



**APPLICATION AND AGREEMENT FOR EXHIBIT SPACE**

The exhibiting company listed below does hereby apply for the reservation of space at the 2021 ACRM Annual Conference Progress in Rehabilitation Research in Dallas, Texas, over the period of September 26-28. ACRM agrees to review your Application and Contract and assign your company exhibit space (if available) consistent with show eligibility requirements, policies, and at the discretion of ACRM.

PRINT your company name and address information **exactly** as they should appear in all ACRM publications.

Company Name \_\_\_\_\_

Company Website \_\_\_\_\_

Company Street Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Exhibit-related correspondence to be sent to (please type or print):

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

**Booth Representatives**

Upon the signing of this Application and Agreement, the link to our Exhibitor Registration site will be sent to the customer contact person named above. You will receive a password to access this online system. Here you will be able to update all contact information and insert the name of your booth representative. You are entitled to one complimentary CORE Conference registration, as part of your booth purchase. If additional representatives will attend, they can be registered online, for a fee of \$699 by 30 June 2021; or for a fee of \$799 1 July 2021 to 29 September 2021.

**Application and Agreement Execution**

An authorized signature must accompany this Application and Agreement to apply for booth space. The signed Application and Agreement, initialed on each page, must be received, with the required deposit, before space can be reviewed. Application and Agreements without signature will not be considered. Payment in full must be received by 30 June 2021. Any Application and Agreement for exhibit space which is not paid in full is subject to cancellation or reassignment of space by ACRM in its sole discretion.

**Payment Terms and Conditions**

NEW in 2021, included with the purchase of the IN-PERSON booth in Dallas, Texas, Exhibitors are also contracting for the "Virtual EXPO & Extended Exposure" through December 31, 2021 which is non-refundable. Payment of \$2,499 is due upon execution of the contract and is non-refundable. The balance, for an IN-PERSON Booth, is due by 30 June 2021. In the event that ACRM cancels the IN-PERSON Conference, or if the vendor wants to cancel the IN-PERSON Booth option, then the vendor will have two options:

- a. A refund for booth fees **in excess of the \$2499 non-refundable "Virtual Expo & Extended Exposure"** is payable by ACRM within 90 days.

- b. A 'credit' for booth fees **in excess of \$2499 non-refundable "Virtual Expo & Extended Exposure"**. Plus, ACRM will also offer an additional 10% of the credit value. For example, if the credit amount is \$1000, ACRM will offer an additional \$100 credit value. Note, this credit will never expire.

**Acceptance of Application and Agreement**

This Application and Agreement shall become effective when it has been submitted by the exhibiting company in the manner described in this section and accepted by a duly authorized representative of ACRM. By the name listed below, the individual represents and warrants that he/she is duly authorized to execute this binding Application and Agreement on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the Rules & Regulations and Exhibitor Information and Terms of ACRM. The Application and Agreement will then constitute a binding offer, which ACRM may accept by online submission, email, mail, or fax. The exhibiting company agrees that upon acceptance of this Application and Agreement by ACRM, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Agreement shall become a legally binding contract, enforceable against the exhibiting company in accordance with its terms.

\_\_\_\_\_  
Signature of Authorized Agent of Exhibiting Company

Date Signed: \_\_\_\_\_

**ACRM Tax ID number:** 36-2170787

Send Completed Agreement to [KSell@ACRM.org](mailto:KSell@ACRM.org)

## **Rules and Regulations – 2021 ACRM Annual Conference *Progress in Rehabilitation Research***

The term "Exhibitor" means the company or person or any of its officers, directors, shareholders, employees, contractors, agents, or representatives listed in this Application and Agreement. The term "Exhibit Facility" shall mean the Hilton Anatole. The term "Exhibition" shall mean the 2021 ACRM Annual Conference, September 26-28.

### **Exhibitor Registration and Badges**

Exhibitors are encouraged to register in advance. (1) Complimentary "Core" Conference Registration is included with each booth. If additional representatives will attend, they can be registered online, for a fee of \$699 by 30 June 2021; or for a fee of \$799 1 July 2021 to 29 September 2021.

### **Exhibitor badges are personal and nontransferable.**

Each representative of Exhibitor must wear the official badge at all times during the meeting. Badges are required for entry into the exhibit hall at all times. Badges will be confiscated if worn by others than the person to whom issued.

### **Assignment of Exhibit Space**

Assignment of space will be made on a first come, first serve basis. ACRM reserves the final decision and right, in the best interest of the Exhibition, to amend the floor plan, assign, or relocate selected space in areas other than that selected by Exhibitor without any liability to Exhibitor whatsoever.

### **Union Labor**

Exhibitors shall be bound by all Agreements in effect between or among service contractors, Exhibit Facility, and labor organizations or any of them.

### **Character and Construction of Exhibits**

The general rule of the exhibit floor is "be a good neighbor." No exhibits will be permitted which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle. Booth personnel, including demonstrators are required to confine their activities within the Exhibitor's booth space. Apart from the specific display space for which an exhibiting company has contracted with ACRM, no part of the hotel and its grounds may be used by any organization other than ACRM for display purposes of any kind or nature. Within the Exhibit Facility, Exhibitor brand or company logos, signs, and trademark displays will be limited to the official exhibit area only. The exterior of any display cabinet or structure facing a side aisle, or adjacent Exhibitor's booth must be suitably decorated at the Exhibitor's expense. In fairness to all exhibitors, no noisy or obstructive activity will be permitted during show hours, nor will noisily operating display, nor exhibits producing objectionable odors be allowed. Booths two stories or higher must submit plans to ACRM for approval.

### **Lighting**

In the best interest of the exposition, ACRM reserves the right to restrict the use of glaring lights or objectionable light effects.

### **Safety Regulations**

Fire regulations require that all display materials be fire resistant or treated with a flame-retardant solution to meet requirements of the standard flame test as provided in the hotel and its municipality, for fire prevention. Electrical signs and equipment must be wired to meet the specifications of Underwriters Laboratories. No obstruction such as chairs, tables, displays, or other materials will be allowed to protrude into the aisles. Each exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention and public safety while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the Exhibitor. No children under the age of 16 permitted in the exhibit hall.

### **Photography and Sketching**

Cameras, camcorders, video recorders, digital cameras may be carried in the exhibit area, but under no circumstances may photographs, drawings,

audio or video taping of an exhibit booth or persons or conversations therein be made and/or will be allowed without expressed authority of the Exhibitor and any other participants concerned in each case. ACRM reserves the right to allow its contracted photographer to take general photos of the exposition at select times during the Exhibition Facility. Registration and attendance at or participation in the Exhibition, or ACRM meetings and other activities constitutes an agreement by the Exhibitor on behalf of its employees, agents, and contractors to ACRM's use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents, and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

### **Complaints and Jurisdiction**

Exhibitor agrees to abide by the rules and regulations of the Hilton Anatole. Exclusive venue and jurisdiction for any claim or dispute related to or connected with this Agreement shall reside in the state or federal courts located in Chicago, Illinois.

### **Hanging Signs**

Note: Electrical requirements, projection requirements, and all furniture and accessories are the responsibility of the exhibiting company. Forms for these will be provided in the Exhibitor Service Kit.

### **Indemnification & Insurance**

Exhibitors shall indemnify, hold harmless and defend ACRM and the Exhibit Facility and their respective directors, agents and employees from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them, or other expense (including, without limitation, attorneys' fees and expenses) arising out of or relating to 1) the Exhibitor's use of the convention center; 2) the conduct of Exhibitor's business or from any activity, work, or things that may be permitted or suffered by Exhibitor in or about the exhibit and the Exhibit Facility; 3) from any breach or default in the performance or any obligation on the Exhibitor's part to be performed under any provision of the Agreement to Exhibit or these Rules and Regulations; 4) Exhibitors failure to comply with any applicable law or regulation; or 5) from any negligence of Exhibitor or any of its agents, contractors, employees, or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished to or used by Exhibitor, or other persons in connection with the exhibit and the Exhibit Facility. The terms of this provision shall survive the termination or expiration of the Agreement to Exhibit.

Insurance protection will not be afforded to the Exhibitor either by the ACRM or the Hilton Anatole. Exhibitors shall carry their own insurance to cover personnel and exhibit material against damage and loss, and public liability insurance. Exhibitor shall list the American Congress of Rehabilitation Medicine as an additional insured on such insurance policy(ies) and shall provide ACRM with a certificate evidencing thereof.

### **Booth Accessibility**

Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 with regards to their booth space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at [www.usdoj.gov/crt/ada/infoline.htm](http://www.usdoj.gov/crt/ada/infoline.htm).

### **Security**

Exhibitors are responsible for securing items left in the exhibit area at the Exhibit Fee. ACRM is not responsible for lost, stolen or damaged items left in the exhibit area.

### **Advertising**

ACRM does not endorse or promote any products or services related to an exhibit. The use of the ACRM logos, names, Annual Conference artwork or

any representations thereof shall be only at the express written consent of ACRM.

To prepare for the meeting in a timely and efficient manner, third parties acting on behalf of or representing the Exhibitor must adhere to and abide by all ACRM rules and regulations. It is the exhibiting company's responsibility to make its agencies and/or contractors aware of all guidelines and deadline dates and to forward promotional materials, service manuals, and forms that are the responsibility of the third party.

#### **Distribution of Advertising Material**

Canvassing any part of the exhibit hall or meeting rooms by anyone is strictly forbidden. Canvassing or distributing of advertising material by an Exhibitor will not be permitted outside of the Exhibitor's allotted booth space. Distribution of any literature through the Hilton Anatole is not permitted. Exhibitors may not use ACRM or Annual Conference logos in connection with any product or advertising materials.

#### **Demonstrations, Interviews, Subletting**

Demonstrations by exhibitors should contribute to the attendee's knowledge in a professional way. Demonstrations and adequate space for interviews should be available within the confines of the individual Exhibitor's booth. No interference with normal traffic flow and infringement on neighboring exhibits is permitted.

#### **Product Samples/Promotional Items**

ACRM only permits Exhibitor giveaways that are educational and modest in value. This restriction does not apply to nonprofit exhibitors or to exhibitors outside of the health care sector. Exhibitors planning to distribute giveaways at their booth should send a sample of the artwork to ACRM if there are any statements, logos, or artwork appearing on the souvenir other than that associated with the Exhibitor.

#### **FDA Disclosure Requirements**

Displays or graphical depictions of drugs or devices declared investigational or unapproved by the United States Food and Drug Administration (FDA) must (1) contain only objective statements about the product; (2) contain no claims that state or imply, directly or indirectly, that the product is reliable, durable, dependable, safe, or effective; and (3) contain no claims that the product is in any way superior to any other marketed products.

These drugs/devices must be displayed solely for the purpose of obtaining investigators and be accompanied by instructions for becoming an investigator and investigator responsibilities. Drugs/devices will only be permitted when accompanied by following or similar statement: "Caution: Investigational Device Limited by Federal (or United States) Law to Investigational Use." Clear unequivocal statements that the drug/device is under investigation and is available only for investigational use are to be made in oral presentations.

Exhibitors are further advised to adhere to the FDA prohibition on the promotion of cleared drugs and devices for unapproved uses. Specifically, pharmaceutical manufacturers cannot proactively discuss off label uses, nor may they distribute written materials (promotional pieces, reprints of articles, etc.) that mention off label uses. FDA defines off label use as "use for indication, dosage form, dose regimen, population, or other use parameter not mentioned in the approved labeling.

#### **General**

All matters and questions not covered in these Rules and Regulations to exhibit are subject to the express decision of the ACRM in its sole discretion. The terms of this Application and Agreement and all other rules and regulations applicable to the Exhibition and Exhibitor's space may be amended at any time by the ACRM, and all amendments so made shall be equally binding on the Exhibitor and all other exhibitors affected by them. In the event of any amendment or additions to this Application and Agreement and/or other rules and regulations applicable to the event and

the Exhibitor's exhibit space, written notice will be given by ACRM to the Exhibitor and all other exhibitors that may be affected by them. Without limiting any other rights and legal remedies ACRM may have against Exhibitor, in the event the Exhibitor does not abide by this Agreement and/or any rules and regulations applicable to the Exhibition and the Exhibitor's exhibit space, the Exhibitor's booth payment and privileges will be forfeited, and, at ACRM's discretion, the Exhibitor must immediately vacate the Exhibit Facility and remove all Exhibitor property and exhibit materials.

#### **Force Majeure**

If ACRM cancels the IN-PERSON exhibit for any reason beyond its control prior to the opening of the IN-PERSON exhibit, Exhibitor shall receive a refund or credit, as described above under Payment Terms and Conditions, at the option of the Exhibitor. If only a portion of the IN-PERSON event is cancelled, the refund or credit shall be prorated to account for the portion of the IN-PERSON event which occurred.

#### **Hospitality Functions**

Scheduling of private functions, cocktail parties, special events or other hospitality functions planned in conjunction with the conference and within the convention center or host hotels must be coordinated directly with ACRM. Functions during the period of move-in, show hours or move-out are prohibited.

#### **Exhibit Hours**

Exhibitors shall keep an attendant at their booths during all open hours. It is agreed that no Exhibitor will dismantle or remove any part of their exhibit prior to show closing.

#### **Subleasing**

Exhibitors may not sublet, sub-divide or assign their space, or any part thereof.

#### **Sanctions for Violations**

ACRM reserves the right to control or prohibit any exhibit that, in its opinion is objectionable, is outside the character and purpose of the Annual Conference & Exhibition or is not in keeping with the policies of ACRM. This reservation refers to companies, persons, products, and printed matter. ACRM may impose appropriate sanctions regarding current or future participation in ACRM exhibit program. In the event of such restrictions or eviction, ACRM will not be liable for any refunds, rentals or exhibit expense.

#### **Limitation of Liability**

LIMITATION OF LIABILITY: IN NO EVENT SHALL THE EXHIBIT FACILITY, ACRM, AND THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "ACRM PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND AGREEMENT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND AGREEMENT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE ACRM PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT THE ACRM PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE ACRM PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY ACRM PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS APPLICATION AND EXHIBIT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.

Booth Fee: \$ \_\_\_\_\_

Quantity of booths x \_\_\_\_\_

Total Due: \$ \_\_\_\_\_

Booth Selection #:

1<sup>st</sup> Choice \_\_\_\_\_ 2<sup>nd</sup> Choice \_\_\_\_\_ 3<sup>rd</sup> Choice \_\_\_\_\_

**Method of Payment**

Please invoice me.

Enclosed check # \_\_\_\_\_  
(payable to ACRM)

Mail to: PO Box 896700, Charlotte, NC 28289-6700

Charge to the following:

MasterCard  VISA  AMEX  Discover

Card No. \_\_\_\_\_ Exp. \_\_\_\_\_

CVV/CVC Code (security digits on card) \_\_\_\_\_

Billing Street Address \_\_\_\_\_

Billing City, State, Postal \_\_\_\_\_

Cardholder's Name \_\_\_\_\_  
*(as it appears on card)*

\_\_\_\_\_  
**Signature** *(credit card payments only)*