

AAHC & AHPCO Agreement for Exhibit Space

Internal Use Only:

M: _____ E: _____ Table: _____

Complete/Sign this agreement and return by email to info@azhomecare.org. Retain a copy for reference/your records.

Exhibitor: Name of the Entity, such as a company or organization that will be Exhibiting.

Exhibitor Representative (Primary):

Person that will be ON-SITE for the duration of the program; must be authorized to make exhibit-related decisions.

First Name: _____ Last Name: _____

Email: _____ Mobile (On-site) Phone: _____

Additional Exhibitors must be registered online for the Additional Exhibitor Passes at the price indicated.

Event (Program) and Exhibit Details:

Event Name: **AAHC & AHPCO 2025 Conference & Expo**

Event Date(s): **June 25-26, 2025**

Exhibit Viewing Times: **8:30AM - 3:00PM** (local time)

Venue: **Doubletree Phoenix/Tempe**

Set-up/Dismantle Times: **6:30-8:30AM / 3:00-4:00PM** (local time)

2100 S Priest Dr, Tempe, AZ 85282

Event Management (Contact): Individuals authorized by AAHC/AHPCO to coordinate the Program including exhibits.

Name: **Marie Fredette** Email: **info@azhomecare.org** Phone: **480-491-0540** On-site Phone: **602-692-5315**

Exhibit Space Information:

This is a table-top exhibit—all exhibits, signs and materials must be on the table (identified below). The space is not defined by pipe and drape or other boundaries other than the table with up to 2 chairs placed behind the table. Sponsor packages with Premium Exhibit Space include additional floor space for signage. Note: The maximum height of displays or signs on top of the table is 8ft.

Complimentary Items Included in the Exhibit Space Fee: Draped Display Table (6ft x 2.5ft); 1 Chair per paid exhibitor; 1-day registration for 1 person (Exhibitor Representative noted above).

Additional Items Available for a Fee through Registration: Additional Exhibitors; Electrical Access (includes extension cord if needed). *Suitable to power a phone (not for lighting or other devices that require high wattage).*

Special Requests: additional items may be available for a fee from the hotel, contact AAHC & AHPCO to discuss.

Access Information:

All individuals that will be present in the exhibit area or conference areas during the Event Dates noted above must be registered for the conference as an Exhibitor or Attendee and wearing the Badge provided at check-in. If there will be additional individuals assisting with the installation and/or removal of the exhibit (other than the hotel's staff), AAHC & AHPCO requires the following information at least 72 hours prior to their arrival at the Venue.

Name: _____ Company: _____ ☐ Third-Party Vendor Expected Times Onsite: ☐ Set-up ☐ Dismantle

These individuals will need to check in at the Conference Desk for a Limited Access Pass that grants access to the exhibit area during the set-up/dismantle times above. Limited Access Passes do not require the individual to provide proof of a negative COVID test; however, a face mask must be worn at all times while in the community areas. Refer to the Agreement for additional requirements.*

Signature/Acknowledgement:

This agreement is made between the Arizona Association for Home Care (AAHC) and the Exhibitor indicated above.

Signature of Exhibitor's authorized representative and Initials on each page will serve as Acknowledgement of Agreement and Acceptance of the Terms of the Agreement (**Pages 1-4**) and agreement to abide by the policies for the program.

Signature: _____ Date: _____ Printed Name: _____

Title: _____ Phone: _____ Email: _____

*Face Masks must be consistent with the CDC's guidelines ([here](#)). A mask will be provided upon request or if AAHC/AHPCO Staff considers the mask does NOT meet the guidelines.

Return Signed Agreement to info@azhomecare.org Need Assistance? Call (480) 491-0540

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AAHC & AHPCO Agreement for Exhibit Space

This Agreement is made and entered into upon the following special terms and conditions, which are mutually agreed to by all parties.

- a) **Parties to the Agreement; Terms Used:** This agreement is between the entity listed on Page 1 of this agreement, specifically the Entity that will be Exhibiting (hereinafter called *Exhibitor*), and the Arizona Association for Home Care (AAHC), the Arizona Hospice & Palliative Care Organization (AHPCO) and/or their Agents (hereinafter called *Management*). The agreement is for the Event (hereinafter called *Program*) held at the Venue (hereinafter called *Venue*) during the Event Dates (hereinafter called *Event Date*) and Exhibit Dates (hereinafter called *Exhibit Date*) as indicated on Page 1 of the agreement.
- b) **Use of Exhibit Space:** Management, for and in consideration of the covenants and agreements herein contained, and performance by Exhibitor of all such covenants, hereby grants to Exhibitor the right to use the Exhibit Space assigned by Management in the exhibit/community area of the Program for the specified dates on Page 1 of this agreement. If Exhibitor does not exhibit in said space, or fails to comply in any other respect with the terms of this Agreement, then Management shall have the right, without notice to Exhibitor, to offer said space to another entity and Exhibitor agrees to pay any deficiency, loss or damage suffered by Management as a result. The Exhibitor shall not assign or sublet any part of the space.
- c) **Authorized Individuals:** The Exhibitor Representative designated by Exhibitor on Page 1 of this agreement will serve as the Primary Contact who will have charge of the Exhibit and assigned Space. Exhibitor agrees that said Representative is the only person authorized to represent Exhibitor in transactions relative to the exhibit. In the event that the Representative is not available, Exhibitor agrees to provide Management with another authorized Representative within 24 hours; or if the Program has already started, within 2 hours. **All individuals that will be physically present in the Program, Exhibit or community areas during the Event Dates are required to be in possession of a Program Pass and visibly wearing a Badge issued by Management.** Passes and Badges may not be shared between individuals. In the event that Exhibitor plans to have additional individuals on-site during the Exhibit Dates, the number of which exceed the Passes provided as part of the package or purchased, Exhibitor agrees to notify Management and make arrangement for purchase of additional passes at the published prices at least 72 hours prior to their arrival at the Venue. Upon arrival at the Venue, all individuals will be required to check in at the Program Desk/Office to receive a Badge to be visibly worn at all times while in the Program Areas .
- d) **Exhibit Space Assignment, Location and Relocation:** The location of the exhibits within the Venue and the individual space assignments are made at the sole discretion of Management. Management will not guarantee any particular location ahead of time and reserves the right to relocate the exhibit with the community/exhibit area with or without advance notice to Exhibitor. Management is responsible for any costs incurred with such a relocation, except as provided for in the Force Majeure or Change in Venue/Format section of this agreement. In assigning specific spaces, Management will take into consideration the Venue's layout, Program requirements, space restrictions, sponsor package benefits (i.e. premium placement) and where reasonable, Exhibitor's requirements (i.e. special activities within the space) and requests (i.e. co-location preferences such as next to a specific exhibitor). All Exhibitor requirements and requests must be in writing (email) with receipt acknowledged by Management at least 5 business days prior to the Program Date. Space will be assigned upon receipt of a signed agreement and payment of any outstanding fees. **Unless noted otherwise, Space/Booth numbers are not utilized at this Program.**
- e) **Exhibit Fee:** The Exhibit Fee includes an assigned area of the size designated on Page 1 in the designated exhibit area furnished with the complimentary items indicated on Page 1, items purchased through registration and/or other items approved by Management that are provided at Exhibitor's expense. The Exhibit Fee includes registration for 1 individual for 1 day which provides access to the Program's plenary, general or concurrent sessions and meal functions held on that day that do not require a separate ticket.
- f) **Exhibit Installation (Set-up) and Removal (Dismantle):** The dates and times that the space will be available for the installation and/or removal of exhibits is indicated on Page 1 of this agreement. Exhibitors requiring additional time or time outside of the hours indicated, must request approval from Management. Exhibitor agrees to remove (or store away appropriately) any boxes, crates or waste related to the installation of Exhibit in a timely manner. Exhibitor agrees to have exhibit ready for viewing by the Viewing Date/Time indicated of Page 1 of this agreement. While recommended, **Exhibitor is NOT required to be physically present in the exhibit space during the Viewing times;** however, Exhibitor agrees to have the Representative reasonably accessible to Management as described in the Authorized Individuals section of this agreement. Exhibitor agrees to complete the removal of the exhibit and any waste by the conclusion of the Dismantle time period indicated on Page 1 of this agreement. All exhibits, material, and waste not removed by the conclusion of the Dismantle time period, will be removed by Management or the Venue at the express risk and expense of Exhibitor. Exhibitor agrees to finalize shipping arrangements for any boxes, packages or crates before the conclusion of the Program.
- g) **Staffing Assistance and Outside Vendors:** In the event that Exhibitor plans to have individuals, including vendors (i.e. decor, furniture rental) that are third-party/outside vendors (i.e. not provided by Management or the Venue), *assisting only* with the installation and/or removal of the Exhibit, Exhibitor agrees to notify Management at least 72 hours prior to their arrival at the Venue. Vendors may be required to provide evidence of adequate insurance and sign an indemnification agreement with the Venue. Upon arrival, these individuals will be required to check in at the Program Desk/Office to receive a Limited Access Pass/Badge that grants access to the community areas of the Venue for the purposes of installing and/or removing the exhibit during the Set-up/Dismantle Times only. Individuals may be subject to additional screening or requirements. The badge must be visibly worn at all times while in the Program areas and Venue as appropriate (i.e. service elevator).
- h) **Shipping and Transportation:** Exhibitor is responsible for the transportation, shipping, drayage, installation, maintenance and removal of all exhibit displays and materials. Information, including the Venue's address, fees and policies related to storage and handling of packages and pallets is available in the Shipping Information available upon request. All tools, equipment and personnel shall be provided by Exhibitor or an Approved Vendor.

AAHC & AHPCO Agreement for Exhibit Space

Agreement Continued...

- i) **Arrangement and Appearance of Exhibit:** Exhibitor agrees to arrange Exhibit within the assigned space so as not to obstruct or interfere in any way with the general view or the view of the other exhibits, other exhibitors, or the free passage of Program attendees and Venue staff. The decision of the Management as to what constitutes such obstruction or interference shall be final. During the Viewing Dates and Times as indicated on Page 1 of this agreement, Exhibitor agrees to keep assigned space suitably arranged and clear of paper waste, packing materials and articles of a like nature at all times. Boxes, crates, or packing cases must be stored away (not visible) with the exception of during the Set-up/Dismantle Dates and Times as indicated on Page 1 of this agreement. Exhibitor agrees to place waste in the receptacles provided in the Venue for this purpose. Management will provide for the daily light cleaning of the community areas but not the exhibit space itself (e.g. the walkway or aisles between tables will be vacuumed but the area behind the table will not be.)
- j) **Care of Space, Venue:** Exhibitor agrees not to deface, injure or mar the Space, Venue or any of the furniture or fixtures contained therein, and/or any of the property of whatever nature placed therein by Management or the Venue. Exhibitor shall be liable to the Venue, and/or Management for any damage resulting to Venue, furniture and fixtures contained therein and/or such property placed therein by Management, which shall occur by reason of the commission or omission of Exhibitor and/or its officers, employees or agents. Exhibitor shall defend and hold harmless Management from all claims and suits against said Management arising from the aforesaid commissions or omissions of Exhibitor and/or its officers, employees or agents. All materials used by Exhibitor must conform to the requirements of the entity having jurisdiction over the Venue (i.e. Fire Department; Board of Insurance Underwriters) wherein the Program is being held. Exhibitor agrees to not allow any article to be brought into or any act done upon the Venue which will violate or increase the premiums on the policies of insurance held by the Venue. Exhibitor is responsible for the expense of repairing damages.
- k) **Program Policies (Rules and Regulations):** Management has full authority to determine the Program policies that will apply to individuals attending the Program both in-person and remotely as well as rules and regulations for exhibits and other activities that occur as part of or in connection with the Program. Management will publish the policies, rules and regulations or otherwise make available upon request. Management reserves the right to amend the policies, rules and regulations at any time, including reasonable changes that support the goals of the Program, without advance notice. Exhibitor agrees to abide by the policies, rules and regulations related to the exhibit. All individuals regardless of their role in the Program are also expected to abide by the Program policies, including any **Code of Conduct** that is in effect for the Program.
- l) **Conduct Guidelines, Permitted/Prohibited Activities and Attire:** All individuals physically or virtually present in the Program areas are expected to abide by the **Code of Conduct** that is in effect for the program and comport themselves with respect for others and maintain the highest level of professionalism at all Program-related activities, whether officially sponsored by Management or not. Harassment, abuse, intimidation or discrimination in any form is not tolerated. Exhibitor agrees to ensure their exhibit, including any displays, materials, signage, and items are appropriate for a professional adult audience including people of diverse backgrounds, cultures and perspectives. Management reserves the right to decline and/or remove any exhibit, display (both printed and digital), signage, materials or items, which in its sole discretion is not suitable. The Program provides participants with formal and informal opportunities to network with one another, as well as, speakers, sponsors, exhibitors, staff and others in attendance at the Program. **All program participants have the right to choose who they would like to interact with**, including exhibitors in either the assigned exhibit space, exhibit area or community areas, or other spaces with the Venue whether the space is designated for the Program or not. Participants that experience or observe harassment or incidents of unacceptable behavior at the Program are encouraged to notify Management in writing or on-site to the designated representative. Management reserves the right to address the behavior and/or mitigate the situation, without advance warning, including contacting Venue security or local law enforcement to effect the removal of any individuals from the Program areas and/or Venue.

Activities: Activities that are related to the promotion of Exhibitor's products and/or services are permitted within the assigned exhibit space, including: distribution of literature, demonstrations, sales "pitches", negotiations, registration of prospects, as well as actual sales and taking of orders/sales for future delivery of products and/or services, provided Exhibitor is in compliance with the policies, rules and regulations and any applicable laws for the jurisdiction where the Venue is located. Exhibitors may not enter the exhibit space of other exhibitors without invitation; nor may exhibitors invite (call out) to an individual from one exhibitor's exhibit space into their own. Exhibitors may not alter, change or remove signage, fixtures or materials provided by Management.

Suggested Attire: There is not mandated attire (i.e. Dress Code) for the Program, however, any Code of Conduct provisions extends to clothing and accessories where applicable. The suggested attire for participants including Exhibitors is Business/Smart Casual/Healthcare for all Program activities, unless otherwise noted.

- m) **Service Fees, Taxes, Licenses and Permits:** In the event that the space (or items provided by Management within) are subject to a service charge, taxes (i.e. sales tax) or require a permit or license, Management agrees to be responsible for the identification, acquiring, reporting and/or payment of any such tax, permit, license or related fees. In the event, items provided by Exhibitor within the space, including those provided by a Vendor (i.e. power, food) or activities that take place within the space (i.e. book sales), are subject to a service charge, taxes (i.e. sales tax) or require a permit or license, Exhibitor agrees to be responsible for the identification, acquiring, reporting and/or payment of any such tax, permit, license or related fees.

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- n) **Waivers and Insurance:** The exhibit area is located in a 24-hour accessible, un-secured area of the Venue. Exhibitors may insure their personnel or goods against injury, theft, damage by fire, accident or other cause, at their own expense. Management assumes no responsibility for the safety of the personnel and property of Exhibitor or of the personal property of Exhibitor's officers, employees, or agents while in the Venue. Additionally, Management is not responsible for any injury or loss that may arise or come to Exhibitor's officers, employees or agents, or its goods, from any cause whatsoever, and any and all claims or damages therefore are hereby expressly waived by Exhibitor. Exhibitor agrees to indemnify and hold harmless Management from any and all liabilities to any person or persons for or by reason of any condition, whether defective or otherwise, or of any apparatus, equipment or fixtures placed upon the said premises by Exhibitor or any of its officers, employees or agents.
- o) **Photo/Likeness, Logo/Name Use and Endorsement:** Exhibitor authorizes Management to use their name, logo or make reference to the Exhibitor in an appropriate manner in order to promote/publicize the Program. Exhibitor grants Management a limited license to use their logo or marks in connection with the appearance in the Program and provide a website for the linking or digital elements. Management grants Exhibitor a limited license to use the Program Logo in connection with Exhibitor's participation in the Program; linked digital elements must direct to the website provided by Management. Both parties agree to abide by any usage guidelines provided and either party may rescind the license at any time upon written notice. Exhibitor acknowledges that their appearance in the Program or promotional activities as indicated above does not constitute an official endorsement by Management. At Management's discretion and expense, the exhibit area and community areas and individuals therein may be photographed or video-taped. Individuals participating in the Program, including Exhibitors will be required to sign a Photo/Likeness Release prior to being granted access.
- p) **Proprietary/Statutory Rights and Confidentiality:** Exhibitor agrees to acquire third-party permissions as needed for materials, items, artwork or sounds (i.e. music) submitted to Management or displayed in or as a part of the Exhibit. Exhibitor agrees that none of the material (including images, music, etc.) contained in or associated with the Exhibit will violate or infringe upon the proprietary or statutory rights of any person or entity, including but not limited to copyright, trademark, patent or intellectual property rights. Exhibitor agrees that the material, remarks or activities taking place within the Exhibit or assigned Space does not constitute an invasion of anyone's right to privacy; and will not libel, slander or defame anyone. Exhibitor agrees that none of the information, materials or items provided to Management or displayed in the Exhibit are confidential.
- q) **Relationship of Parties:** Both parties agree that nothing in this agreement should be construed as creating an employment or independent contractor relationship between the parties.
- r) **Assignment; Modifications:** This agreement is not assignable to any other party by Exhibitor without prior written approval from Management. This agreement shall not be modified unless the changes are in writing and approved in writing by both parties.
- s) **Term, Termination and Continuing Obligations:** This agreement shall bind the parties hereto, their successors, heirs, executors and administrators. This agreement is in effect until cancelled by either party as set forth below in the Cancellation section of the Agreement; or the Program concludes. Upon termination, both parties obligations will automatically and immediately cease, except for the following which survive termination of this agreement: Service Fees, Taxes, Licenses and Permits; Waivers and Insurance; Photo/Likeness, Logo/Name Use and Endorsement; Proprietary/Statutory Rights and Confidentiality.
- t) **Cancellation; Force Majeure; Change in Venue or Program Format:** Cancellations must be in writing (email) to the Exhibitor Representative or Management as indicated on Page 1 of this agreement and acknowledged as received. Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by either Party is prevented due to Acts of God, exchange controls, import or export controls, any other Government restriction or change in laws/regulations, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, threat of terrorist attacks, health emergencies which impede travel and/or prevent public gatherings, lockouts or any other cause beyond the reasonable control of a Party, such Party shall not be responsible to the other Party for failure or delay in its performance of its obligations under the terms of the Agreement. Each Party shall promptly notify the other Party of such force majeure condition. In the event that Management determines the Venue or the community/exhibit area is not suitable, or if the Venue becomes unavailable on the Event Dates, Management will attempt to secure another venue that is suitable within a reasonable distance to the original Venue and notify Exhibitor. If for any reason, another venue is not able to be secured, Management will have the option of changing the Program format to a wholly virtual Program or notifying the Exhibitor pursuant to the Force Majeure provision noted above.
- u) **Exhibitor Failure to Appear:** In the event, Exhibitor fails to appear on-site and/or complete installation of Exhibit before the commencement of the Viewing Time indicated on Page 1 of this agreement, Management reserves the right to remove the exhibit from the exhibit area or offer said space to another entity; Exhibitor agrees to pay any deficiency, loss or damage suffered by Management as a result.
- v) **Effectiveness; Arbitration; Governing Law:** This Agreement shall become effective when signed by Exhibitor as provided for on Page 1 of this agreement. Any and all claims, controversies, disputes, actions or demands arising out of or in any way related to the Agreement or the enforcement thereof, shall be subject to exclusive jurisdiction of courts seated in **Maricopa County, Arizona, USA**. This Agreement shall be governed by, and be construed in accordance with, the internal laws of the United States of America, without giving effect to any choice or conflict of law provision.

- END OF AGREEMENT -

Date

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