

CONTRACT

Exhibit Space • Advertising • Sponsorship

69th Annual AMSA Convention & Exposition

Hyatt Regency Crystal City, Arlington, Virginia

March 7-10, 2019 (Exhibits: March 8-9)



SECTION 1: INSTRUCTIONS

Use this form to reserve exhibit space, advertising space, and sponsorship at the 69th Annual AMSA Convention & Exposition. Refer to amsaconvention.org for the space options and opportunities, rates, and special discount offers. The total amount or a deposit of \$500 MUST ACCOMPANY this Contract. Unpaid amount will be invoiced. Contracts sent after December 17, 2018 must include full payment. No exhibiting organization will be allowed to set up until all fees are paid in full. Do not send cash. Indicate credit card information below or send a check made payable to AMSA. Remit U.S. currency only. Instructions on exhibit personnel registration will be sent upon confirmation of exhibit space. To fill in form manually, print form and legibly fill in boxes with pen. To type directly onto form, download form to computer, open PDF from computer, type information into the applicable boxes, and electronically sign. Save completed copy to computer.

SECTION 2: IDENTIFICATION (CONTRACTING ORGANIZATION)

Organization Name _____ Website _____

Contact Information (to whom and where AMSA should send correspondence)

Contact Name _____ Title _____

Address _____ City _____ State _____ Zip _____ Country _____

Email _____ Phone _____ Fax _____

SECTION 3: EXHIBIT & ADVERTISING SPACE RESERVATION & SPONSORSHIP SELECTION

Refer to amsaconvention.org for more information. Exhibit and advertising space and sponsorships are secured on a first-come, first-served basis. Requests will be considered based on availability at time of assignment.

Please locate us: NEAR _____ NOT NEAR _____

Check all that apply.	Type – Enter description and price.	Price – Refer to pricing table
<input type="checkbox"/>	Exhibit Hall Booth/Table Space (Fri., March 8 and Sat., March 9) Refer to Exhibit Hall Floor Plan and indicate 3 choices:	\$
<input type="checkbox"/>	Residency Fair & Specialty Showcase (Sat., March 9) Check all that apply. <input type="checkbox"/> FREE Table <input type="checkbox"/> Listing (add \$100)	\$
<input type="checkbox"/>	21st Annual Pre-Health Fair Table Space (Sat., March 9)	\$
<input type="checkbox"/>	Printed Program Ad Space Indicate type/size:	\$
<input type="checkbox"/>	Mobile App Digital Banner Ad Space	\$
<input type="checkbox"/>	Attendee Bag Insert	\$
<input type="checkbox"/>	Sponsorship Item 1st Indicate type:	\$
<input type="checkbox"/>	Sponsorship Item 2nd Indicate type:	\$
Complete another contract form for additional sponsorship items.		
Total Amount Due		\$

SECTION 4: EXHIBITOR LISTING INFORMATION

Visit <https://bit.ly/2thlqgz> to submit your Exhibits Guide Listing for the Convention print program and mobile app. Submissions received on or before February 8, 2019 will be considered for placement in the Convention printed program book and mobile app. Submissions received after February 8, 2019 will be included in the mobile app only.

SECTION 5: Method of Payment (Choose one option: Check or Credit Card. Cash is not accepted. All payments must be in U.S. currency only.)

Check enclosed: Made payable to AMSA. If deposit paid, send invoice to: (Check one)

Address Above

Alternative Billing Address _____ City _____ State _____ Zip _____

Credit Card (Check one.) American Express Discover MasterCard Visa Amount \$ _____

Card Number _____ Exp. Date _____

Card Holder: Printed Name _____ Signature _____

SECTION 6: CONTACT INFORMATION AND AUTHORIZATION — By signing this Contract, you represent the contracting organization and have read the Exhibitor Information on amsaconvention.org and hereby agree to the Contract Terms and Conditions.

Signature _____ Date _____

Printed Name _____ Title _____

SECTION 7: WHERE TO SEND COMPLETED CONTRACT & PAYMENT

Email: sfridy@amsa.org, Fax: (703) 620-6445, or Mail: AMSA, Attention: Events, 25050 Riding Plaza, Suite 130, Box 632, Chantilly, VA 20152

FOR AMSA USE ONLY			
Contract Recvd _____	Exhibit Space Assigned _____	Ad Space Secured _____	Confirmation Sent _____
Deposit: Recvd _____	Amount \$ _____	Type _____	To A/R _____ Invoice: Number _____ Sent _____
Full Payment: Recvd _____	Amount \$ _____	Type _____	To A/R _____

69th Annual AMSA Convention & Exposition Contract for Exhibit Space, Sponsorship, Advertising Terms and Conditions

This Contract is an application for exhibit space, sponsorship, and advertising for the 69th Annual AMSA Convention & Exposition (Convention) produced by the American Medical Student Association (AMSA). The following terms and conditions apply to the Contract for Exhibit Space, Advertising, and Sponsorship (Contract) between AMSA and the person or entity identified as the contracting organization in the Contract (Client).

1. PAYMENT TERMS

- Payment must be made in the form of a check payable to AMSA or with a major credit card to guarantee reservation. Cash is not accepted. All payments must be in U.S. currency only. The assignment of exhibit space, sponsorship, and advertising space is contingent upon receipt of Contract and either payment in full or a deposit of \$500 (on or before December 17, 2018).
- Unpaid amount invoiced is due within thirty (30) days upon receipt of invoice. Unpaid reservations will be released for general sale.
- Exhibit space, sponsorship, and advertising space is assigned on a first come, first served basis. Priority is determined by the date Contract and required payment is received.
- Contracts sent after December 17, 2018 must include full payment.
- AMSA reserves the right to cancel Contract in case of non-compliance with the payment.
- No exhibiting organization will be allowed to set up until all fees have been paid in full.
- Cancellations must be made in writing to AMSA. For cancellations on or before December 17, 2018, all monies less \$100 service charge will be refunded. No refunds will be given for cancellations after December 17, 2018.

2. AD REQUIREMENTS

- Client is responsible for meeting file specifications and agrees to deliver electronic files through the AMSA Advertising Submission Form by February 8, 2019 to meet production deadlines. Visit <http://bit.ly/1GLv4zq> to access form.
- All advertising is subject to AMSA's approval, and AMSA reserves the right to reject any advertising. Any ad alterations are the responsibility of Client. Client is subject to a service fee equal to ten percent of the ad rate if there is a delay in production caused by Client. AMSA is not responsible for storing any files after its last use. Files will not be returned.
- Ad Collection: Print ads must be submitted as press-ready PDFs with hi-res images that are at least 300 dpi. Fonts must be embedded, and printer's marks (crop marks, registration marks, etc.) must not be included in the file. Ads must use CMYK color only. RGB color or spot colors (such as Pantone colors) are not acceptable.
- Publication Liabilities: (a) Indemnification by Client. Except as otherwise expressly provided, the Client shall indemnify and hold AMSA harmless from and against any loss, expense (including attorney's fees) or other liability resulting from any claim or suit for defamation, libel, slander, plagiarism, illegal competition, or trade practice, false or misleading advertising, infringement of trademark, service mark, trade name, infringement of copyright, or proprietary rights, violation of the right of privacy or any other claim or suit of any nature resulting from the advertising provided by the Client or based on material or information furnished by the Client to AMSA. (b) Indemnification by AMSA. AMSA agrees to indemnify, severally and not jointly, and hold the Client harmless from and against AMSA's gross negligence or willful misconduct where the Ad is prepared and produced by AMSA, excepting any loss that may result directly or indirectly from material or information furnished by the Client.

3. EXHIBIT LOCATION AND SCHEDULE (AMSA management reserves the right to adjust schedules and locations.)

- The Convention will be held at the Hyatt Regency Crystal City (Hotel).
- The Convention's Exhibit Hall will be held in the Hotel's Independence Center & Foyer.
- The Exhibit Hall schedule is published at amsaconvention.org and is subject to change.
- The AMSA Residency Fair & Specialty Showcase will be held at the Hotel on Saturday, March 9 and schedule is published at amsaconvention.org. Schedule and location within Hotel are subject to change.
- The 21st Annual AMSA Pre-Health Fair will be held in the Hotel on Saturday, March 9 and schedule is published at amsaconvention.org. Schedule and location within Hotel are subject to change.

4. ELIGIBILITY

- Companies and organizations that provide products, services and/or programs directly related to the medical profession and whose representatives attend AMSA Conventions for the purpose of contacting physicians-in-training may exhibit at the Convention.
- AMSA bans advertisements and sponsorships in its publications and at its events from all pharmaceutical, medical device, biotechnology, diagnostic companies as well as companies who manufacture/promote/market/develop products purported to have a direct health benefit (such as vitamins, supplements, food derivatives). Samples of medical supplies (including sutures, IUDs, etc.) are prohibited, except in circumstances that protect the integrity of education. AMSA prevents the use of samples as a marketing tool.
- AMSA requires that all parties with direct funding from pharmaceutical, medical device, and biotechnology companies report the existence of those relationships to AMSA. This information will be made available to AMSA members upon request. A report of this disclosure must be submitted to AMSA upon confirmation of participation and/or attendance (i.e. AMSA meetings, advertising).
- AMSA does not endorse the products, services, or programs of the organizations that advertise or participate in AMSA publications, meetings, conferences, exhibition halls, convention, etc.

5. EXHIBIT SPACE TERMS

- AMSA reserves the right to rearrange the final exhibit hall floor plan based on unsold or unoccupied exhibit space. In said event, all Clients will be notified.
- If Client seeks to utilize the services of a contractor other than the official contractors designated by AMSA for exhibit set-up or dismantling or other services in connection with exhibiting at the Convention, Client must provide AMSA with a written request and a Certificate of Insurance on or before March 1, 2019. Such requests will be granted at AMSA's sole discretion.
- Exhibitors are required to adhere to AMSA's move-in and move-out times. Exhibitors who that need additional time for move-in or move-out must submit request in writing with their Contract. All such requests will be considered on an individual basis.
- Exhibit space not claimed and occupied by the closing hour of the official move-in as indicated in the final printed notification may be reassigned without refund of rental paid.
- Exhibits not set up by the closing hour of the official move-in time will not be permitted to set up until after the closing hours of the day in question and before the opening on the following day.
- In the event Client has not claimed assigned exhibit space by the closing hour of the official move-in time, AMSA has the right to relocate Client. If AMSA incurs charges to relocate Client, Client agrees to pay such charges and will be invoiced accordingly.
- Clients that need additional time for move-in or move-out must submit request in writing with their Contract or at least ten days prior to set-up date. All such requests will be considered on an individual basis.
- Client agrees to staff at least one employee or representative in exhibit space during published exhibit hours.
- Client agrees not to disturb, dismantle or remove exhibit from the designated exhibit space until after the official closing of the exhibits. Early tear-down and dismantling is prohibited and failure to observe this rule will result in a fine equal to one-half the exhibit space fee and will jeopardize future space assignment for Client at future AMSA Conventions. All exhibits and its good must be packed and ready for shipment immediately following the official closing of the exhibits. All exhibits must be cleared out of the exhibit areas by 7:00pm March 9, 2019.
- Client shall not assign, sublet, or share the whole or any part of the space contracted to them. Client agrees to limit the service and/or materials displayed in assigned exhibit space to those purveyed but Client, with the exception that other proprietary equipment may be used solely for the purpose of demonstrating the materials or services of Client.
- Client shall not engage in any display, publication, performance, or other activity which is in conflict with any federal, state, or local law, regulation, rule, or ordinance.
- Any distribution of literature or samples shall be limited to Client's exhibit space. Client may not interfere with collateral that is not produced by said Client.
- Client agrees not to photograph, video tape, depict, or record for commercial or noncommercial use the Convention exhibits unless given express written permission by AMSA. Client authorizes AMSA and its licensees to photograph, video tape, depict, or record for any use the Convention exhibits (including Client's exhibit, events, and attending representatives).
- AMSA reserves the right to impose limitation on noise levels and any other method of operation that becomes objectionable.
- Client agrees not to bring children under the age of sixteen onto the exhibit floor during exhibit move-in and move-out.

6. CONSTRUCTION OF EXHIBIT HALL EXHIBITS AND USE OF SPACE

- Client is responsible for ensuring proper booth construction using permissible drapes, furnishings, signs, and banners and at the discretion and expense of the Client.
- All exhibits must conform to the International Association of Expositions and Events display guidelines as follows and adopted by AMSA management:
 - No perpendicular obstruction 8' or more in height may extend forward more than 50% of the distance from the back wall and none more than 4' in height may extend forward for the remaining space to the front of the booth.
 - Exhibits must conform to the size of the space and must be arranged so as not to obstruct the view or interfere with other exhibits.
 - Client proposing an exhibit consisting of materials other than or in addition to pipe and drape or exceeding 8' in height must first submit drawings or schematics of the proposed design by February 8, 2019 to AMSA for approval.
 - Crossover or area displays and island exhibits will be permitted in areas designated by AMSA. Clients in these areas are free to use conventional exhibits, with or without back walls, so long as they conform to the following special requirements:

Crossover or area displays – Two 8' high exhibits facing each other across an aisle. Type of exhibit may be connected by one or two exhibitor name signs (maximum height: 18" sign with 12" letters) which bridge the two exhibits at a level 8' high at the sign base. Display items may not obstruct the aisle. Center and end panels may be set at 8' in height for a distance of 5' from the back and sidewalls must be finished. The forward 5' may be solid at a maximum height of 4'.
Island Exhibits – Four open aisles surrounding exhibit. Type of exhibit must limit any walls or display items to 8' in height with length of walls or items not to exceed one-half of the depth and width of space in any given direction. Center and end panels may be set at 8' in height for a distance of 5' from the back and all walls must be finished. The forward 5' may be solid at a maximum height of 4'.

- Clients are required to finish all walls and structural elements if such structural elements are exposed and visible from an adjacent exhibit or from any angle of visitors view. Corporate identification copy will not be permitted on the exposed area adjacent to a neighboring exhibit.
 - Table coverings must be flameproof and extend down far enough to screen anything under the table but must clear the floor to meet fire regulations.
 - Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, ceilings, furniture, or other property of the Hotel.
 - The cost to repair any damage to the Hotel made by the Client, its employees or representatives will be billed to and paid by the Client.
 - Helium balloons may only be used in a display only after which the Client has received prior written approval from AMSA and the Hotel.
- 7. SALES AND ORDER TAKING** – The Convention exhibits are conducted to facilitate sales, order taking and the exchange of product information. Sales and order taking are permitted in the Convention's Exhibit Hall only. Vendors and suppliers who have not rented exhibit space are not allowed to sell or take orders, display products or services, distribute literature or solicit business anywhere in the Hotel. This includes the Exhibit Hall, Registration Area, Session Rooms and all public space. All Clients choosing to sell and/or take orders are responsible for securing the proper licenses and collecting and paying applicable local and state taxes.

8. INSURANCE

- AMSA and its officers, directors, trustees, employees, and agents, as well as the Convention's service contractors and the management of the Hotel are not responsible for the safety of the property of Client from theft, damage by fire, accident, or other causes. Client is strongly encouraged to remove or place out of sight all small items from exhibit tables and display areas when exhibits are closed. Client should give special attention to the time period between arrival at the exhibit building and delivery to the individual exhibit spaces as a particularly difficult security period. No responsibility is assumed for goods delivered to the exhibit area before the designated exhibit set-up day or for unpacked materials left in the exhibit area after the official closing of the exhibit area.
- Client is required to maintain the following insurance coverage and submit proof of insurance to AMSA on or before March 1, 2019: Commercial General Liability, Products/Completed Operations, Personal Injury and Automobile Liability (if company-owned or leased vehicles will be delivering items to show site) with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; Fire damage venue with a minimum limit of \$300,000; and medical payments with a minimum limit of \$5,000. In addition, coverage must be maintained for property insurance for Client's goods, wares, merchandise, chattels, and any other property (i.e. transit from factory or warehouse to the Exhibit Hall while stored or exhibited and returned to the Client's premises). The Client must make provisions for the safeguarding of such Client's goods, wares, merchandise, chattels or property, since AMSA shall not be liable for any injury thereto. Client will provide copies of insurance policies or certificates of insurance upon request by AMSA. Client agrees to waive all claims against AMSA, its officers, directors, agents, and employees, the Hotel, and the City of Arlington for any and all claims, demands, defense costs, liabilities, expenses, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to the Client or Client's owners, employees, contractors, representatives, patrons, guests, or attendees or injury to any such personnel for which Client indemnifies AMSA, excepting that portion of such claims, demands, defense costs, liability, expense, or damages arising out of the sole gross negligence or willful misconduct of AMSA.
- Client must add the name AMSA and the Hyatt Regency Crystal City as additional insured on their insurance policy for the duration of the 69th Annual AMSA Convention & Exposition.

9. FIRE PROTECTION

- All exhibits must comply with all fire regulations and are subject to approval with the local fire regulations.
 - Exits, fire stations, and fire extinguisher equipment must not be obstructed.
 - If inspection indicates that any Client has neglected to comply with fire regulations, or otherwise incurs a fire hazard, the right is reserved to cancel all or such part of the exhibit that is irregular, unless Client immediately corrects the problem.
 - Fire regulations will not permit storage of empty crates and cartons anywhere in the exhibit area.
- 10. INTELLECTUAL PROPERTY** – By executing this Contract, Client represents and warrants to AMSA that Client owns or validly possesses the right to make, use, perform, sell, and display any patented products, copyrighted works, trademarks, service marks, and trade names (collectively, "Intellectual Property"), as the case may be, used by Client at or to promote its activities at the Convention. Breach of the foregoing warranty shall be grounds for immediate revocation of the right to exhibit, without notice or hearing. Client acknowledges that AMSA is relying upon this representation and warranty and has no obligation to monitor the uses and displays of Intellectual Property at the 69th Annual AMSA Convention & Exposition or to conduct an independent investigation of the status of rights to any Intellectual Property.

- 11. FORCE MAJEURE** – Force Majeure Events are as follows: fire, explosion, earthquake, storm, flood, or other weather, natural disasters, unavailability of necessary utilities, transportation, or housing, strikes, law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, judgment, or decree of a court of competent jurisdiction (not arising out of breach by such party of this Contract), acts of terrorism or other causes beyond AMSA's reasonable control (including situations in which such events or causes are reasonably expected to cause of significant proportion of the persons otherwise expected to attend the Convention to decide not to attend). In the event AMSA cancels the Convention exhibits due to one or more Force Majeure Events, the parties agree that it would be difficult to determine with certainty the amount of the Client's damages from such cancellation. In the event AMSA cancels the entire exposition or the Client's Contract due to a Force Majeure Event, the parties agree that AMSA will pay to Client, as liquidated damages and not as a penalty, a sum equal to the amount already paid by Client to AMSA for the cost of the assigned space and such liquidated damages shall be AMSA's sole liability to Client. In the event AMSA cancels the Convention exhibits or Client's Contract as to the portion of the exhibit period due to a Force Majeure Event, the amount of such liquidated damages shall be prorated according to the number of hours of open exhibit operation during which the Contract is canceled relative to the total number of hours of open exhibit operation scheduled at the time the Contract becomes effective. The total hours of open exhibit operation currently expected is nine (9) hours.

- 12. REGULATIONS** – Client is cautioned to observe the rules and regulations provided herein and in the Convention Prospectus. Should Client fail to comply with these or any other posted or published rules and regulations or any amendments thereto, AMSA may require immediate removal of the exhibit of the offending Client, who may at AMSA's election, forfeit all rights to exhibit at future AMSA Conventions together with all fees and rentals paid. AMSA may assign any space so forfeited to another exhibitor. AMSA reserves the right to evict any Client found in violation of these terms and conditions and the procedures set forth in the Convention Prospectus. In the event of such eviction, AMSA is not liable for any refunds of rentals or other expenses.

- 13. LEGAL COMPLIANCE** – Exhibits or conduct by Client which AMSA determines, in its sole discretion, are likely to constitute a violation of state or federal law or criminal activity shall be prohibited, and AMSA shall have the right, upon such determination, to require immediate removal of the exhibit of the offending Client (who will forfeit all rights to exhibit at future AMSA shows together with all fees and rentals paid) and/or to confiscate any illegal material or property in possession of Client. Client agrees that AMSA shall have no liability in connection with the foregoing.

- 14. LIMITATION OF LIABILITY** – AMSA shall not be liable to Client in any respect for any claims, losses, expenses, injuries, or damages arising out of or related to the event or the Client's participation in the event due to any act or omission of AMSA or its employees or agents, or any third person, whether based on breach of contract or warranty, negligence or other tort, or strict liability, unless directly and solely caused by the gross negligence or willful misconduct of AMSA. AMSA disclaims all warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. AMSA shall not be liable to Client for any indirect, special or consequential damages, including lost profits, whether based upon a claim or action of contract, warranty, negligence, strict liability or other tort, even if AMSA is aware of the possibility thereof. Notwithstanding any other provision of this agreement, the maximum liability of AMSA to Client will in no event exceed the lesser of (i) the amount of exhibit fees paid Client to AMSA or (ii) \$5,000; recovery of such amount shall be Client's sole and exclusive legal remedy. Any claim against AMSA by Client not submitted to AMSA within thirty (30) days of the close of the event shall be forever waived, and no suit or action shall be brought against AMSA more than one (1) year after the event.

- 15. INDEMNIFICATION** – Client shall indemnify and hold harmless AMSA and its officers, directors, agents and employees from and against any and all liabilities, damages, actions, losses, claims, costs, and expenses (including reasonable attorney's fees) on account of personal injury, death, or damage to or loss of property arising out of or contributed to by any act, omission, negligence, fault, or violation of a law or ordinance by the exhibitor, its employees, agents, contractors, members, exhibitors, patrons, or invitees. The foregoing shall not apply with respect to any liability, damage, or loss directly and solely caused by the gross negligence or willful misconduct of the entity or person seeking indemnification.

- 16. GENERAL** – These terms and conditions become a part of the contract between Client and AMSA. All points not covered are subject to the decision of AMSA. AMSA shall have full power to, in its sole discretion, interpret and enforce all terms and conditions contained herein and full power to amend these and to make such additional terms and conditions as necessary for the proper conduct of the Convention exhibits. All such decisions shall be binding upon each Client. Any amendments and additional terms and conditions shall be equally binding on all parties affected as the original terms and conditions.

- 17. GOVERNING LAW; EXCLUSIVE JURISDICTION** – This agreement and performance herein shall be construed and governed by the laws of the Commonwealth of Virginia without giving effect to conflict of laws and principles. Any action or claim related to this agreement or performance herein shall be brought in the federal or state courts in or for Loudoun County, Virginia, and each party submits to the jurisdiction of such courts and agrees that any such action or claim may be brought in such courts.