

# Terms and Conditions

Acceptance of the PCNA Terms and Conditions is required in order to exhibit at the PCNA Annual Symposium.

Faxed and Mailed Registrations: Completed registration forms that are received by fax and mail will be processed upon receipt, after which a confirmation email will be sent. It is the responsibility of the registrant to follow up with PCNA if confirmation has not been received. Registration form MUST be received by March 15, 2019.

## 1. Application/Contract for Space

As a condition of exhibiting and when applying for exhibit space, an exhibitor agrees to adhere to all rules and regulations outlined in these PCNA Terms and Conditions and all exhibitor information and brochures. Exhibitor acceptance of PCNA's Terms and Conditions is effective upon submission of the application for exhibit space. All matters and questions not covered by these terms and conditions are subject to the decision of PCNA.

## 2. Use of Display Space

All distribution and demonstration of promotional materials must be confined to the perimeters of the exhibitor's booth. No exhibitor shall assign, share, or sublet exhibit space without written consent from PCNA. Exhibits must not obstruct the light, view, or space of other exhibiting companies. Noise from electrical or mechanical apparatuses must not interfere with other exhibitors. No exhibitor shall operate equipment or voice reproducing machines that would cause annoyance of other exhibitors. PCNA reserves the right to determine at what point sound constitutes interference with others and whether it must be discontinued. PCNA reserves the right to change location assignments at any time as deemed necessary. The exhibitor will be informed of any such change immediately and given the option to cancel with a full refund if the reassigned space is not acceptable. After the exhibits close, it is the responsibility of each exhibiting company to return its space to the condition in which it was assumed. Any damage to that space will be the responsibility of the exhibitor. It must be restored to its original condition at the exhibitor's expense. PCNA reserves the right to control all aspects of the Annual Symposium and Exhibit. This restriction includes articles, conduct, printed matter, or anything objectionable to the exhibits as a whole. PCNA specifically reserves the right to determine acceptability of applications for exhibit space and advertising space. PCNA reserves the right to remove exhibitors and their accompanying exhibit materials from the show floor in the event that an activity or presentation of a product is deemed, in PCNA's sole discretion, inappropriate or detrimental to the professional nature of the exhibit.

## 3. Liability, Security and Insurance

The exhibitor assumes all responsibility for any and all loss, theft, or damage to exhibitor's displays, equipment, and other property while on the Marriott St. Paul Waterfront Hotel premises, and hereby waives any claim or demand it may have against the Marriott St. Paul Waterfront Hotel or its affiliates arising from such

loss, theft, or damage. In addition, the exhibitor agrees to defend (if requested), indemnify, and hold harmless PCNA and the Marriott St. Paul Waterfront Hotel and their respective parent, subsidiary, and other related or affiliated companies from and against any liabilities, obligations, claims, damages, suits, costs, and expenses, including without limitation, attorney's fees and costs, arising from or in connection with the exhibitor's occupancy and use of the exhibition premises or any part thereof or any negligent act, error, or omission of the exhibitor or its employees, subcontractors, or agents except where the PCNA or the Marriott St. Paul Waterfront Hotel has acted willfully or negligently.

PCNA will provide security of the periphery of the exhibit hall during set-up and removal hours and during the hours the exhibit hall is closed. Exhibitors are encouraged to remove personal items, product samples, and other valuables when the exhibit hall is closed and secure them in their hotel room or other safe place.

The exhibiting company shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit Agreement, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage. Certificates of insurance must be furnished to PCNA upon request.

PCNA and the Marriott St. Paul Waterfront Hotel, its owners, and its operator shall be included in such policies as additional named insurers. In addition, the exhibiting company acknowledges that neither PCNA, nor the Marriott St. Paul Waterfront Hotel, its owners, and its operator maintain insurance covering exhibitor's property and that it is the sole responsibility of the exhibiting company to obtain business interruption and property damage insurance insuring any losses related to PCNA's Annual Symposium. PCNA shall not be held liable for failure to hold the Annual Symposium as scheduled.

## 4. Fire, Safety and Health

The exhibitor assumes all responsibility for compliance with local, city, and state ordinances and regulations covering fire, safety and health. All materials must be non-flammable and are subject to inspection by the Fire Marshal. The PCNA Annual Symposium is a strictly non-smoking event.

## 5. Food and Beverage

Unless permission is granted by PCNA or the Marriott St. Paul Waterfront Hotel, exhibitors may not bring food or beverages into the PCNA exhibit hall. Food/nutritional companies that would like to provide product samples at their booths must request permission at least six weeks in advance of the Annual Symposium.

## 6. Rights to Event Photographs and Videos

This event will be photographed and video recorded. Exhibitor gives consent to PCNA to photograph and/or video record their booth and representatives at the PCNA Annual Symposium. Photographs and video recordings may be reproduced and distributed in whole or in part by PCNA and in any and all forms as may be chosen. The exhibitor shall not have a right to the proceeds derived from such distribution and use.

## 7. Labor

Exhibitors are required to observe all contracts in effect between PCNA, service contractors, facility and the labor organizations involved.

## 8. Booth Staffing and Set-up

As a courtesy to participants and fellow exhibitors, exhibiting companies must open their exhibit on time and have staff at the booth at all times during the exhibit hours. All exhibits must be in place (with empty cartons & trash removed) by 10:30 am on Thursday, April 11, 2018. Any exhibitors not setup by that time will be charged applicable fees for setup/installation and a \$250 penalty from PCNA management. Each person working in or visiting the exhibits will be required to register and wear an identification badge.

## 9. Use of PCNA Logo and Marriott St. Paul Waterfront Hotel

Use of the logos of PCNA and the Marriott St. Paul Waterfront Hotel in any form is strictly prohibited. Reference to PCNA and/or Marriott St. Paul Waterfront Hotel in any form of advertisement must be approved in advance by PCNA.

## 10. Americans with Disabilities Act

Exhibitors are fully responsible for compliance with all applicable provisions of the Americans with Disability Act (ADA) with regard to their booth space, including, but not limited to, wheelchair access provisions. Exhibitors shall indemnify, hold harmless, and defend PCNA, its officers, directors, agents, members and employees from and against any claims, liabilities, losses, damages, and expenses (including attorneys' fees and expenses) resulting from or arising out of the exhibitors' failure or allegations of exhibitors' failure to comply with the provisions of the ADA.