

# APTA Combined Sections Meeting

Feb. 13-15 / Houston, TX



The attached APTA CSM EXHIBITOR APPLICATION AGREEMENT (the “Application”) does not constitute an agreement until it is accepted and approved by the American Physical Therapy Association (“APTA”). Once the Application is accepted by APTA, the Application, together with these TERMS AND CONDITIONS FOR EXHIBITING constitutes a binding agreement (the “Agreement”) between APTA and the Exhibitor for APTA CSM 2025 (the “APTA CSM”). By signing the Application, the Exhibitor agrees to the following terms:

## General

Exhibits will take place from Feb. 13, 2025, to Feb. 15, 2025, and are intended for educational and informational purposes to improve physical therapy education, practice, and research. Exhibits should complement the meeting and sessions by enabling registrants to see, hear, examine, question, and evaluate the latest developments in equipment, supplies, and services relevant to physical therapy. All materials and equipment should be timely and relevant to physical therapy and should contain no inaccurate or misleading information.

Anyone may be an Exhibitor so long as APTA approves the Application. APTA may at its sole discretion reject any Exhibitor Application. APTA may also terminate this Agreement if, in its sole discretion, it determines that the Exhibitor no longer meets the requirements for exhibiting.

Should any questions arise, APTA reserves the right to adjudicate all interpretations, disputes, and decisions regarding persons, objects, conduct, printed material, or anything of a character that APTA considers objectionable, and to establish and enact additional regulations as it considers necessary to maintain the general success and well-being of the exposition. APTA may restrict exhibits that detract from the general character of the exposition. All matters and questions not covered in these policies are subject to the final judgment and decision of APTA, A. Fassano & Company, The Freeman Company, LLC, and Spargo, Inc.

## Subletting of Space

Exhibitors may not assign, sublet, or apportion in whole or in part any of the booth space allocated to them without the prior knowledge and written consent of APTA. An exhibitor may only display or advertise products that it manufactures or sells in the regular course of its business unless it obtains prior written consent from APTA.

## Under-Age Individuals

For safety reasons, individuals under 18 years old (including infants & children in strollers) are not permitted in the exhibit hall **AT ANY TIME** and will be escorted from the exhibit hall should they enter. APTA reserves the right to remove any individual from the premises.

## Eligibility to Exhibit

### Display Eligibility

The exhibit is intended for those who wish to display equipment, services, and educational resources related to Physical Therapy that aligns with [APTA's Mission](#). All new exhibitors will be vetted according to the above

intent. The display of items unrelated to the Physical Therapy profession will not be permitted. In its sole discretion, APTA may determine whether any equipment, services, or resources are ineligible for display at CSM, and may at any time require the immediate withdrawal of an exhibit, or a specific item, service, or resource. The exhibitor is solely responsible for seeking approval from APTA for any equipment, services, or resources that might not be eligible for display at CSM. Exhibitors shall not be entitled to a refund from APTA for having any equipment, services, or resources withdrawn from the exhibition under the language of this provision. APTA is not liable for any damages resulting from any equipment, service, or resource being deemed ineligible or withdrawn from the exhibition under the language of this provision.

**Exhibitors can enhance their presence with sponsorships. Only contracted exhibitors may purchase sponsorships.**

### **Cancellation of Exposition/Force Majeure**

The performance of this Agreement by APTA is subject to a Force Majeure event (as defined below), making the Venue, as determined at the sole discretion of APTA, unfit for occupancy, for holding the APTA CSM or making it otherwise impossible, illegal, or commercially impracticable for APTA to perform its obligations under this Agreement. Upon the occurrence of a Force Majeure event, APTA may take such action as it deems reasonable under the circumstances, including termination of this Agreement or postponement or relocation of the APTA CSM (or any part thereof). APTA shall not be responsible for delays, damage, loss, increased costs, or other any unfavorable conditions arising from a Force Majeure event. As used herein, a "Force Majeure event" shall mean any cause or circumstance beyond APTA's control making it illegal, impossible or commercially impracticable to hold the Exhibition or that otherwise has a materially adverse effect on the ability of APTA to perform its obligations under this Agreement, including, but not be limited to: fire; casualty; flood; epidemic; World Health Organization travel advisory or travel alert; earthquake; volcanic eruption; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; Venue cancellation, inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God.

### **FDA Market Clearance**

Exhibitor shall not exhibit any product, apparatus, instrument, device, or drug that is the subject of litigation pending before the US Food & Drug Administration (FDA). An Exhibitor to whom FDA market clearance applies shall have documentation from the FDA for all applicable products being displayed at its booth. Such documentation must state the model and regulatory class of those products that have been determined to be medical devices, as defined by the Federal Food, Drug, and Cosmetic Act, Section 201(h). All devices that have not obtained FDA market clearance and are intended for use on humans, or that are not commercially available in the US will be permitted for exhibit if and only if accompanied by signs indicating the devices' status. Exhibitor should select and display on its signs all statements from those included here that apply to the device(s): (1) "This device is not for distribution in the United States"; (2) "Device is limited by federal law for investigational use"; (3) "Cleared for marketing when intended for only..."; (4) "Pending FDA market clearance." All signs must be easily visible and placed on or near the device itself and on any graphics depicting the device. All products to be exhibited at all APTA conferences must be identified on the Application and must include FDA market clearance status.

**Note:** A manufacturer can only engage in limited promotional activities for a device that has not received FDA market clearance. Prior to its 510(k) clearance, a manufacturer may advertise or display a device, but may not sell it, give it away, hold it, offer it for sale, or solicit orders for it, even if stipulating that orders cannot be filled until 510(k) clearance is received, unless the device is limited to research or investigational use. The failure to file a 510(k) is a misbranding violation [21 USC 352(o)]. Exhibitors should contact the FDA Office of Compliance (301/594-4692) regarding responsibilities under the Federal Food, Drug, and Cosmetic Act.

## Notice of Disability Act

In compliance with the Americans with Disabilities Act of 1990, APTA will make all reasonable efforts to accommodate people with covered disabilities. Exhibitors should email [exhibits@apta.org](mailto:exhibits@apta.org) with requests.

## Referral-for-Profit Guideline

APTA is opposed, as a matter of health care policy, to sources of referral (including physicians) profiting from referring patients for physical therapy. The policy, adopted by the APTA House of Delegates, states: "The American Physical Therapy Association opposes participation in services that are in any way linked to the financial gain of the referral source." Because of this policy, Exhibitor applicants with a financial interest in referring patients to an employed physical therapist or to a physical therapist who supervises an employed physical therapist assistant are ineligible for exhibiting and sponsorship. Exhibitors should contact Julie Hilgenberg ([juliehilgenberg@apta.org](mailto:juliehilgenberg@apta.org)) with any questions.

## Booth Reservations and Assignments

### Payment of Previous Debts

Exhibitor applicants with outstanding debt owed to APTA will not be assigned booth space until APTA receives payment for such debts. APTA reserves the right to apply any booth payments to outstanding invoices.

### Point System Accrual

Space assignments are based on the points accrued during the previous five years in the following areas.

- Reserving a 10 x10 booth space at APTA CSM.
- Points earned according to sponsorship level spend.
- Booking and utilizing a room within APTA's room block at APTA CSM.
- Completing and returning the APTA CSM conference exhibitor survey.

**Note:** Exhibitors may contact [deborah\\_howley@AFassanoCo.com](mailto:deborah_howley@AFassanoCo.com) to inquire about their accrued total points.

### Booth Assignments

Applications that include a 50% deposit received by APTA on or before July 11, 2024, will be assigned in priority point order. **Final payment due Sept. 13, 2024.** Priority point booth assignments will be made based on the following criteria: (1) priority points accrued by the Exhibitor in the past five years, (2) the amount of booth space requested by the Exhibitor, and (3) the date that APTA receives the application. Applications received after the Priority Point Deadline of July 11, 2024, will require 100% payment before being assigned. These applications will be assigned booth placement on a first-come, first-served basis. **Booths will not be assigned without the appropriate payment. (See dates above.)**

Exhibitors qualifying for primary placement booth assignment are not guaranteed their first-choice booth location and are encouraged to indicate multiple booth locations on the application in the event the first-choice location is not available.

### Cancellation and Reduction Policy

If the Exhibitor cancels or modifies its application before July 11, 2024, in a way that results in no booth fee or a lower Booth Fee, the Exhibitor shall still be liable for 10% of the full fee of the originally assigned booth, plus all fees for any booth(s) assigned as a result of such modification. If the Exhibitor cancels or modifies its application on or after July 11, 2024, in such a way that reduces its Booth Fees, the Exhibitor shall still be liable for the 100% booth fee on the original application.

### Insurance

The exhibitor shall insure itself against claims for property loss and damage, and against liability for personal injury arising out of exhibiting at the APTA CSM. The exhibitor shall provide the name of its APTA CSM insurer on the Application. All non-official contractors must provide a Certificate of Insurance in the amount of \$2 million naming APTA as the additional insured.

## Booth Information

### APTA Exhibitor Resource Center

Complete instructions, schedules, and prices regarding shipping, drayage, labor, electrical use, custom furniture and carpets, AV equipment, etc., will be included in the APTA Exhibitor Resource Center. Exhibiting companies will have access to the APTA Exhibitor Resource Center after their booth assignment is confirmed. Exhibitors will access the APTA Exhibitor Resource Center using the same password that they used to submit their booth application.

### Standard Booth Equipment

The booth package includes pipe/drape and ID sign. Any other items (e.g., furniture, carpet, electricity, internet) are available at an additional cost and must be ordered through Freeman, the show decorator, or the authorized service providers. Order information and pricing from the various authorized providers will be available in the APTA Exhibitor Resource Center. **Carpet or approved flooring is required and must cover the entire space reserved.**

### Booth Construction

Exhibitor shall construct and arrange its booth(s) to accommodate its viewing audience within its booth(s) and discourage the formation of a standing crowd in the aisles. The exhibitor shall make its construction substantial and fixed in position for the duration of the APTA CSM. Exhibitors must keep any construction over 3 feet in height within 5 feet of the rear of the booth. Exhibits that violate local, state, or federal laws or regulations, including safety codes, are prohibited, and will not be tolerated.

Combustible decorations of any kind are prohibited. Exhibitors shall drape all exposed or unfinished sides and exhibit backgrounds to present an attractive appearance.

### In-line/Corner Booths

Exhibitors with in-line/corner booths cannot construct booth(s) exceeding 8 feet in height. Exhibitors with inline/corner booths along any outside walls or outside borders of the exhibit area may construct booth(s) that exceed 12 feet with approval from APTA. Hanging signs are not permitted over linear/corner booth(s).

### Endcap Booths

An "endcap" is defined as a 10' x 20' space having three aisles faced toward the cross aisle at end of a row of traditional 10' x 10' linear booths. Exhibitors with endcap booth(s) with any portion of its exhibit bordering another Exhibitor's booth shall have the back side of the bordering portion finished. The bordering portion must not carry identification signs or other copies that would detract from the adjoining exhibit. The back wall is limited to 10 feet wide, 8 feet high, centered across the 20 foot back-wall area. All display fixtures over 36 inches high must be confined to those areas of the booth that are at least 5 feet from the aisle line to avoid blocking the sightline from the aisle to the adjoining booth.

Exhibitors adjoining an endcap exhibitor are entitled to the same reasonable sightline from the aisle as would be expected were they adjacent to an exhibitor with a standard booth. Hanging signs are not permitted over end cap booths. **A schematic drawing must be submitted and approved once confirmed in an endcap booth configuration. This approval form will be available in the APTA Exhibitor Resource Center.**

### Island Booths

Because an island booth is separated from all neighboring exhibits by the width of an aisle, the Exhibitor with island booth(s) may use the floor space. However, the design of the booth must allow for see-through visibility and accessibility from all four sides. Island booths may not exceed 16 feet in height. A schematic of the exhibit must be approved by APTA prior to exhibit installation. Hanging signs are permitted. A schematic must be approved once confirmed in Island Booth.

## **Signs**

Signage for in-line booths must face the aisle that the front of the booth faces. Double-sided signs that interfere with neighboring booths are not allowed. Hanging signs are permitted for island booths only.

## **Hanging Signs**

Island booth only. The bottom of the banner may not be lower than 18 ft. and no higher than 24 ft. where ceiling height allows.

## **Miscellaneous**

Exhibitors must ensure that all packing containers, excelsior, and wrapping paper are removed from the floor and are not stored under any tables or behind displays. All decorations must be flame-retardant to the satisfaction of the local fire department. Fire-extinguishing equipment shall not be obstructed by exhibits and must always be readily available. Fire exits must always be kept clear. Approval must be obtained from the local fire department for the use, operation, or presence of any electrical, mechanical, or chemical device that, in the opinion of the local fire department or the official service contractor, might be hazardous to the public space.

## **Exhibitor Badges**

### **Badges**

Exhibitor badges are available at exhibitor registration. A valid photo ID is required. Exhibitor badges will not be mailed.

To save time on site, it is recommended that Exhibitors register their personnel in advance. Personnel must be registered accurately and appropriately as either "Exhibitor Employee," "Dealer/Representative or "Installation/Dismantle Only."

The Exhibitor must designate an Exhibitor Liaison in advance. All changes made onsite to the list of booth personnel must be done by the Exhibitor Liaison. Any company representative with a business card and valid photo ID may register onsite without going through the Exhibitor Liaison provided that the allocated limit has not been reached.

Commercial Booths will receive five (5) complimentary exhibitor badges for each 10' x 10' booth. Nonprofit booths will receive two (2) complimentary exhibitor badges for each 10'x10' booth. Requests for badges beyond the allocated limit cost an additional \$75 USD each, due at time of registration.

Exhibitor badges do not guarantee admittance to educational programming sessions. Exhibitor badges do not qualify for CEUs.

**Note:** Dealers not affiliated with any Exhibitor but who wish to attend the exhibit must register on-site. The cost is \$130 per day and is good for admittance to the exhibit hall only.

### **Appropriate Badging**

Exhibitor badges will reflect the Exhibitor Name shown on the Application. Badges must be worn at all times in the exhibit hall by all Exhibitor personnel, and are not transferable among company employees, representatives, dealers, guests, or others. Exhibitor personnel shall not supplement the official badge with business cards, ribbons, or company logos.

## **On-Site**

### **Demerits**

A demerit is a consequence applied to an Exhibitor for violating these Terms and Conditions for Exhibiting. Demerits result in a loss of points for priority placement. If APTA finds the Exhibitor has violated any of these terms and conditions, **including breaking their booth down before show closing**. APTA may, at its sole discretion, deduct points for priority placement from the Exhibitor, terminate this Agreement, and/or remove

the Exhibitor from APTA CSM.

### **Warnings**

APTA may, at its sole discretion, elect to issue warnings to an Exhibitor for violations. Upon a first infraction by the Exhibitor, APTA may issue a warning. A second infraction will result in a loss of points. A third infraction will result in immediate suspension from the show and an automatic 1-year suspension from future APTA CSM events.

### **Relocation**

If APTA deems it necessary to relocate the Exhibitor's booth for any reason, APTA will contact the Exhibitor by phone to discuss alternatives.

### **Entering Another Exhibitor's Booth**

Exhibitor personnel shall not enter another Exhibitor's booth space without invitation, nor should personnel block access to any booth, or touch another exhibitor's product.

### **Security Information**

APTA will provide perimeter security during installation, exhibit hall overnight, and dismantle hours. Each Exhibitor must, at all times, make provisions for safeguarding goods, materials, equipment, and displays. APTA shall not be held responsible for the loss of or damage to any Exhibitor material. Exhibitors should exercise reasonable precautions to prevent loss or damage as a result of theft or other causes.

### **Liability**

Exhibitor shall indemnify, defend, and hold harmless APTA, the George R. Brown Convention Center and Freeman, and the employees and representatives thereof shall from and against any and all third- party claims, costs and expenses (including attorneys' fees and expenses), demands, actions, and liabilities of any and every kind, sort, and character whatsoever arising or resulting in any way from Exhibitors' breach of its obligations, representations or warranties under this Agreement absent the gross negligence or willful misconduct of APTA, the George R. Brown Convention Center, Freeman or the employees and representatives thereof. All of the foregoing rights of indemnification shall apply to any expenses incurred by APTA, the George R. Brown Convention Center, and Freeman in defending themselves against claims of negligence or willful misconduct unless a court of competent jurisdiction concludes in a final judgment that such Party seeking indemnification has committed gross negligence or willful misconduct. Upon signing the Application, the Exhibitor expressly releases the foregoing institutions and individuals from any and all claims for loss, damage, or injury. This provision applies to the period of storage prior to and following APTA CSM in addition to the duration of APTA CSM itself.

Under no circumstances will APTA be liable to Exhibitor for any direct, indirect, or consequential damages of any kind, including lost profits (whether or not the Exhibitor is aware of such loss or damage) arising in any way in connection with this Agreement.

If the Exhibitor is a government institution that is not able to provide indemnification as described under this provision, it will be responsible in part and in whole for its own acts and omissions and the results thereof and shall not be responsible for the acts and omissions of APTA and the results thereof; Exhibitor will assume all risk and liability to itself, its agents, and its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement.

### **Breaches of Contract**

Breaches or infractions of an Exhibitor's contractual obligations could affect the status of the Exhibitor's future eligibility to exhibit and/or result in the termination of the Exhibitor's display privilege at APTA expositions. Termination may become effective during the exposition; at which time, the Exhibitor must remove its exhibit as soon as possible without disruption of the exposition. Expulsion of, or restrictions placed on, an Exhibitor may not give rise to a claim for any refund of rental or other exposition expenses.

### **Disruptive Exhibits**

Public address, sound producing, or amplifying devices must be tuned to conversational level and will be monitored by APTA. The operation of any equipment or apparatus that produces odors annoying to neighboring exhibitors or guests will not be permitted.

### **Forms of Entertainment or Amusement**

Attention-getting devices in the form of entertainment or amusement must be approved by APTA prior to the opening of the exposition. Only activities that, at the discretion of APTA, are in keeping with the professional environment of the exposition will be allowed.

### **Inspection of Booths**

APTA will inspect each booth prior to the opening of the exposition to ensure the Exhibitor has adhered to these Terms and Conditions. APTA will inform the Exhibitor of any infractions. All APTA noted infractions must be corrected and all corrections must be made before the exposition opens.

### **Photography and Videography**

Upon completing a request form in the Exhibitor Resource Center, Exhibitor may document its participation at APTA CSM by taking photos or videos, and by using social media platforms to livestream from APTA CSM except for under the following circumstances:

- If doing so is disruptive to APTA CSM, its attendees, the venue, or APTA staff; or
- If Exhibitor does not have the consent of the subject(s) shown in such photos, videos, or livestream footage.

Notwithstanding the foregoing, Exhibitor shall not under any circumstances: (1) take any photo of official APTA CSM Programs or Posters without consent from the presenter of such Program or Poster; or (2) take any video or livestream any portion of any official APTA CSM Program.

APTA may revoke Exhibitor's permission to livestream or take photos or videos of APTA CSM if APTA determines at its sole discretion that such footage violates these rules or is disruptive to the enjoyment of APTA CSM by any other exhibitor, attendee, or APTA staff member. If Exhibitor violates these rules or continues to livestream or take photos or videos after APTA has revoked its permission to do so, APTA may expel Exhibitor from the Exhibit Hall and APTA CSM and may deduct priority points from Exhibitor.

### **Product Demonstrations**

Exhibitor is permitted to demonstrate its equipment and to make informational presentations regarding its products or services in its booth(s). Neither Exhibitor nor its personnel shall perform any activity that is, or appears to be, a medical or health care evaluation or treatment of any kind, unless approved in advance by APTA. An exhibitor shall not approach anyone at any time to demonstrate a product that the individual has not requested them to do so.

### **Sales**

Exhibitors may make sales of and take orders only for exhibited products/services. Exhibitors shall not sell or take orders for any products/services not exhibited. At no time may the exhibit or product display be altered to fulfill a transaction. Exhibitors may not sell items to be carried from the exhibit hall unless they are small enough to be easily hand-carried. No signage or advertising of product pricing will be allowed. It is the responsibility of each Exhibitor to submit sales tax to the Comptroller of Texas.

### **Soliciting**

Exhibitors may only conduct business activities and distribute circulars and advertising materials within their assigned booth(s). The exhibitor shall not place any material on seats or attach any material to walls, ceilings, or woodwork in the exhibit hall or convention center. Exhibitors shall not leave any material in public spaces for distribution. Within the exhibit hall, Exhibitors shall not solicit others, and shall not accept solicitations from publishing companies to advertise in their publications.

For purposes of this Agreement, “suitcasing” is the practice of soliciting business in public spaces or in the booths of other Exhibitors by non-exhibiting companies. Suitcasing is prohibited. APTA shall take all reasonable and practical efforts to prevent suitcasing at APTA CSM.

### **Smoking**

Smoking is prohibited in the convention center.

### **Failure to Occupy Space**

Unless previous arrangements are made in writing with APTA, Exhibitor must occupy its assigned booth space by Wednesday, February 12, 2025, at 4 p.m. or the assigned booth space will be deemed forfeited without refund to the Exhibitor. APTA in its sole discretion may resell or otherwise use the forfeited booth space.

### **Code of Personal Conduct**

This Code of Personal Conduct (Code) applies to APTA and all Exhibitors in all instances related to the APTA CSM, including conduct:

- By and toward APTA leadership, employees, members, contractors, exhibitors, vendors, volunteers, visitors, students, educators, speakers, attendees, and any others involved in any APTA activities.
- Involving APTA conferences, exhibitions, meetings, courses, programs, offerings, employment, services, any other business functions, and any social or personal interactions related to these or other APTA activities.

This Code supplements and does not diminish any other codes, policies or agreements that apply to types of persons involved in APTA activities.

This Code requires the highest standards of professional, respectful, ethical, inclusive, safe, and lawful conduct. Exhibitors must adhere to this Code in connection with all activities related to APTA. Exhibitors must make all Exhibitor personnel aware of this Code and take responsibility for Exhibitor personnel's compliance with the Code.

The following list provides examples of behaviors that are prohibited under this Code. The list is not exhaustive, and the general standards above apply to all conduct:

- Discriminatory, harassing, or offensive conduct related to race, color, gender, national origin, ethnicity, age, sexual orientation, gender identity or expression, pregnancy, religion, disability, or other characteristics protected by law.
- Sexual harassment of any nature, including inappropriate touching, advances, attention, jokes, or comments.
- Threats or acts of violence, including verbal or physical assault.
- Disorderly conduct.
- Possessing, using, or distributing illegal drugs, or impaired behavior as the result of drugs or alcohol.
- Possessing firearms, weapons, or explosives on or about APTA premises or premises of APTA events (unless authorized security personnel).
- Fraud, dishonesty, forgery, or theft of property.
- Violation of applicable federal, state, or local law or policies of APTA or venues hosting APTA events.

Violations of the Code will result in sanctions. Sanctions may include a verbal or written warning, suspension, or ejection from APTA activities, termination of the relationship with APTA or other action appropriate to the circumstances. Persons who observe or are aware of a violation or suspected violation of the Code should report the matter promptly to APTA's Senior Director of Human Resources, Chief Operating Officer or Chief Executive Officer. APTA prohibits retaliation against an individual for making a good-faith report of a potential Code violation. Any questions concerning this Code should also be directed to one of the APTA officials identified above.



### **Booth Staffing**

On exhibition days, Exhibitors shall enter the exhibit hall no earlier than one hour before the exhibition opening and shall remain no later than one hour after the exhibition closing. Exhibitors shall staff their booth(s) at all times during the hours the exhibit hall is open. Any Exhibitor that does not staff its booth or begins packing its equipment and/or materials before the close of the show will be penalized and lose priority points gained at the current conference.

## **Installation and Dismantling of Exhibits**

### **Hours**

Exhibitors must install their booth and be ready for exhibiting by Wednesday, Feb. 12, 2025, at 4 p.m. The exhibitor must keep its exhibit(s) intact until the show closes at 3 p.m. on Saturday, Feb. 15, 2025.

### **Shipping Information**

Materials to be received, warehoused, and delivered to the booth location must be shipped by the deadlines and locations stipulated by the Freeman Exhibitor Service Kit. The advance and onsite shipping addresses will be provided in the Freeman Exhibitor Service Kit located in the APTA Exhibitor Resource Center.

### **Material Handling**

Exhibitors must arrange for delivery, removal, storage, and return of crates/boxes. Rates for material handling will be available in the Freeman Exhibitor Service Kit, located in the APTA Exhibitor Resource Center.

### **Unofficial Service Contractors**

Exhibitors who plan to use an installation and dismantle contractor other than the “official” contractor must complete the “Exhibitor Authorization Form for Independent Contractors” found in the APTA Exhibitor Resource Center. Exhibitors are responsible for distributing show information to their independent contractors.

## **Other**

### **Assignment**

Exhibitor shall not assign, transfer, delegate, sublicense or otherwise dispose of, whether voluntarily or involuntarily by merger or consolidation or operation of law or otherwise (collectively, the “Transfer”), this Agreement or any of the rights or interests or obligations under this Agreement without the prior written consent of the APTA.

### **Severability**

If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, a court may modify this Contract to affect the original intent of the Parties as closely as possible in order that the transactions contemplated under this Contract can be consummated as originally contemplated to the greatest extent possible.

### **Choice of Law**

This Contract is governed by the laws of the Commonwealth of Virginia. APTA and Exhibitor consent and submits to the exclusive jurisdiction and venue of the State and Federal courts of Alexandria, VA. Notwithstanding the foregoing, Exhibitor is responsible for knowing and abiding by the relevant laws of the location in which APTA CSM will take place. Public institutions shall know and abide by the laws of the Federal Government and of their State.

**Modifications**

No amendment, modification, or waiver of any provision of this Contract shall be effective unless the same shall be in writing and signed by the Parties. Any such waiver or consent shall be effective only in the specific instance and for the purpose given by the Parties. No course of dealing, or failure, or delay on the part of the Parties in exercising any right, power, or privilege under this Contract shall operate as a waiver of such rights, powers, and privileges, nor shall a single or partial exercise of such rights, powers, and privileges preclude any other or further exercise, or exercise of any other, right, power, or privilege.

**Conflicts**

If these Terms and Conditions conflict with the rules of the APTA CSM venue, then the more restrictive rule shall prevail. For example, if the venue permits an activity that is restricted in this Agreement, then the restriction in this Agreement prevails. If this Agreement permits, or does not address, an activity that the venue prohibits, then the venue's prohibition prevails.

Please contact Julie Hilgenberg ([juliehilgenberg@apta.org](mailto:juliehilgenberg@apta.org)) if you have any questions.