

Future Physicians for Change Convention & Exposition

Exhibit Space and Sponsorship Reservation Form • Terms and Conditions

The Future Physicians for Change Exhibit Space and Sponsorship Reservation Form is an application for exhibit space and sponsorship for the Annual Future Physicians for Change Convention & Exposition (Convention) produced by the American Medical Student Association (AMSA). The following terms and conditions apply to FP4Change Exhibit Space and Sponsorship Reservation Form (Reservation) between AMSA, and the person or entity identified as the organization submitting reservation (Client).

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

- 1a. The Convention will be held at the Hyatt Regency Crystal City, VA, April 17 - 19, 2025.
- 1b. The Convention's Exhibit Hall will be held in the Independence Center & Foyer, Independence Level April 17 - 19, 2025, with move-in and setup April 17, 2025.
- 1c. The Exhibit Hall schedule is published at fp4change.org and is subject to change.
- 1d. The Future Physicians for Change Pre-Health Fair and Residency & Specialty Fair will be held in the Hotel on Saturday, April 19th and the schedule is published at fp4change.org. Schedule and location within the Hotel are subject to change.

2. ELIGIBILITY

- 2a. Companies and organizations that provide products, services and/or programs directly related to the medical profession and whose representatives attend FP4Change Conventions for the purpose of contacting physicians-in-training may exhibit at and be sponsors of the Convention.
- 2b. 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.
- 2c. 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).
- 2d. AMSA does not endorse the products, services, or programs of the organizations that advertise or participate in AMSA publications, meetings, conferences, exhibition halls, conventions, etc.

3. PAYMENT TERMS

- 3a. The assignment of exhibit space and sponsorship is contingent upon receipt of Reservation and either payment in full or a 10% deposit (on or before November 29, 2024). The unpaid amount invoiced by AMSA is due within thirty (30) days upon receipt of invoice. In the event an account becomes sixty (60) days past due, the delinquent account will incur a monthly finance charge of 1.75% of the outstanding balance until all fees are paid.
- 3b. Exhibit space and sponsorships are assigned on a first come, first served basis. Priority is determined by the date the reservation form and required payment is received.
- 3c. Reservation forms submitted after November 29, 2024, must include full payment.
- 3d. AMSA reserves the right to cancel this reservation in case of non-compliance with the payment.
- 3e. Payments may be made with a credit card (American Express, Discover, MasterCard, and Visa), direct deposit, or in the form of a check made payable to AMSA. Cash is not accepted. All payments must be in U.S. currency only.
- 3f. No exhibiting organization will be allowed to set up until all fees have been paid in full.
- 3g. Cancellations must be made in writing to AMSA. For cancellations on or before December 31, 2024, all monies less \$100 service charge will be refunded. No refunds will be given for cancellations after January 31, 2025.

4. CONTENT REQUIREMENTS

- 4a. Client grants AMSA a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Client's name and logo in connection with this event.

5. EXHIBIT SPACE TERMS

- 5a. 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.
- 5b. If Client seeks to utilize the services of a contractor other than the official contractors designated by AMSA for exhibit setup 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 February 14, 2025. Such requests will be granted at AMSA's sole discretion.
- 5c. Clients are required to adhere to AMSA's exhibiting move-in and move-out times. Clients that need additional time for move-in or move-out must submit a request in writing with their reservation. All such requests will be considered on an individual basis.
- 5d. Exhibit space not claimed and occupied by the closing hour of the official move-in date and time as indicated in the final notification may be reassigned without refund of rental paid.
- 5e. All exhibits must be set up and ready for business prior to the official opening of the exhibit area. Setup may not occur during the hours the exhibit area is open to the public. If setup time is needed outside of official setup hours,

Client will be responsible for making the arrangements with AMSA and paying any charges incurred by the Hotel or the contractor(s) needed for setup.

- 5f. 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.
- 5g. Clients that need additional time for move-in or move-out must submit a request in writing with their Contact or at least ten days prior to the setup date. All such requests will be considered on an individual basis.
- 5h. Client agrees to staff at least one employee or representative in exhibit space during published exhibit hours
- 5i. Client agrees not to disturb, dismantle, or remove their exhibit display 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 their goods 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 7:30 pm April 19, 2024..
- 5j. Clients shall not assign, sublet, or share the whole or any part of the space reserved to them. Client agrees to limit the service and/or materials displayed in assigned exhibit space to those purveyed by Client, with the exception that other proprietary equipment may be used solely for the purpose of demonstrating the materials or services of Client.
- 5k. 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.
- 5l. Any distribution of literature or samples shall be limited to Client's exhibit space.
- 5m. Client agrees not to photograph, videotape, 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).
- 5n. AMSA reserves the right to impose a limitation on noise levels and any other method of operation that becomes objectionable.
- 5o. 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

- 6a. Client is responsible for ensuring proper booth construction using permissible drapes, furnishings, signs, and banners and at the discretion and expense of the Client.
- 6b. All exhibits must conform to the International Association of Expositions and Events display guidelines as follows and adopted by AMSA management:
 - 6b1. 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.
 - 6b2. 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.
 - 6b3. Clients 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 January 15, 2025, to AMSA for approval.
 - 6b4. 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" lettering) 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 side walls must be finished. The forward 5' may be solid at a maximum height of 4'.
 - Island Exhibits** – Four open aisles surrounding the 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'.
- 6c. 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.
- 6d. 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.
- 6e. Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, ceilings, furniture, or other property of the Hotel.
- 6f. 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.
- 6g. 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

- 8a. 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. Clients are strongly encouraged to remove or place out of sight all small items from exhibit tables and display areas when exhibits are closed. Clients 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 setup day or for unpacked materials left in the exhibit area after the official closing of the exhibit area.
- 8b. Client is required to maintain the following insurance coverage: 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. Due to exhibitor requests, AMSA includes compliant liability insurance with Exhibit Hall space reservation. This compliant liability insurance meets all the exhibitor liability insurance requirements. AMSA Convention Exhibit Hall exhibiting Future organizations no longer need to find or purchase separate compliant insurance for exhibiting at the Future Physicians for Change convention. Every FP4Change Convention Exhibit Hall exhibitor will receive a Certificate of Insurance from AMSA's Convention provider, Rainprotection, for April 17 - 19, 2025. If Client is providing its own Certificate of Insurance, Client must add the name AMSA and the Hyatt Regency Crystal City as additional insured on their insurance policy for the duration of the Future Physicians For Change Convention.
- 8c. 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.

9. FIRE PROTECTION

- 9a. All exhibits must comply with all fire regulations and are subject to approval with the local fire regulations.
- 9b. Exits, fire stations, and fire extinguisher equipment must not be obstructed.
- 9c. 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.
- 9d. Fire regulations will not permit storage of empty crates and cartons anywhere in the exhibit area.

10. INTELLECTUAL PROPERTY – By submitting the reservation form, 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 a 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 Future Physicians for Change Convention 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 submitting the reservation form), 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 reservation 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 reservation 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 reservation is canceled relative to the total number of hours of open exhibit operation scheduled at the time the reservation 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 by 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 a 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.