

American College Health Association (ACHA) 2022 Annual Meeting Exhibitor Terms, Conditions, Rules, and Regulations

AGREEMENT OF RULES: By signing the application and contract for exhibit space, the exhibiting organization and all its representatives, associates, assistants, and principals [Exhibitors] agree to abide by all of the requirements published by ACHA on its website, email communications, or printed communications as well as all Terms, Conditions, Rules, and Regulations enclosed herewith. The signer of this contract agrees to be responsible for seeing that all Exhibitors abide by all terms.

VIOLATIONS: Each exhibiting organization has only a terminable license to exhibit. If an Exhibitor fails to comply with any term of this contract or lawful directive issued by ACHA in conjunction with operation of the Exhibit Hall, ACHA shall be entitled to apply either or both of the following remedies:

1. ACHA, at its sole discretion, may terminate this license to exhibit and immediately close the exhibit without notice or refund of payment, and/or
2. ACHA, at its sole discretion, may delay processing of the Exhibitor's booth placement for the following year's show until after January 1st of the show year, constituting a low priority booth placement. **(This remedy shall automatically be applied to violators of the "Installation and Breakdown" provisions herein.)**

All interpretations of the Terms, Conditions, Rules, and Regulations, staffing, and registration requirements, and any and all matters and questions not specifically covered therein are subject to the discretion of ACHA.

TERMS, CONDITIONS, AND PURPOSES OF A COMMERCIAL EXHIBIT AT A CONTINUING EDUCATION EVENT

- This activity is for educational purposes only and will not promote any proprietary interest of an exhibiting organization (Exhibitor).
- The Accredited Provider (ACHA) is responsible for ensuring that the exhibition does not influence any decisions related to the planning, delivery, and evaluation of the educational activity. Exhibitors may not participate in any component of the planning process of an educational activity, including assessment of learning needs, determination of objectives, selection or development of content, selection of planners, presenters, faculty, authors and/or content reviewers, selection of teaching/learning strategies, and evaluation methods.
- All funds or other support associated with this activity will be given with the full knowledge and approval of the Accredited Provider (ACHA). No other funds from the Exhibitor will be paid to the program director, faculty/speakers, or other individuals involved with this educational activity.
- Exhibiting, marketing, promoting, or sales must not occur in the educational spaces.
- Marketing or advertisement for exhibits, promotions, or sales may not be included within educational activity content (e.g., slides, handouts, enduring materials) and must take place in a location that is physically separated from the area where educational content is delivered.

EXHIBIT ELIGIBILITY: The application to reserve booth space is generally approved when the products and services offered by the exhibiting organization are related to the college/university health field and serve the professional interests of attendees to promote the general well-being and health of college students. ACHA reserves the right to decline any exhibit that it considers unsuitable or not within the general character of the meeting.

BOOTH STAFFING/BADGES: Exhibit booths must be staffed at all times during show hours. All exhibitor representatives must be properly registered for the meeting to receive a name badge and must wear the name badge to gain entrance to the Exhibit Hall, including during booth set-up. Properly registered exhibitors are those who have been issued either a complimentary exhibitor registration from the exhibiting organization's allotment or have paid the required fees for an additional exhibitor registration. In all instances, exhibitor registrations (badges), whether complimentary or paid, will be issued **only to bona fide employees of the organization that is named on the booth application**, whose primary purpose in attending the annual meeting is to represent the exhibiting organization in the Exhibit Hall. All badges will be printed with the name of the organization named on the booth application.

SUBLETTING OR SHARING OF SPACE: Exhibitors may not sub-license or share space with another organization, partner, subsidiary, or other organization, allow other companies to display products or literature, nor reassign or apportion the whole or any part of their assigned space.

INSTALLATION AND BREAKDOWN: Exhibitors agree to adhere to the move-in and move-out schedule as published on the ACHA website or as amended by ACHA. Exhibitors agree that their booth will remain setup and staffed until the official close of the exhibition. Early booth breakdown or dismantling is prohibited, with the exception of early breakdown approved by show management (ACHA) due to an emergency. **Violations of this provision may result in the Exhibitor's diminished priority booth placement for the following year's show as stated under "Violations."**

ON-SITE PRODUCT SALES: Product sales at exhibit booths are PROHIBITED, however, order taking is permitted if 1) the product or service is related to the college/university health field and serves the professional interest of attendees to promote the general well-being and health of college students and 2) exhibitor remains in compliance with all provisions under Booth Displays and Conduct herein.

DRAWINGS AND RAFFLES: Drawings or raffles may be conducted at exhibit booths provided they do not conflict in any way with ACHA's meeting program, local laws, or any condition of this contract. Description of prizes and method in which raffle will be conducted should be pre-approved by ACHA.

BOOTH DISPLAYS AND CONDUCT:

- All demonstrations, promotional activities, or engagements with attendees by exhibitors must be confined to the limits of the Exhibitor's assigned booth. Exhibitors may not approach attendees nor conduct attention-getting activity outside of their designated space.
- Intrusive or aggressive sales practices are prohibited, including calling to visitors passing in the aisles, standing in or at the aisle to corral attendees into the booth, handing out materials to passersby, physically touching visitors without their permission, or applying pushy sales tactics.
- All booth displays and materials must be confined to the boundaries of the Exhibitor's assigned space. Any portion of an exhibit that obstructs the view of or interferes with the privileges of other exhibitors, extends beyond the designated booth space, or for any reason becomes objectionable, must be immediately modified or removed by the exhibitor. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions within its booth.
- The use of flashing lights, megaphones, microphones, loudspeakers, side-show tactics, motorized equipment or vehicles such as powered scooters or Segways (with the exception of disabled persons using wheelchairs or a comparable conveyance), or other noisy, disruptive, or potentially hazardous displays or activities is prohibited. Audiovisual equipment may be used provided 1) the sound is kept at a volume not to exceed that of normal conversation, 80 decibels, and 2) sound devices are positioned so as to direct sound into the booth rather than into the aisle.
- Helium balloons, glitter, confetti, live animals (except working dogs assisting disabled attendees) and stick-on decals or other adhesive items are expressly prohibited within the Manchester Grand Hyatt San Diego (Hotel).

Other displays, personal conduct, or presentation methods not mentioned herein but that, at the sole discretion of ACHA, disrupt the activities of other Exhibitors or the operation of the Exhibit Hall or are objectionable to attendees will not be permitted. Exhibitors are also obliged to comply with any additional rules established by ACHA. Contact ACHA in advance of the meeting if there are any questions about a planned exhibit display or activity.

USE OF ACHA IDENTITY, PRODUCTS, OR MATERIALS: Exhibitors may not depict, reproduce, or distribute images of American College Health Association (ACHA) products or resources, including ACHA corporate or project names (including the acronym ACHA), logos, cover art, or other proprietary images or information belonging to ACHA in any form. Additionally, the contents of all material on the ACHA website (www.acha.org), including the design and organization, are copyrighted by ACHA unless otherwise indicated. Content may not be reproduced, disseminated, published, or transferred in any form or by any means, except with the prior written permission of ACHA.

FLAMEPROOFING: All decorative materials shall be noncombustible or treated and maintained in a flame retardant condition. Exhibitors shall present certificate of flame retardant, or a sample of the material for testing upon request from the fire marshal. Open flames, devices that emit open flames, flammable liquids, flammable gases, or any other materials deemed hazardous by the chief of the San Diego Fire Department are prohibited.

LIABILITY: Exhibitor shall be fully responsible to pay for any and all damage to property owned by Manchester Grand Hyatt San Diego, its owners or managers that results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless the Manchester Grand Hyatt San Diego, its owners, American College Health Association and their owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hotel, or any part thereof.

SECURITY: Twenty-four-hour general security of the Exhibit Hall will be provided from exhibitor move-in through the closing time of the exhibition. However, neither ACHA, Global Experience Specialists (GES), nor the Manchester Grand Hyatt San Diego Hotel is responsible for loss or damage to exhibitor's equipment and/or products.

EXHIBIT LABOR: All work involved in the erection, touch-up painting, dismantling, and repair of all exhibits may fall under union jurisdiction. This work is to include wall coverings, floor coverings, pipe and drape, painting, hanging of signs and/or decorative materials from the ceiling, placement of all signs, and the erection of platforms used for exhibit purposes.

This does not apply to the unpacking and placement of merchandise.

Full-time employees of exhibiting companies may set their own exhibits provided that one person can accomplish the task in less than one-half (1/2) hour without the use of tools.

If the exhibit preparation, installation, or dismantling requires more than one-half (1/2) hour, exhibitors must use personnel supplied by the Official Services Contractor. However, please note that when union labor is required, exhibitors may provide company personnel to work along with union installer in Southern California on a one-to-one basis. Any full-time company personnel involved should be prepared to produce some type of company identification when engaged in these activities.

FREIGHT HANDLING: All work involved in the loading and unloading of all trucks, trailers and common and contract carriers, as well as the handling of empty crates and the operation of material handling equipment, is under union jurisdiction. The union also has the jurisdiction of the unloading, uncrating, unskidding, leveling, as well as the reverse process.

Full-time employees of exhibiting companies may 'hand carry' material provided that it is limited to only what one person in one trip can carry and they do not use material handling equipment. When exhibitors do choose to 'hand carry' material, they may not be permitted access to the loading dock/freight door areas. Global Experience Specialists, Inc. (GES) will not be responsible for any material they do not handle.

ELECTRICAL: All hardwiring ordered outlets to the line side of the exhibitors' equipment is under union jurisdiction. All plugs over 120 volts will be plugged in by electrical union personnel. Exhibitors may plug in their own plugs of 120 volts to their ordered outlets. All exhibitors are expected to comply with any union requirements in effect and as outlined in the "SHOW SITE WORK RULES" section of the Exhibitor kit.

GRATUITIES: GES work rules prohibit the SOLICITATION OR ACCEPTANCE of tips in cash, product or gifts in kind by any employee (union or non-union). GES employees are paid appropriate wages denoting professional status, therefore tipping of any kind is not allowed.