



ACCME Learn to Thrive 2027 Exhibitor Agreement

1. CHARACTER OF EXHIBIT

Exhibits are a supplement to the ACCME Learn to Thrive 2027 Meeting (“Meeting”). In alignment with ACCME’s Strategic Goal “to promote excellence in continuing education,” we believe that exhibits can add value to our annual meeting by creating opportunities for companies to share information about products and services that benefit CE providers and their health professional learners. It is critical that all exhibits further this objective to provide value to the ACCME system and its stakeholders. As such, the Exhibitor agrees to exhibit only those of its products used in the purview of accredited continuing education and/or CE accreditation. Additionally,

- a. ACCME reserves the right to prohibit any exhibit, part thereof, or proposed exhibit that in its opinion is not in keeping with the spirit and character of the Learn to Thrive 2027 Meeting.
- b. ACCME reserves the right to restrict exhibits that become objectionable because of noise, method of operation, materials, or any other reason and also to prohibit or to evict any exhibit (including representatives of the company exhibiting) that in the opinion of ACCME may detract from the general character of the exhibit program as a whole. In the event of such restriction or eviction, ACCME is not liable for any refund or other expenses incurred by the Exhibitor.
- c. Exhibitor is not permitted to obstruct the view or adversely affect the displays of other Exhibitors.
- d. Exhibitor is solely responsible for making exhibit space accessible to persons with disabilities as required by law.

2. ASSIGNMENT AND RELOCATION OF EXHIBITS

Exhibitor understands and agrees that ACCME has discretion on the assignment of exhibit space. ACCME reserves the right to alter Exhibitor’s assigned location at any time if deemed in the best interest of the exhibit program as a whole.

3. PAYMENTS

If an Exhibitor’s application is accepted, payment for rental of exhibit space and associated upgrades, including sponsorships, will be due in full within 10 days of acceptance. In the event that Exhibitor fails to pay all amounts due by the due date, Exhibitor loses all right to space and ACCME reserves the right to reassign that space to another Exhibitor.

4. CANCELLATION/REDUCTION OF SPACE

In the event that the Exhibitor cancels participation in the exhibit, Exhibitor shall promptly notify ACCME in writing. If the cancellation is received by ACCME on or before April 15, 2027, the exhibit fee will be refunded less a processing fee of \$500. No refund will be made for a cancellation or reduction received after April 15, 2027. Upon cancellation, Exhibitor loses all right to space and ACCME reserves the right to reassign that space to another Exhibitor.

5. EXHIBIT PACKAGE

Exhibitor Package includes a variety of benefits, including but not limited to:

- One 6-foot exhibit table with two chairs, wastebasket, access to a 15-amp electric connection, and power strip
- Wireless internet connection
- One complimentary registration to Learn to Thrive 2027
- Exhibitor acknowledgement with logo and hyperlink included in one Learn to Thrive 2027 promotional email prior to the meeting
- Exhibitor acknowledgement with logo and hyperlink on the Learn to Thrive 2027 website exhibitor page
- Exhibitor acknowledgement with logo and hyperlink on the Learn to Thrive 2027 mobile application exhibitor tab
- Half-page ad in the exhibitor brochure

For a complete list of inclusions, see the Exhibitor and Sponsor Prospectus.

Exhibitors may contract specific audio-visual needs with Encore, the audio-visual provider for the Hyatt Regency Chicago, within limits set by ACCME. No other contractors may be used without the express permission of ACCME.

6. EXHIBIT HALL

Each Exhibitor must deliver to the exhibit hall area all equipment and materials, and completely set up the exhibit, within the set up hours. Property received after the exhibit hall opening must be arranged in spaces only during the hours when the exhibit hall is not open to attendees. Exhibits will not be permitted to be packed or removed from the building at any time after set up until the final closing of the exhibit hall. Exhibitors are responsible for all expenses incurred for shipping of materials to and from the hotel.

The exhibit must be fully staffed at all times when the exhibit hall is open. ACCME reserves the right to make such modifications in the exhibit hours as may be necessary to meet program needs, with full and sufficient notice given to all contracted Exhibitors.

7. USE OF SPACE

All promotional material must be distributed from within the confines of the Exhibitor's own contracted space. Materials bearing any name or form of advertisement may not be displayed anywhere other than the space contracted. Exhibitors may not affix anything to the walls, doors, floors, or columns of the Exhibit Area. Backdrops are permitted, but may not be more than 8 feet wide so as to not encroach on adjacent exhibits.

Exhibitors may not place brochures, marketing materials, flyers, or other collateral material (e.g., pens, giveaways) outside of that Exhibitor's assigned exhibit space. Each Exhibitor is responsible for keeping the aisle or aisles near contracted space free of congestion resulting from demonstrations or promotions.

Sharing or subletting of space is not permitted.

8. MARKETING OUTSIDE THE EXHIBIT SPACE

Exhibitors are prohibited from scheduling hospitalities or programs outside of their exhibit contracted space(s) during times of the ACCME official program. Distribution of educational or promotional materials by Exhibitor company or representatives is limited to Exhibitor's exhibit space inside the exhibit hall and may not occur in the ACCME meeting rooms or be delivered to participants' guest rooms.

Exhibitors with a Learn to Thrive 2027 Meeting badge are welcome to attend ACCME educational sessions as learners but must refrain from engaging in any marketing or sales activities during these sessions. Each Exhibitor is entitled to one complimentary badge per contracted space.

9. FOOD AND BEVERAGE

ACCME must be notified of an Exhibitor's intent to distribute food or beverage items. All such items must be approved by ACCME and ordered directly from the Hyatt Regency, as Exhibitors are not permitted to bring in outside food or beverages.

10. INSURANCE

Exhibitor agrees to obtain and maintain proper and adequate insurance to guard against all applicable and possible risk that may include but not be limited to, general liability insurance, workers' compensation, technology errors and omissions, and cyber, privacy or network security insurance. Such insurance must cover the dates of the ACCME conference. Exhibitor must furnish a certificate(s) of insurance to ACCME if requested. Exhibitor bears the risk of loss due to the inadequacy or failure of any insurance or any insurer. ACCME shall not in any event be liable to Exhibitor for any damages.

11. SECURITY

Exhibitors are responsible for the security of their exhibit and related materials. The exhibit hall is not locked. ACCME does not assume responsibility for damage to, loss of, or theft of property.

12. PHOTOGRAPHY CONSENT

As part of the Learn to Thrive 2027 Meeting, you may be photographed, or you may be recorded on audio and/or video. These photos/recordings may be used in promoting future meetings or in other marketing related to ACCME. Your signature below and attendance at this event constitutes your consent to be photographed or recorded.

13. USE OF ACCME NAME AND LOGO

The ACCME name and logo are the exclusive property of ACCME and as such, may not be used by your company in signs, advertising, or promotions in any of your company's marketing materials or on descriptive products either inside or outside of the exhibit hall. This rule applies before, during, and after the Meeting.

14. INDEMNIFICATION

Exhibitor shall indemnify, defend, and hold harmless ACCME, and its members, directors, officers, employees, and agents from and against any and all causes of action, proceedings, claims, disputes, losses, damages, liabilities, attorneys' fees, expenses, or costs asserted by third parties arising from or caused by any act or omission by Exhibitor in the exercise of its rights and performance of its duties under this agreement or due to any breach of this agreement. This indemnification obligation includes property damage or personal injury caused by the Exhibitor's table, displays, gifts, materials, equipment, and other property.

15. LIABILITY

ACCME and its members, directors, officers, employees and agents shall not be liable to Exhibitor for damages of any type arising from Exhibitor's presence and conduct at the Meeting, including, but not limited to, direct or indirect special, punitive or exemplary, incidental or consequential damages, regardless of whether such damages are sought based on a breach of contract, breach of warranty, negligence, tort or any other legal or equitable theory, including strict liability. ACCME's total aggregate liability under this agreement is limited to amounts paid by the Exhibitor to ACCME.

16. FORCE MAJEURE

The performance of this agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party, such as acts of God or government authorities, natural

disasters, war, acts of terrorism, sabotage, government regulations, disasters, strikes or civil disorder, closure of air space or curtailment of transportation facilities, or any other emergency circumstance to the extent that such circumstance renders the performance of the agreement or the convening of the Conference illegal, impractical, or impossible as scheduled and planned.

17. SEVERABILITY

If any provision of this agreement is to be held invalid for any reason, such holding shall not affect or nullify the validity of the remaining provisions of this agreement.

18. ENTIRE AGREEMENT

This agreement is the entire agreement between the parties and supersedes any and all other agreements either verbal or written with respect to its terms and conditions. This agreement may only be modified or amended by a written addendum executed by both parties.

By signing, ACCME and Exhibitor agree to abide by all terms and conditions set forth in this agreement.

For Exhibitor:

Signature

Name

Title

Company Name

Date

For ACCME:

Signature

Name

Title

Date