



MINNESOTA NETWORK OF  
HOSPICE & PALLIATIVE CARE

## **2019 Conference Supporter & Exhibitor Terms and Conditions**

### **Educational Independence**

This activity is for scientific and educational purposes only and will not promote any specific proprietary business interest of the Supporting/Exhibiting Organization, directly or indirectly. MNHPC and the accrediting providers are responsible for all decisions regarding the identification of educational needs, determination of educational objectives, selection and presentation of content, selection of all persons and organizations that will be in a position to control the content of the activity, selection of education methods, and the evaluation of the activity.

Arrangements for exhibits and conference support may neither influence planning nor interfere with the presentation of the educational activity. Commercial/promotional materials may not be displayed nor distributed in the same room immediately before, during, or immediately after the activity. Representatives of conference supporters and exhibitors may attend the activity, if desired, but 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 Supporting/Exhibiting Organizations agree to abide by all requirements of the **ACCME Standard for Commercial Support of Continuing Medical Education**.

### **Conference Cancellation**

Neither Party shall be liable for the non-performance of its obligation under this Agreement if such performance is caused by weather, natural disasters, strikes, war, terrorism, utility outages, communication outages, or any other circumstances which could not have been reasonably foreseen and avoided by commercially reasonable action or are beyond the reasonable control of a Party ("Force Majeure"). A Party shall be excused from performance under this Agreement for the duration of the effects of such Force Majeure circumstances.

### **Cancellation of Conference support, exhibit space or additional options**

In the event you need to cancel your support level, exhibit space, or any additional options, a portion of your fees will be refunded if written notification is received by The Event Group, Incorporated as per the following schedule: By October 31, 2018, 75%. By December 31, 2018, 50%. By February 28, 2019, 25%. No refunds will be given for cancellations after February 28, 2019.

### **Payment**

Supporter level and/or exhibit space is confirmed with payment in full. Please contact Nancy Gallagher at Nancy.Gallagher@eventshows.com to discuss payment methods.

### **Linking Terms and Conditions**

MNHPC has the right to use the Conference Supporter/Exhibitor's logo and link to Conference Supporter/Exhibitor site from websites associated with the event ("Event Websites"). MNHPC grants Supporter/Exhibitor the right to link to the event website. Conference Supporter/Exhibitor agrees that its website will not contain libelous, defamatory, obscene, pornographic, abusive, or unlawful material. The Event Website, including any content or information contained therein are provided "AS IS" with no representation or warranties of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

### **Exhibitors**

All exhibitors shall be bound by the rules and regulations set forth herein and by such amendments or additional rules and regulations that may be established by Minnesota Network of Hospice & Palliative Care (MNHPC) or The Event Group, Incorporated.

### **Assignment of exhibit space**

Exhibit space will be assigned based on the level and date that MNHPC receives each contract and payment. MNHPC reserves the right to modify the floor plan as necessary. In all instances, MNHPC reserves the right to determine final placement of the exhibitor.



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### Standard Exhibit

Each Exhibitor Space includes a table and chairs.

### Installation / Dismantling

**Exhibitor move-in time is Sunday, April 14, 2019, 1-5 p.m. All exhibits must be fully installed by Monday, April 15, 2019 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 Facility (DoubleTree by Hilton Bloomington - Minneapolis South, 7800 Normandale Blvd, Bloomington, MN 55439). Please note "Attn: Your Company name/ Your onsite Contact" on all items.**

Please Note: Packages/Shipments will only be accepted April 11-12, 2019.

### Exhibitor Services and Material Handling

Shipping will be handled by each exhibitor. Shipments directly to the Facility (DoubleTree by Hilton Bloomington - Minneapolis South, 7800 Normandale Blvd, Bloomington, MN 55439) have the following fees:

<b>Weight</b>	<b>Price per box</b>	<b><u>In addition, all packages should be labeled as follows:</u></b>
0-5 lbs.	\$5.00	Your Company name/ Your onsite Contact
6-20 lbs.	\$10.00	C/O DoubleTree by Hilton Bloomington Minneapolis South
21-50 lbs.	\$15.00	7800 Normandale Blvd, Bloomington, MN 55439
Over 50 lbs.	\$25.00	<b>Packages/Shipments will only be accepted</b>
Crate	\$50.00/crate	<b>April 11-12, 2019.</b>
Pallet	\$75.00/pallet	

**Exhibits shall remain open throughout the Conference. Please do not dismantle exhibits before the official closing of the Exhibit Area on the final day of the Conference.** Packing of equipment or materials shall NOT begin until that time. After the Conference, the Exhibitor is liable for any handling charges resulting from failure to remove exhibit material as and when required. All exhibits must be removed from the site by 6:00 pm on the final day of the Conference. All costs for freight movement, installation/dismantling, and shipment charges are the exhibitor's.

### Exhibit Construction and Display

Exhibitors are encouraged to offer information that is educational, professional, and instructive. Over-the-counter sales of goods for onsite delivery are expressly prohibited without having a proper sales tax ID number and providing advance notice. **Exhibitor's activities must be confined to the limits of the rented space and must not impede traffic or interfere with the activity of other exhibitors.** The exhibitors shall finish or drape the back of unfinished or unsightly structures at their own expense. No homemade signs may be displayed. All tables will be professionally skirted. Electricity, water, and special cleaning service are at the exhibitor's expense. 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. MNHPC reserves the right to prohibit such activities or require revisions, at the exhibitor's expense, to comply with these guidelines.

### Complimentary Admission

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.



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### **Americans with Disabilities Act**

Each exhibitor shall comply with the Americans with Disabilities Act (ADA), and shall modify policies, practices and procedures as necessary to enable individuals with disabilities to participate equally within the confines of the exhibitor's exhibit space. This includes, but is not limited to, setting up exhibits, seating and access ways in an accessible manner, and otherwise removing physical barriers created in connection with the event and providing auxiliary aids and services where necessary to ensure effective communication to individuals with disabilities who participate or desire to participate. Each exhibitor shall be responsible for compliance with the ADA within its exhibit space, including the provision of auxiliary aids and services as needed.

### **Photography and video recording**

Photography and video recording, other than by official Conference photographers, is prohibited in the exhibit area and during sessions at all times.

### **Music and Audio-visual Effects**

Exhibitors' use of music or audiovisual devices with sound is permitted only in those locations and at such decibel intensity as not to interfere with the activities of other exhibitors.

### **Copyright Law**

No copyrighted music or materials may be played, displayed or performed in the exhibition area in any fashion (including, but not limited to, background music on video or audio presentations) without obtaining appropriate licensing. The exhibitor is solely responsible for obtaining licenses for music originating in the exhibitor's table/display area. The exhibitor, to the extent permitted under Minnesota law, shall indemnify MNHPC and The Event Group, Incorporated and their officers and employees, and shall hold them harmless from any and all liability whatsoever for any infringement of or other violation arising out of the use of copyrighted music or materials.

### **Electrical Regulations**

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 an exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, MNHPC reserves the right to cancel, at exhibitor expense, all or such part of the exhibit that may be non-compliant.

### **Subletting of space**

Exhibitors shall not sublet or assign their exhibitor's space or any portion thereof. Exhibitors shall not share their exhibit space with any other person or entity without prior written consent of MNHPC which may be withheld for any reason. If MNHPC agrees to permit such sharing, such person or entity shall be required to execute a copy of this agreement.

### **Staffing**

Exhibitors must open their exhibits on time and staff their table at all times during Conference exhibit hours. The designated representative shall represent the exhibitor in connection with installation, operation, and dismantling of the exhibit. Only representatives who are employed by the exhibiting company 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 be just cause for expelling the violator from the Conference.

### **Safety Regulations**

The exhibitor must comply with all federal, state, and local laws and ordinances and regulations concerning the environment and hazardous materials.



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### **Liability**

Each exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of damage to exhibitor's displays, equipment, and other property brought upon the premises of the Facility, and to the extent permitted under Minnesota law shall indemnify and hold harmless MNHPC, The Event Group, Incorporated, the Facility, and any authorized agent, representatives, or employees of the foregoing for any and all losses, damages, and claims for any cause whatsoever by reason of the use or occupancy of the exhibit space by the exhibitor or its employees and representatives. If an exhibitor's materials fail to arrive, the exhibitors are, nevertheless, responsible for all amounts due hereunder. In holding this conference, MNHPC does not act as the agent of the exhibitor or the Facility. Claims against any party shall be submitted directly to the party involved.

### **Electricity and Internet**

Will be available for purchase through the Facility. Directions will be provided in follow-up.

### **Insurance**

Exhibitors must make provision for safeguarding their materials, equipment, and displays at all times. Exhibitors are advised to carry special insurance to cover exhibit material against loss or damage, and public liability insurance against injury to the persons and property of others. There will be general hotel perimeter security; however, this does not constitute a guarantee or an agreement to indemnify against loss or theft.

### **Termination of Right to Exhibit**

As the Conference Host, MNHPC reserves the right to terminate an exhibit if an exhibitor or any of its representatives fail to observe the conditions of this contract or in the opinion of MNHPC, engage in unethical or unprofessional conduct. Such exhibitors will be dismissed without refund.

MNHPC refers to Minnesota Network of Hospice & Palliative Care, Conference Host; "TEG" refers to The Event Group, Incorporated, Conference Producer, in connection with the 2019 MNHPC Annual Conference, held April 14-16, 2019.

### **Contact Information**

#### **Conference Supporter and Exhibitor Sales**

Nancy Gallagher

Nancy.Gallagher@eventshows.com

763-548-1302

#### **Conference Supporter and Exhibitor Fulfillment**

Lana Skindelien

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#### **Registration**

Amanda Hallberg

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