

# APPLICATION AND AGREEMENT FOR IN-PERSON AND ONLINE EXHIBIT SPACE IN CHICAGO, ILLINOIS 2025

The exhibiting company listed below does hereby apply for the reservation of space at the 2025 ACRM Annual Fall Conference, Progress in Rehabilitation Research, in Chicago, Illinois, over the period of 26-31 October 2025. 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. ACRM will follow all applicable guidelines and laws with respect to health and safety. Additional information can be found on the ACRM Conference website. Please note that these guidelines and laws are subject to change.

This is a contract for the 2025 Hilton Chicago herein referred to as “host hotel/exhibit space.”

## 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. Please refer to the product document “EXHIBITING: 2025 Annual Fall Conference Chicago In-Person + Online Extended Exposure” for a listing of the benefits as well as registration information.

## 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 50% required deposit, before space can be reserved. Application and Agreements without signature will not be considered. All 50% required deposits are due within 30 days of submitting an application. The requested booth space will be held for 30 days and if the deposit is not received, the requested booth space will be released for other purchasers to select – we cannot guarantee the requested booth space will be available after 30 days if the deposit is not received. Payment in full is due within 30

days of receipt of the deposit. 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. In addition, exhibitors deposit will serve as payment for an online booth; and no refunds will be provided.

#### Payment Terms and Conditions

Included with the purchase of the IN-PERSON booth in Chicago, Illinois, Exhibitors are also contracting for the "Online EXPO & Extended Exposure" through 31 December 2025. 50% of the cost of the booth is non-refundable but will serve as payment for online booth; and no refunds will be provided.

Payment of 50% is due upon execution of the contract and is non-refundable. The balance, for an IN-PERSON Booth, is due within 30 days of the receipt of the deposit and execution of the contract and is subject to cancellation or reassignment if not received.

#### In-Person Conference Cancellation

In the event that ACRM cancels the IN-PERSON Conference, before full payment has been made, or if the vendor wants to cancel the IN-PERSON Booth option, before full payment has been made, then the vendor will continue to have the full benefits of the online booth and no additional payment will be required.

In the event that ACRM cancels the IN-PERSON Conference, or if the vendor wants to cancel the IN-PERSON Booth option, after full payment has been made, then the vendor will continue to have the full benefits of the online booth and the vendor will receive a credit or refund of 50% of the contract amount at the discretion of ACRM.

#### 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.

## Rules and Regulations — 2025 ACRM Annual Fall 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 host hotel/exhibit space. The term "Exhibition" shall mean the 2025 ACRM Annual Fall Conference, 26-31 October 2025.

### Exhibitor Registration and Badges

Exhibitors are encouraged to register in advance. Please refer to the product document "EXHIBITING: 2025 Annual Fall Conference Chicago In-Person + Online Extended Exposure" for registration fees, discounts, promotions, and more information.

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. Smoking is prohibited 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 publication 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 host hotel/exhibit space. 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 the Commonwealth of Virginia. This contract is governed by the substantive laws of the Commonwealth of Virginia.

### 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 host hotel/exhibit space. Exhibitors shall carry their own insurance to cover personnel and exhibit material against damage and loss, and public liability insurance in the amount of \$2,000,000. 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 host hotel/exhibit space 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.

#### Music Licensing

Exhibitor agrees to comply with existing regulations on music licensing and agrees to indemnify and hold harmless ACRM against any claims or expenses arising from noncompliance with these regulations.

#### 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 within and outside of 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.

#### Cancellation of Exposition/Force Majeure

The performance of this Agreement by ACRM is subject to Force Majeure, making the venue, in the sole discretion of ACRM, unfit for occupancy or the holding of the event, or which otherwise makes impossible, illegal, or commercially impracticable the performance of ACRM under this agreement. 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 of 50% of their booth space, as described above under Payment Terms and Conditions. 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 SOLEY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.