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**Minnesota Network of Hospice & Palliative Care**

2020 MNHPC Annual Conference

**SUPPORTER AND EXHIBITOR TERMS AND CONDITIONS**

Thank you for deciding to support and/or exhibit at the Minnesota Network of Hospice & Palliative Care 2020 Annual Conference (Conference), held April 5–7, 2020 at Saint Paul RiverCentre (Venue) in St. Paul, MN. We look forward to seeing you there.

By agreeing to support and/or exhibit at the Conference, you are entering into an agreement between your organization (Exhibitor) and Minnesota Network of Hospice & Palliative Care or its agent (MNHPC) according to the following terms:

**1. HOW DO I BECOME AN EXHIBITOR AND/OR SUPPORTER?**
1.1 You will complete the Supporter and Exhibitor Commitment Form and pay a fee of $1,395/non-member rate and $1,095/member rate. If you are interested in becoming a member of MNHPC please contact Susan Marschalk, Executive Director at smarschalk@mnhpc.org. MNHPC will send written or electronic confirmation upon receipt of the completed Supporter and Exhibitor Commitment Form and payment in full. If you have questions about payment options, please contact Susan Marschalk, Executive Director at smarschalk@mnhpc.org.

**2. WHAT HAPPENS IF I WANT TO CANCEL A BOOKING?**
2.1 Cancellation by Exhibitor. In the event you need to cancel your exhibit space, a portion of your fees will be refunded if written notification is received by MNHPC according to the following schedule: By October 31, 2019, 75%. By December 31, 2019, 50%. By February 28, 2020, 25%. No refunds will be given for cancellations after February 28, 2020.

**2.2 Cancellation due to Events which are out of Exhibitor’s or MNHPC’s control.** Neither the Exhibitor nor MNHPC shall be required to perform its obligations under the contract to the extent that performance of their respective obligations is prevented by an event beyond the control of MNHPC or the Exhibitor, including but not limited to weather events, war, explosions, earthquakes, terrorism or strikes.

**3. HOW ARE EXHIBIT SPACES ALLOCATED?**
3.1 Allocation of exhibit space: Please review: Exhibit space will be assigned based on the level of support and date that MNHPC receives each Exhibit Commitment Form and payment. MNHPC reserves the right to modify the floor plan, if needed. In all instances, MNHPC reserves the right to determine final placement of the Exhibitor if any changes are necessary. When possible, Exhibitor will have the opportunity to choose the placement.

**4. WHAT ARE THE SPECIFICATIONS OF THE EXHIBIT SPACE?**
4.1 The exhibit space includes a table and chairs. All tables are 8 ft in length and include a black cloth that will reach the floor. If desired, the Exhibitor shall finish or drape the back of unfinished structures at their own expense.

**5. HOW MANY REPRESENTATIVES CAN AN EXHIBITOR HAVE?**

5.1 All Exhibitors will be furnished with one (1) complimentary booth staff pass for each space leased. This registration will grant access to the Exhibit Area ONLY. Additional exhibit staff passes can be purchased. Only representatives who are employed by the Exhibitor and who will be working the Exhibit Table are to be registered with the complimentary registration. False certification of individuals as Exhibitor’s representatives, sharing of Exhibitor’s badges, or any other method used to assist unauthorized persons to gain admission to the exhibit area will result in requiring the Exhibitor to leave the Conference.

**6. WHAT ARE MY OBLIGATIONS AS AN EXHIBITOR?**
6.1 General Responsibility: The Exhibitor’s designated representative shall represent the Exhibitor in connection with installation, operation, and dismantling of the exhibit. You are encouraged to represent the industry/product/service you represent in a positive, competent, and professional manner. No homemade signs may be displayed.

6.2 Sales of Goods. Over-the-counter sales of goods for onsite delivery are expressly prohibited without having a proper sales tax ID number and providing advance notice

6.3 Restrictions on Promotional and Other Activities. Unless approved by MNHPC, publicizing and/or maintaining any extraneous activities, including hospitality suites, inducements, demonstrations, or displays away from the exhibit area during exhibit hours is prohibited. Exhibit personnel may not engage in sales activity in the room where the educational activity is held. Activity space includes, but is not limited to, lecture halls, break out rooms, and laboratory areas. The Exhibitor agrees to abide by all requirements of theACCME/CME Standard for Commercial Support of Continuing Medical Education.

6.4 Arrangement of displays: The Exhibitor is required to arrange its displays so as to not obstruct the general view or conceal other exhibits. No signs or banners are to be placed outside of the exhibit space assigned to each Exhibitor. Exhibit representatives may not stand in the aisles or hand out materials, flyers or bags in the aisles and must do so only within the allocated exhibit space area.

6.5 Disturbance: Video or sound which is distracting to other exhibitors or conference attendees is not permitted.

6.6 No Assignment/Sublease: The Exhibitor may not reassign or sublease booth space.

6.7 Exhibitor responsible for own property: The property of the Exhibitor is deemed to be under its custody, control and oversight at all times. While MNHPC provides limited security personnel during the hours the conference is not in session, the Exhibitor is wholly responsible for the security of its materials and MNHPC accepts no responsibility whatsoever for any loss of or damage to or theft of property (including materials, displays and equipment) belonging to the Exhibitor.

6.8 Venue Compliance: The Exhibitor must comply with the Venue’s policies..

6.9 Insurance. The Organizers do not accept responsibility for any theft, loss or damage from any cause whatsoever, in respect of any property brought to the Event premises by the Exhibitor. The Exhibitor releases from and indemnifies the Organizers against any liabilities in respect of any loss or damage to the exhibits or any other property brought to the Venue and the Exhibitor shall effect insurance on a full ‘All Risks’ basis for a sum insured equivalent to the full value of all exhibits and other property brought to the Event. The Exhibitor shall provide proof of adequate cover to meet the insurance requirements of the clauses concerning Public Liability, Insurance of Exhibits, Postponement or Abandonment, and Failure to Vacate. The Exhibitor must provide to the Organizers prior to commencing its stand fitting a copy of its public liability insurance certificate and the receipt for the current year’s premium.

**7. SET-UP/PACK-IN AND PACK OUT/DISMANTLING**

7.1 Set-up: Exhibitor move-in time is Sunday, April 5, 2020, 1-5 p.m. All exhibits must be fully installed by Monday, April 6, 2020 by 6:30 am.After this time, installation work will not be permitted. If any exhibitor is not set up and in order by the specified time, MNHPC reserves the right to direct 3rd party services to set up the exhibit at the sole expense of the Exhibitor, or make such other use of space as deemed necessary or appropriate, with no refund made to the original exhibitor. Please bring all your exhibit materials with you or ship them directly to the Venue (Saint Paul RiverCentre, 175 West Kellogg Boulevard, Saint Paul, MN 55102). Please note “Attn: Your Company name/ Your onsite Contact” on all items.

7.2 Dismantling: Exhibits must remain open and staffed during the Conference through the final break on Tuesday, April 7. On the final day of the Conference, packing of equipment or materials may begin between 1:30-2:30 pm and all exhibits must be removed from the site by 6:00 pm on the final day of the Conference. Dismantling cannot occur during conference breaks. After the Conference, the Exhibitor is liable for any handling storage or shipment charges resulting from failure to remove exhibit material when required.

7.3 Responsibility for loss/damage if caused: The Exhibitor will be solely responsible for the cost of remedying any damage and repairs howsoever caused to the Venue’s carpet, walls, floor and property.

**8. WHAT ARE MY OTHER LEGAL OBLIGATIONS?**

8.1 Safety Regulations.The Exhibitor must comply with all federal, state, and local laws and ordinances and regulations pertaining to this Exhibit Space including but not limited to the environment and hazardous materials.

8.2 Fire and Safety Codes. Exhibitor is responsible for knowledge and compliance with all union requirements and Fire and Safety Codes. Table decorations must be flame-proofed. Electrical wiring must conform with all federal, state, and municipal government’s requirements and to National Electrical Codes. If inspection indicates that Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, MNHPC reserves the right to cancel, at Exhibitor’s expense, all or such part of the exhibit that may be non-compliant.

8.3 Americans with Disabilities Act. Each exhibitor shall comply with the Americans with Disabilities Act (ADA), and shall modify policies, practices and procedures as necessary or provide auxiliary aids and services, such as interpreters, to enable individuals with disabilities to participate equally within the confines of the exhibitor’s exhibit space.

 **9. WHAT MARKETING OF THE CONFERENCE WILL BE DONE BY MNHPC?**

9.1 Official Program and Website Listing of Exhibitors: MNHPC will produce an official program listing of supporters and exhibitors and will feature all supporters and exhibitors on MNHPC’s Conference website (Event Websites). MNHPC accepts no responsibility for any misdescription or any other error. Exhibitor gives MNHPC permission to use Exhibitor’s logo and link to Exhibitor’s site from websites associated with the event. MNHPC grants Exhibitor permission to link to the event website. Exhibitor agrees that its website will not contain discriminatory or abusive, or material.

9.2 Consent to use image: By agreeing to be an Exhibitor, Exhibitor gives consent to MNHPC to take and use photographs, images and any video footage of the Exhibitor, or the space during Conference for any of MNHPC’s promotional purposes in perpetuity in any media without any payment to the Exhibitor.

**10. WHAT HAPPENS IF I BREACH THESE TERMS AND CONDITIONS?**

10.1 Unsuitable exhibits: MNHPC has the right to prohibit, prevent or remove any part of any exhibit deemed unsuitable or inappropriate for the purpose of the Conference.

10.2 Failure to comply: In the case of any failure of any Exhibitor to comply with these terms and conditions, or for inappropriate behavior, MNHPC may terminate the Exhibitor’s right to exhibit. No refund or compensation will be payable to the Exhibitor if such termination occurs.

**11. WHO DO I CONTACT WITH QUESTIONS?**

Susan Marschalk

Executive Director

smarschalk@mnhpc.org

651-917-4626

**12. GENERAL**
12.1 Governing Law: These terms and conditions are governed by the laws of Minnesota.

12.2 Alterations to terms and conditions: MNHPC reserves the right to alter these terms and conditions.

**ACCEPTANCE:** The Exhibitor has read the terms and conditions and understands that this agreement is legally binding between MNHPC and the Exhibitor.