

# **Association for Pathology Informatics**

## Exhibitor Application for PATHOLOGY INFORMATICS SUMMIT 2024

Course Name:	Pathology Informatics 2024				
Course Date:	May 20-23, 2024				
Venue:	Ann Arbor Marriott Ypsilanti at Eagle Crest 1275 S Huron Street Ypsilanti, Michigan 48197				
<b>Conference Director:</b>	Ulysses J. Balis, MD				
Conference Co-	J. Mark Tuthill, MD				
Director:					
Administrative	Nova Marie Smith and Grace Chae				
Contact:					
Exhibit Costs	\$25,000	Diamond Level			
	\$18,000	Platinum Level			
	\$ 12,000	Gold Level			
	\$ 8,000	Silver Level			
	\$6,000	Bronze Level			
	\$2,500	Non-Profit Association Level			

This Exhibitor Application is entered into as of this date, \_\_\_\_\_\_, between the Association for Pathology Informatics and \_\_\_\_\_\_ for the purpose of exhibiting at the Pathology Informatics Summit 2024 on May 20-23, 2024 at Ann Arbor Marriott Ypsilanti at Eagle Crest, Ypsilanti, MI (herein as in the Terms and Conditions, the "Venue"). This form is not for use in the provision of a grant.

#### (Please Type or Print Legibly)

COMPANY INFORMATION. As it should appear in the print materials (i.e., program guide and web site). PLEASE PRINT.

Company Name:			
Headquarters' Address:			
City:	State:	ZIP:	
Telephone Number:			
Web Address:			
*CONTACT INFORMATION			
Primary Contact Name:			
Contact Address:			
City:	State:	ZIP:	
Telephone Number:		Cell Phone Number:	
E-mail Address:			

Location preference will be given based on the date your agreement was received by API. Separation of competitors can be accommodated but is not guaranteed by API.

Please list competitors from whom separation is requested. \_\_\_\_

#### AMOUNT OF EXHIBIT SPACE

- \_\_\_\_\_ Two tabletops for \$25,000 (Diamond Level)
- \_\_\_\_\_ Two tabletops for \$18,000 (Platinum Level)
- \_\_\_\_\_ One tabletop for \$12,000 (Gold Level)
- \_\_\_\_\_ One tabletop for \$8,000 (Silver Level)
- One tabletop for \$6,000 (Bronze Level) Limited to companies employing 15 people or less
- \_\_\_\_\_ One tabletop for \$2,500 (Non-Profit)

Payment: All applications/contracts submitted must include full PAYMENT (Check applicable box).

\_\_\_\_\_ Check \_\_\_\_\_ Credit Card

#### METHOD OF PAYMENT

Personal checks, company checks, and credit cards are acceptable forms of payment of the exhibit fee. Payment must be received within 30 days of API's receipt of the signed contract unless other arrangements are made.

<u>Checks</u>

Make <u>payable</u> to: *Association for Pathology Informatics* at 4801 McKnight Rd #1069, Pittsburgh, PA 15237 <u>Credit Cards</u>

Contact Nova Smith at <u>nova.smith@pathologyinformatics.org</u> to pay by credit card/electronic invoice.

#### Please send your signed agreement to nova.smith@pathologyinformatics.org

#### **TERMS AND CONDITIONS**

By submitting this Application, the undersigned agrees to all of the Terms and Conditions attached hereto for this event. This Application is made by the undersigned, an authorized signatory of the above-listed company, and upon approval by the Association for Pathology Informatics, Inc., constitutes a binding contact with the Association for Pathology Informatics, Inc.

ACKNOWLEDGMENT OF CANCELLATION POLICY (please see item 3 on page 3 for full details): If the exhibitor notifies API of its intent to cancel the contract after approval by API but prior to March 15, 2024, a full refund will be received if payment has been made or the payment will be waived if not yet received, less a \$250 administrative cancellation fee due for ALL cancellations. Pro-rated refunds less the \$250 administrative cancellation fee will be determined by API on a case-by-case basis for cancellations received between March 16 and March 31, 2024. No refunds will be made for cancellations accepted on or after March 31, 2024.

Authorized Company Representative's Signature

Date\_\_\_

NOTE: Please contact Nova Smith if your company requires an invoice or W9 to process payment

<u>Approved by:</u> Association for Pathology Informatics, Inc.

By:	 	 	
Name:	 		
Title:			

### **General Terms and Conditions**

- 1. Application and Eligibility. Application for exhibit space must be made on the printed form provided by the Association for Pathology Informatics, Inc. (hereinafter called "API"), contain the information requested, and be executed by an individual who has authority to act for the applicant. Exhibit contents will be limited to only the company listed on the application and are subject to approval by API for accepted and acknowledged efficacy and commercial availability. API may reject the application of any company whose goods or services are not compatible, in the sole discretion of API, with the educational character and objectives of the Summit Meeting or mission of API. API may also prohibit, restrict and/or evict exhibits which are, in the sole discretion of API, objectionable for any reason including, but not limited to, danger, noise, safety, method of operation, objects on display and/or method of display. In the event an application is not accepted, any paid fees will be returned.
- 2. Payment Dates. No exhibit space will be reserved until API receives payment accompanied by a signed application. Payment must be received within 30 days of API's receipt of the signed contract. Exhibit space is subject to availability.
- 3. Cancellation. In the event that the exhibitor notifies API of its intent to cancel the contract after approval by API but prior to March 15, 2024, a full refund will be received if payment has been made or the payment will be waived if not yet received, less a \$250 administrative cancellation fee due for ALL cancellations. Pro-rated refunds less the \$250 administrative cancellation fee will be determined by API on a case-by-case basis for cancellations received between March 16 and March 31, 2024. No refunds will be made for cancellations accepted on or after March 31, 2024. If for any cause beyond the control of API such as, but not limited to, the destruction of the meeting/exhibit facilities by an Act of God, the public enemy, authority of the law, fire, or other force nature API is unable to comply with the terms of this contract and deliver the exhibitor benefits described, this contract shall be considered terminated and any payments made hereunder by the exhibitor shall be refunded to the exhibitor, less expenses incurred by API to the date of the termination allocable to the exhibitors after proration thereof among all exhibitors.
- 4. Assignment of Sponsorships and Exhibit Space. Sponsorships and exhibit locations will be assigned by API according to the date on which the application and payment are received. In regard to exhibitors, API reserves the right to assign space other than the choice requested, if necessary, and the right to rearrange the floor plan and/or relocate any exhibit. Exhibitors who change the size of their booth space are not guaranteed the original location and may be subject to relocation by either API or the Venue.
- 5. Exhibit Booth and Furnishings. API will provide one 6' table, pipe and drape and two chairs to the Bronze, Silver and Gold Level Exhibitors (10' x 10' space). The Diamond and Platinum Level Exhibitors will be provided with two 6' tables, two chairs and may use small pop-up exhibits (10' x 20' space). Exhibits must conform to the contracted space (10' x 10') or (10' x 20' space) and not project so as to obstruct the view of any other exhibitor. In the rear 4 ft. of all booths, display material or equipment may not exceed 8 ft. in height without the consent of API. In the front 6 ft. of the booth, display material or equipment shall not exceed 42 in. in height. Exceeding allotted space may incur additional charges or result in required removal of excess items. An exhibitor's information sheet about set up and breakdown and the Venue's shipping and receiving policies will be included in the exhibitor prospectus and will be available for download on the PI Summit web site.
- 6. Exhibit Regulations. Installation All exhibits must be set up by 10 am on Tuesday May 21, 2024, unless alternate arrangements have been made with API and the Venue. Assembly of exhibits during regularly scheduled exhibit hours will not be permitted. At 10 am on Tuesday, May 21, 2024, exhibits not assembled with no representative present will be assigned to the labor contractor for uncrating and erecting to facilitate the removal of crates and the initial cleaning prior to exhibit opening. Charges will be billed to the exhibitor. Dismantling The official closing time of the exhibits is 3:30 pm on Wednesday, May 22, 2024. All exhibit material must be packed and ready for removal from the exhibit area no later than 6 pm on Wednesday, May 22, 2024. No packing of

equipment or literature or dismantling of the exhibits is permitted until closing time. Any company violating this regulation will be charged \$500 and may be denied exhibit space at any future API meetings.

- 7. Special Visual and Sound Effects. Audiovisual and other sound and attention-getting devices and effects will be permitted only in those locations in such intensity as in the sole opinion of API does not interfere with the activities of other exhibitors. The operation of equipment being demonstrated may not create noise levels objectionable to neighboring exhibitors. Each exhibitor assumes all responsibility for the use of any and all copyrighted, licensed, or patented materials including, but not limited to, music, video, or printed materials which may be protected under the laws of the United States of America. Each exhibitor is solely responsible for securing any and all appropriate rights to use such materials and for the payment of any and all royalties, license fees or other amounts associated with the use of such materials.
- 8. Unions and Contractors. Each exhibitor shall employ labor only from sources officially designated by the Venue for the installation, maintenance and dismantling of its exhibit and shall use only the service organizations officially designated by the Venue for all services in connection with the operation of projection devices. Each exhibitor agrees to abide by and comply with all rules and regulations imposed by local unions having arrangements with the Venue or with authorized contractors engaged by API. Each exhibitor must request the Venue's and API's authorization to use an exhibitor-appointed contractor no later than thirty (30) days prior to the first scheduled installation date for the event. The Venue will have complete control of all labor hired and scheduling and coordination of labor for the purpose of the orderly setup, management, and dismantling of the exposition.
- 9. Hospitality, Entertainment, and Private Business Meetings. Hospitality suites or events sponsored by the exhibitors must be approved by API, which approval may be withheld in the sole discretion of API. No entertainment or private meetings may be scheduled to conflict with API's program hours, activity hours, or exhibit hours. Exhibitors are permitted to conduct business-related meetings in the exhibitor ballroom during the designated exhibitor ballroom hours. Exhibitors are not permitted to conduct private business meetings in any of the PI Summit meeting rooms outside of the exhibitor ballroom during the designated time and location must conduct private meetings off-site or pay for and secure space directly with the meeting venue. Any exhibitors that violate these terms may be asked to leave and may be banned from future API meetings. Please note that outside food and beverages are NOT permitted at the meeting or in the Exhibitor Ballroom.
- 10. Insuring Exhibits. The protection of exhibits are the sole responsibility of each exhibitor. Exhibitors are encouraged to insure their exhibits, merchandise, and display materials against theft, fire, etc., at their own expense. It is suggested by API that the exhibitor contact the exhibitor's insurance broker and obtain all- risk insurance covering exhibit property while absent from home premises for exhibit purposes, or a rider to the exhibitor's existing policy covering same. Neither the Venue, nor API will be responsible for loss or damage to any property in storage, in transit to or from the exhibit building, or while in the exhibitor will be deemed to remain under the exhibitor's custody and control in storage, in transit to or from, or within the confines of the exhibit hall, even though it may at times be under the temporary control or direction of API or the Official Contractor.
- 11. Liability for Damages or Loss of Property. Guard service is provided by the Venue from move-in through moveout. Notwithstanding the guard service provided for purposes of general security in the convention center premises, the exhibitor shall protect, indemnify, and hold harmless API, the Venue and their respective employees and agents from any and all liability, loss, damage, or expense by reason of any injury or injuries sustained by any persons or property or loss of property or income that might be derived there from occurring in or about the exposition premises or entrances thereto or exits there from, including that caused by resulting from the negligence of API. Neither API nor the Venue shall be responsible or liable for any injury,

loss, or damage to any property or person brought in by the exhibitor or otherwise located in the exhibition premises.

- 12. Shipping Instructions. Information on shipping methods and rates will be sent to each exhibitor by the Conference Manager. The exhibitor will ship, at his own risk and expense, all articles to be exhibited. The Official Contractor (Ann Arbor Marriott Ypsilanti at Eagle Crest) will provide storage for incoming freight, delivery to the booth, and removal, storage and return of empty crates, and removal and shipment of outbound freight. All charges are based on inbound weights. All shipments must be prepaid. The address on all crated shipments shall include the exhibitor's name and booth number(s).
- 13. Miscellaneous. API shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors and this meeting. Any and all matters not specifically covered herein are subject to decision by API. These terms and conditions may be amended at any time by API upon written notice to all exhibitors. The exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by API from time to time. This contract shall be interpreted under the laws of the United States and the State of Michigan.
- 14. The Americans with Disabilities Act ("ADA"). Each exhibitor is required by comply with all provisions of the ADA, including, without limitation, arranging its exhibit so as to be accessible to all persons covered by the ADA.
- 15. Compliance with laws. Each exhibitor assumes all responsibility for compliance with all pertinent laws, ordinances, regulations and codes of duly authorized local, state and federal governing bodies including, but not limited to, fire, safety, environmental and health laws, regulations, ordinances, or codes, together with the rules and regulations of the Venue and API.
- 16. Severability. The invalidity or unenforceability of any of the covenants, phrases or clauses in these Terms and Conditions shall not affect the validity of the remaining portions hereof, but these Terms and Conditions shall be construed as if such invalid covenant, phrase or clause had not been contained herein.
- 17. COVID-19. Each exhibitor hereby agrees to comply with all rules and regulations of the meeting venue at the time of the API Conference, including, but not limited to, any applicable mask mandate or social distancing regulations. Failure to comply with these potential restrictions may result in the Exhibitor's removal from the conference. More information will be provided by API should the current conference center regulations change prior to the scheduled conference dates.