

PHCC of MA Exhibitor Terms and Conditions

1. **Management.** This event is sponsored by PHCC of MA (hereinafter designated as "Management" in this document). An "Exhibitor" is an applicant that has been accepted for participation in the Trade Show by Management. The issuance of a written Booth Confirmation notice by Management or its representatives, in response to a complete and submitted Contract, shall constitute a binding contract of participation between Management and the Exhibitor. The Exhibitor and Management acknowledge these Event Terms and Conditions as the elements of the Contract of participation. Violations of any of the Event Terms and Conditions of the Contract shall entitle Management to exclude an Exhibitor from the Event and seek remedies for damages caused by such violations, including without limitation reasonable attorney's fees. The Exhibitor must comply with the Event Terms and Conditions relating to the officially designated show contractors, the facility and all federal, state and local governmental authorities. Management has the sole authority to accept or reject an application to exhibit in the PHCC of MA Trade Show and to determine which exhibitors are the best fit for conference attendees.
2. **Conditions of Payment.** FULL PAYMENT is required with this Contract to hold exhibit space. Space cancellations before January 31, 2023 shall be refunded 50% of fee paid. After January 31, 2023, no refunds on exhibit space cancellations will be made. All cancellations must be made in writing. Any exhibitor that does not meet financial obligations with regards to this Contract will be responsible for all outstanding debts, as well as attorney's and collections fees related to such debts.
3. **Display Restrictions.** All products, services, or literature displayed must fit within the allotted space (i.e., 8 x 10 booth) and may not exceed 96 inches in height from the floor up. Electrical power will be available to Exhibitor. Exhibits may not project beyond the space allotted or interfere with traffic or other exhibits, including line of sight. Exhibits may not extend into any aisle. No additional furniture beyond that provided by Management's turnkey package or that available through Management's show decorator in conjunction with the Showcase Program is permitted. Management reserves the right without recourse to prohibit any portion of any exhibit, which, in its opinion, is not suitable, or in keeping with the character of the event. This reservation of rights by Management applies to persons, things, conduct, printed matter, catalogs, and any other material relating to or affecting the event.
4. **General Restrictions.** (a) Exhibitor shall not in any manner indicate that a Management endorsement or approval of Exhibitor's product(s) or service(s) has been given by Management merely because Management has allowed such product(s) or service(s) or literature to be displayed at the Trade Show. (b) Tacking, posting, taping or nailing signs, banners, etc. to any permanent walls or woodwork will not be permitted. Any damage to the exhibit hall by Exhibitors or their employees or agents shall be paid for by the Exhibitor causing such damage. (c) No visual or audio recording or transmission of the Trade Show may be made by or on behalf of Exhibitor without the prior written consent of Management. (d) Exhibitor shall not assign, sublet or apportion the whole or any portion of booth allotted, nor exhibit or display therein any literature other than that produced or distributed by the Exhibitor in the regular course of his/her business. (e) Firms and representatives of firms not assigned exhibit space are prohibited from soliciting business in any form in the exhibition area. Violators of this prohibition will be promptly ejected from the show. (f) Admission to the event will be by registration badges and all Exhibitor personnel must wear registration badges in the exhibit hall. Also, all Exhibitor personnel must abide by established registration fee and/or policy requirements of Management. (g) The use of any public area outside of the exhibit area for the display of products and/or services or demonstrations or the distribution of circulars, samples or other material is prohibited. (h) No loudspeakers or audio or video equipment that interfere with adjoining exhibitors will be permitted in the exhibit area. (i) Exhibitor shall not use or permit the exhibit area to be used in conflict with any law, ordinance, rule or regulation of any governmental authority; in any manner which constitutes waste or nuisance; or any manner which causes damage or injury to the event venue.
5. **Liability.** Exhibitor hereby assumes responsibility for and agrees to indemnify, defend, save and hold harmless, Management, the event venue, and each of their respective managers, officers, directors, members, sponsors, employees, agents, successors and assigns from and against any loss, damage, claim, liability and expense (including reasonable attorneys' fees), including personal injury or property damage or loss, arising out of or in connection with Exhibitor's participation in the Trade Show. Exhibitor understands that neither Management nor the event venue maintain insurance covering Exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.
6. **Insurance.** All property of Exhibitor is understood to remain under its custody and control at all times, whether in transit to and from or within the confines of the exhibit area and Exhibitor shall maintain insurance covering Exhibitor's property.
7. **Promotional Materials.** Distribution of samples, souvenirs and printed matter of any kind is permitted provided: (a) there is no interference with adjoining Exhibitors; and (b) such distribution is conducted in a dignified manner within the confines of exhibit booth.
8. **Meetings.** No Exhibitor shall hold any meetings or events that conflict with trade show or conference events.
9. **Exhibitor Information.** Management may use the information supplied by an Exhibitor on Exhibitor's Application and the Contract as part of Management's marketing, advertising and other information materials.
10. **Force Majeure.** If the event venue or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event as a result of wind, fire, flood, natural disaster or any other such cause or as a result of governmental intervention, malicious damage, acts of war, terrorism, strike, lockout, labor dispute, riot or any other cause or agency over which Management has no control, or should Management decide that because of any such cause it is necessary to cancel, postpone, or re-site the event or reduce the exhibit time, Management shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof.
11. **Amendments.** Any and all matters not specifically covered by the preceding Terms and Conditions, and the policies and requirements set forth in the Exhibit Space Confirmation and invoice notice shall be determined by Management in its sole discretion. Management shall have the full power to interpret, amend, and enforce these Terms and Conditions, provided any amendments, when made, are brought to the notice of the Exhibitor. Each Exhibitor, for itself and its employees, agrees to abide by the foregoing Terms and Conditions and by any amendments or additions thereto in conformance with the preceding sentence.
12. **Default.** If this Contract is breached by Exhibitor, Exhibitor will not be permitted to exhibit and will be subject to eviction without refund. No waiver of any breach of these rules shall be held to be a waiver of any subsequent breach.
13. **Communications.** Any notices, questions or communication regarding this Contract and the PHCC of MA Trade Show, send to: Wayne Thomas, PHCC of Massachusetts, at tradeshow@phccma.org, wayne@phccma.org or 781-858-7356.