$500

Total Due \$ \_\_\_\_\_

After referring to the floor plan, indicate preferred booth location.

1st choice \_\_\_\_\_ 3rd choice \_\_\_\_\_

2nd choice \_\_\_\_\_ 4th choice \_\_\_\_\_

Full payment is due when submitting the contract. Space will be assigned on a first-come, first-served basis.

OFFICIAL PROGRAM INFORMATION

Describe in 50 words or fewer the products or services to be exhibited, exactly as you want the information to appear in the conference guide. This information must be submitted electronically to grosen@connect2amc.com no later than September 25, 2020.

For a fillable form, visit www.rehabnurse.org.

Form with two columns: Technical Exhibitors and Facilities. Each column has a list of categories to check and a note about the maximum number of selections (4).

FOR ARN USE ONLY: Booth number(s) assigned, Total cost, Amount paid.

Company Information: This representative will be contacted about conference guide details and future related mailings.

Firm name \_\_\_\_\_ (exactly as you wish it to appear in the printed program guide and on the exhibit sign)

Street Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

Website address \_\_\_\_\_

The signer of the application for exhibit space—or person designated, if different—shall be the official representative of the exhibitor and shall have the authority to certify representatives and act on behalf of the exhibitor in all negotiations.

Name \_\_\_\_\_ (First) \_\_\_\_\_ (Last)

Title \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Signature \_\_\_\_\_

Billing Information: This contract will be addressed to the signer (or designee indicated below, if different than above).

Name \_\_\_\_\_ (First) \_\_\_\_\_ (Last)

Title \_\_\_\_\_

Firm name \_\_\_\_\_

Address \_\_\_\_\_

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

Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Please complete all three steps:

- 1. Fax this application to 888.374.7259
2. Make a copy for your records.
3. Return the original with full payment to Association of Rehabilitation Nurses Attn: ARN Exhibit Office PO Box 3781, Oak Brook, IL 60522

Make checks payable to Association of Rehabilitation Nurses.

If you have any questions, please contact Chris Schroll at cschroll@arn.org.

Payment Information

Amount \$ \_\_\_\_\_

Check # \_\_\_\_\_

Credit card type \_\_\_\_\_

Credit card holder name \_\_\_\_\_

Credit card number \_\_\_\_\_

Exp. \_\_\_\_\_

## Application for Virtual Exhibit Space

### 1. APPLICATION AND ELIGIBILITY

Application for booth space must be made on the printed form provided by ARN (hereinafter “the Association”), 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 rehabilitation nursing practice by supporting rehabilitation nurses in optimizing rehabilitation patient care of the of those individuals attending the Association’s 2020 Annual Conference. The Association shall determine the eligibility of any company, product, or service. The Association may reject the application of any company whose display of goods or services is not compatible, in the sole opinion of the Association, 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. Upon receipt and acceptance of application by Association, this application shall constitute a contract. Acceptance constitutes one or more of the following: applicant’s receipt of Association confirmation letter or e-mail message, shared conference information to exhibitor, receipt of decorator kit or information.

### 2. EXHIBIT BOOTH PRICE

The rates to reserve virtual exhibit space are \$1,000 for a standard virtual booth, \$1,500 for a silver booth package, and \$2,000 for a gold package. Please check <https://rehabnurse.org/> for details on benefits included with each option.

### 3. PAYMENT DATES

No booths will be guaranteed until the Association receives full payment of the total booth fee, along with a signed application and such application is accepted by Association. If the exhibitor fails to pay the entire virtual event participation fee at the time specified, or fails to comply with any of the terms and conditions or rules and regulations, Show Management may remove the exhibiting company’s logo and company information from the event platform. Exhibitors will forfeit their virtual presence if their balance is not paid in full by Wednesday, October 7, 2020.

### 4. CANCELLATION OF BOOTH SPACE

If exhibitor notifies in writing of the exhibitor’s intent to cancel the contract after acceptance but prior to September 25, 2020, the exhibitor will be liable to 50% of the exhibit package reserved. No refunds will be made on cancellations received after September 25, 2020.

### 5. ASSIGNMENT OF BOOTH SPACE

Space will be assigned according to the date on which the contract and deposit are received, the availability of the requested area, amount of space requested, special needs, and compatibility of the exhibitor’s products with the Association’s aims and purposes.

Points earned depend on three factors:

- A. The number of years the exhibitor has been an ARN Industry Relations Council participant or Corporate Facility Supporter.
- B. The number of ARN shows in which the exhibitor has participated.
- C. The amount of space the exhibitor has used in previous shows.

The Association 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.

### 6. 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. 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 on the exhibit floor provided that sales transactions may be conducted only within the exhibitor’s own booth. Exhibitors are responsible for compliance with local, state and federal tax regulations for sales which occur on the exhibit floor.

The Association reserves the right to restrict the operation of, or evict completely, any exhibit which, in the sole opinion of the Association, detracts from the general character of the exhibition as a whole. This applies to displays, literature, advertising novelties, souvenirs, conduct of persons, etc. No exhibits will be permitted which interfere with the use of, or impede access to, other exhibits or impede free use of the aisle. Photography is restricted to the confinement of your exhibit space.

### 7. INSTALLATION/DISMANTLING

It is the exhibitor’s responsibility to input booth data and upload files, pictures, and videos based on the virtual booth packaged reserved. ARN requests that all data for booths be inputted by Friday, October 9, 2020, to allow for testing prior to the event going live.

### 8. EXHIBIT STAFF REGISTRATION

Prior to September 30, 2020, registration of four (4) representatives (inclusive of spouses) per paid virtual booth will be complimentary, provided that registrations are received by the Association before September 30, 2020. There will be a \$25 charge for the registration of each additional booth representative who exceeds the 4-per-booth allotment.

After September 30, 2020, an onsite \$25 service fee will be incurred for the following:

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

Each exhibitor who registered in advance will have access to the virtual exhibit hall only. Upgraded booth packages include a limited number of full conference registrations.

### 9. NO GUARANTEE OF ATTENDANCE

Show Management does not guarantee specific volumes or levels of attendance at the Event. Exhibitor shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance level.

### 10. MUSIC LICENSING

The exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to exhibitors including, but not limited to, any music performance agreement between the Association and ASCAP or BMI. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and present the Association with a copy of such license or grant no less than 30 days prior to the start of the exhibition.

### 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 preapproved 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 at their exhibit space a letter from the FDA that describes the allowable use of any drug or device exhibited.

### 12. 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 Association, the exhibit facility, 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.

### 13. FAILURE TO OCCUPY SPACE

It is the exhibitor’s responsibility to upload their materials onto the virtual marketplace platform by Wednesday, October 14, at 5 pm CST. This will provide for adequate testing to ensure site is running properly before going live the following week. If materials are not uploaded by this deadline, the exhibitor relinquishes any rights for a refund due to technical issues.

### 14. ADVERTISING MATERIAL

The use or distribution of any souvenirs during the convention shall be subject to prior written approval by the Association. Such material shall be submitted to the Association for approval 60 days prior to the convention. Except as otherwise provided, the Association 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.

### 15. MISCELLANEOUS

The Association shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors and this exhibition. Any and all matters not specifically covered herein are subject to decision by the Association and such decision shall be final. These terms and conditions may be amended at any time by the Association upon written notice to all exhibitors. The exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by from time to time. This contract shall be interpreted under the laws of the United States and of the State of Illinois and any disputes shall be heard only in courts located in Cook County, Illinois.

### LIMITATION OF LIABILITY

IN NO EVENT SHALL ASSOCIATION, EXHIBIT FACILITY, AND THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY “EXHIBITION PARTIES”) BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR 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, 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 AGREES THAT EXHIBITION PARTIES’ SOLE AND MAXIMUM LIABILITY TO THE EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. THE EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE EXHIBITION PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR 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 SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY’S FEES AND COSTS.