

Sponsor and Exhibitor Agreement

This Sponsor and Exhibitor Agreement (the “Agreement”) outlines the relationship between the Arizona Association of Community Health Centers dba Arizona Alliance for Community Health Centers (the “AACHC”) and _____ (“Exhibitor”), relating to Exhibitor’s sponsorship or exhibition with the AACHC.

1. REGISTRATION AND ELIGIBILITY.

The application form along with this Agreement constitute a valid and binding contract between AACHC and the Exhibitor. The term Exhibitor applies to sponsor applicants as well. Exhibitor requests are subject to a review and approval process. Approved Exhibitors must demonstrate alignment with Arizona health center priorities and must comply with any applicable guidance or requirements from AACHC's federal funding sources. AACHC reserves the absolute right to reject any applicant for any reason. Exhibitor may not use exhibition or sponsorship for performing political activities (signature gathering, campaign-related issues, etc.) employee recruitment activities, or any other activity deemed by AACHC to be inconsistent with the values of the organization or purpose of the meeting.

2. NON-ENDORSEMENT.

The Exhibitor agrees and understands that by approving its application, AACHC does not in any way endorse or signal its approval of the Exhibitor’s product or service. Accordingly, the Exhibitor agrees that it shall not, in any manner, in its advertising, promotional or similar materials or undertakings, state, suggest, or imply such AACHC approval or endorsement. Further, the Exhibitor agrees not to use AACHC's name or make any reference to AACHC in any other undertakings (e.g. survey, questionnaire, letter of introduction) without the written permission of AACHC.

3. AGREEMENT TO CONDITIONS.

The Exhibitor, for itself and its employees and agents, agrees to abide by the conditions stated herein, it being understood and agreed that the sole control of the exhibit hall rests with AACHC.

4. ASSIGNMENT OF SPACE.

Applications received with appropriate payment will be assigned booth space by AACHC based on date of application. Location preferences expressed by Exhibitors will be considered but cannot be guaranteed. Preferred booth placement for select Sponsors (see sponsor package) will be reserved until at least 45 days prior to show date and will be assigned by AACHC if unused at that time. AACHC reserves the right to move exhibit space at any time prior to show start date. AACHC reserves the right to reassign or to otherwise use space not occupied or set up by the published exhibit opening time and date. Exhibitors shall not be entitled to a refund in the event of such reassignment or other use.

5. SUBLEASING SPACE.

Unless approved in advance and in writing by AACHC, Exhibitor shall not assign or sublet this contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Exhibitor’s normal course of business, nor permit any third party to solicit business in Exhibitor’s space. Exhibit Guide listings are limited to one entry per contracted exhibiting company. Exhibitor may not share booth space with any other entity or organization.

6. PAYMENT.

Exhibitor's right to and commitment to use booth space for exhibiting at the AACHC event is contingent on the payment of all amounts for the agreed upon package. Payment is due upon receipt of notification that the application has been approved, and must be received in full at least 30 days prior to event date. AACHC reserves the right to accept or reject an Exhibitor application at its sole discretion. AACHC further reserves the right to cancel any agreement for exhibit space at any time and for any reason, provided that it gives notice of such cancellations at least ten (10) days prior to the date of the event. In the event that AACHC declines to accept an application or AACHC cancels a registration as set forth above, AACHC will return the exhibiting fee. Please make checks payable to Arizona Alliance for Community Health Centers.

7. INSURANCE.

Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor's participation in AACHC's event, including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million U.S. dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name AACHC as additional insured, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against AACHC. Exhibitor shall not do any act or thing in the Facility which might violate any insurance policy held by AACHC, its Sponsors or other Exhibitors, the Facility, or any other party regarding the Facility. Certain materials may be prohibited within the Facility. Contact AACHC further information.

8. EXHIBITS.

Exhibitor is entitled to the following as part of the exhibitor's package: one 6' draped table, 2 chairs, wastebasket, company ID sign (Exhibitor to provide), 2 booth staff (Exhibitor to provide, with full conference registration provided by AACHC for both), and listing in conference mobile app (note: certain sponsorships may include additional complimentary registrations). Additional registrations purchased by Exhibitor must be canceled at least 30 days in advance for a full refund and 15 days in advance for a 50% refund. No security is provided by AACHC for this event. Electrical service must be requested in advance through AACHC. If an exhibitor plans to install a completely constructed display of such character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof will project as to obstruct the view of adjacent tabletops. No part of any display may be more than eight feet in height.

9. CARE OF EXHIBIT SPACE.

Exhibitor must, at its expense, maintain and keep in good order its exhibit and the space that it is assigned.

10. PROTECTION OF THE EXHIBIT FACILITY.

Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the exhibit area without AACHC's permission and the permission of the proper building authority. Packing, unpacking, and assembly of exhibits will be done only in designated areas and in conformity with AACHC's designated general service contractor, the hotel, or the convention hall manager, as applicable. Exhibitor shall be solely responsible for any and all damage to the Facility caused by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

11. INSTALLATION AND DISMANTLING.

AACHC will supply the specific requirements as to the time for installing and dismantling exhibits prior to the event. Such requirements binding upon the Exhibitor as though fully set forth herein. All displays must be in place and set up by the time indicated by AACHC. Exhibits and personnel are to remain on the floor and in place until the end of the show, especially during designated exhibit hall hours listed on the event agenda. Any exceptions require the prior approval of AACHC.

12. USE OF SPACE.

Exhibits may be displayed only in the official exhibit area as established by AACHC. No one, including Exhibitor, may display articles, equipment or information concerning services, or display movies or films of such articles, equipment or services in private suites or rooms during the event, in accordance with prior agreements between AACHC and the meeting property. AACHC reserves the right to prohibit distribution of specific souvenirs, advertising matter, or other materials that it deems to be inappropriate or inconsistent with the mission or AACHC or the purpose of the Event. Distribution from anywhere other than within Exhibitor's booth is forbidden.

13. SPONSORSHIPS FOR SESSIONS WITH CONTINUING EDUCATION CREDIT.

If the applicant is choosing to sponsor or actively participates in any way in a meeting or session for which continuing education credits are being provided, the following restrictions apply:

- a. Exhibitor may not have any beneficial interest, either financial or in a particular product or service that is identified or promoted in any way in a session accredited for continuing education.
- b. Exhibitor may not market or in anyway promote its own product or services during a session accredited for continuing education is not allowed.
- c. The location of the Exhibitor's exhibit must be in a separate room or common space from where the educational opportunity is taking place.
- d. The Exhibitor may not have any influence on decisions related to the planning, delivery, or evaluation of the educational opportunity.
- e. The Exhibitor may not interfere with any presentation during the educational opportunity.
- f. The Exhibitor may not include marketing, logos, other signage (print, digital, audio, or any other format) on the educational materials to be presented during the educational opportunity, provided that the materials may identify a participant's affiliation with the Exhibitor in the biographical materials.

14. CONFLICTING MEETING & SOCIAL EVENTS.

Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of AACHC members or exhibitors from the conference or exhibit hall during the official hours of the event or exposition.

15. CANCELLATION OR RELOCATION OF CONFERENCE BY AACHC OR CANCELLATION BY EXHIBITOR.

In the event of cancellation or relocation of an event due to circumstances within AACHC's direct control, AACHC's responsibility to Exhibitor is limited to refunding the payment received for exhibit space. In the event AACHC has no control over the cancellation or relocation of an event, AACHC will have no liability of any kind to the Exhibitor but will refund any fees paid to AACHC by the Exhibitor less any and all expenses incurred by AACHC for advertising, administration, or similar and related costs. In the event Exhibitor cancels its participation under this Agreement for any reason it forfeit payments (except in the case of Force Majeure) made to AACHC based on the following schedule:

- a. From application approval date – 90 days prior to event start date: 100% of Exhibitor fee refunded
- b. From 89 days – 60 days prior to event start date: 50% of Exhibitor fee refunded
- c. From 59 days – 30 days prior to event start date: 25% of Exhibitor fee refunded
- d. 29 days or less prior to event start date: 0% of Exhibitor fee refunded

16. VIOLATIONS OF THE CONDITIONS.

Any of the following actions by an Exhibitor constitutes a violation of the conditions of the Exhibitor's Agreement:

- a. Use of a display of equipment, products or services that vary in any significant way from the description on the registration for Exhibit Space.
- b. Violation of any municipal, state, or federal laws, rules or regulations, including safety codes.
- c. Failure to follow any of Exhibitor's obligations or requirements under Sections 1 through 15.
- d. Failure to remove property from the facility upon cancellation or relocation of the conference.
- e. Failure to comply with any other term and condition herein.

In the event of any such violation, AACHC may require that Exhibitor not participate in the designated event, or cease participation if the event has already begun and remove all Exhibitor's exhibit, materials, and personal from the facility. Such violation may also result, in AACHC's sole discretion, in the rejection of Exhibitor's application to participate in any future AACHC event.

17. LIABILITY.

AACHC undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of Exhibitor, its officials, agents or employees, or for the protection of the property of the Exhibitor or its representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause that may be incurred at the event. Small and easily portable articles shall be

properly secured or removed after exhibition hours and placed in safekeeping by Exhibitor. Any protection for such items provided by AACHC shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Exhibitor.

The Exhibitor agrees to indemnify and hold AACHC, and its agents, officials, directors, and employees, harmless from all claims, losses, or liability of any nature whatsoever arising from the activities of the Exhibitor or any of its representatives, including display or use of the Exhibitor's property, whether or not such activities are authorized by Exhibitor.