

2010 North American Pedorthic Congress Contract Rules and Regulations

2010 North American Pedorthic Congress & Exhibition

November 18 – 21, 2010 | Hilton Walt Disney World | Orlando, Florida | Exhibit Dates: November 18 – 20, 2010

Your signature on PFA/PAC's exhibitor application indicates that you have read, understand and agree to Exhibitor Rules and Regulations stated below.

Application Forms: All applications to exhibit must be on forms obtained from and approved by the Pedorthic Association of Canada (hereafter known as PAC) and the Pedorthic Footwear Association (hereafter known as PFA).

Floor Plan: The floor plan as presented in the 2010 Exhibitor Prospectus will be adhered to as closely as possible. However, PFA/PAC reserves the right to modify said plan to the extent necessary for the best interests of the exhibit, the exhibitors and the industry. If PFA/PAC makes a major modification, PFA/PAC will notify the exhibitor.

Space Assignment: PFA/PAC reserves the right to determine space assignment. Applications for space received on or before November 25, 2009, will be assigned according to points earned from previous PFA/PAC activity and the date the application is received. Thereafter, assignment will be made on a first-come, first-served basis. Exhibitors receive one point for each consecutive year of PFA/PAC Vendor/Manufacturer/Sustaining Membership and one point for each 10' x 8' booth at each Congress for 2005 – 2009.

Booth application is not considered by PFA/PAC until completed application and deposit are received. Exhibitors will be unable to set up booths until complete exhibit fee has been paid.

Payment and Cancellations: When applying for space, the exhibitor must submit one half of payment as a deposit. A valid credit card must be provided, even if the exhibitor is paying by check. The credit card will not be charged unless requested. Exhibitor agrees that card will AUTOMATICALLY be charged if final payment has not been received by November 5, 2010 AND a cancellation notice has not been received by the cancellation deadline. In the event of cancellation by the exhibitor on or prior to July 1, 2010, the exhibitor shall have the right to a full refund of his/her deposit minus a \$200 fee. Any exhibit space cancellation after July 1, 2010, will not be entitled to any refund. All funds must be paid in U.S. Dollars.

Booths and Equipment: The exhibit fee shall include a 10' x 8' exhibit booth space with one skirted 6' x 30" table, one 7" x 44" booth ID sign, and two chairs. Additional equipment can be ordered from the official exhibitor contractor.

Dismantling and Removal of Exhibits: Under no circumstances may dismantling occur before 5:30 p.m. on Saturday, November 20, 2010. Exhibitors will have until 9:00 p.m. on Saturday to remove exhibits from the exhibit halls. The exhibitor shall pay PFA \$1,000 as reasonable liquidated damages in the event the exhibitor dismantles his/her exhibit prior to the official closing of the exhibit halls, unless such dismantling was at the request of PFA pursuant to termination of the exhibitor's display privileges. No food or beverages are permitted in the exhibit area, unless approved by PFA/PAC. PFA/PAC reserves the right to request modification of any exhibit or activity that PFA/PAC, in its sole discretion, determines to be objectionable in any fashion.

Children in Exhibit Hall: In order to maintain the professional and business atmosphere of the exhibit hall, children under the age of 18 are not permitted in the exhibit hall at any time.

Solicitation: No soliciting of attendees shall be permitted other than at exhibitor's booth. Samples, brochures, etc., may be distributed only within the exhibitor's booth.

Decorating, Storage, Handling and Shipping, and Electrical Services:

PFA/PAC's official exhibit service provider is Champion Exposition Services for the Congress & Exhibition. The hotel will not accept any exhibit material. Exhibitors must ship to and from the Congress and store all exhibitor materials for the Congress in accordance with instructions included in the exhibitor's service kit. It is the exhibitor's responsibility to accurately identify all material and to comply with fire regulations. Electrical order forms will be included in the exhibitor's service kit.

Liabilities: PFA/PAC shall not, in any manner or for any cause, be liable or responsible to an exhibitor for any injury or damage to exhibitor or exhibitor's directors, officers, employees, agents, licensees, or guests, or for any loss of or injury or damage to the goods or other property of an exhibitor or of exhibitor's directors, officers, employees, agents, licensees or guests arising in connection with any aspect of Congress & Exhibition. Any and all claims for such injuries or damages are hereby waived. Exhibitor will defend, release, indemnify, and hold PFA/PAC, exhibit hall, its directors, officers, employees, agents, licensees, or guests harmless from any and all claims, injuries, damages and liability, including reasonable attorneys' fees, arising out of the acts or omissions of exhibitor and/or the exhibitor's directors, officers, employees, agents, licensees, or guests arising in connection with any aspects of the Congress & Exhibition.

PFA/PAC, their directors, officers, employees, agents, licensees or guests will not be liable for failure to hold the Congress as scheduled. In the event of cancellation by PFA/PAC, payments for booth space will be returned except that any actual expenses incurred by PFA/PAC will be pro-rated and deducted if the Congress is cancelled on or after August 1, 2010 because of fire, an act of God, the public enemy, strike, epidemic, terrorism, disruptions to the domestic and/or international transportation infrastructure or any law or regulation of public authority which makes it impossible or impracticable to hold the Congress.

Admissions: PFA/PAC will have sole control over all admissions of persons to the Congress and its exhibit area. Admission is open only to individuals who are registered with PFA/PAC.

Termination of Display Privileges: PFA/PAC reserves the right to terminate the exhibitor's display privileges at any time, without prior notice or liability, if PFA/PAC, in its sole discretion, determines that exhibitor has materially breached any of the terms, rules and regulations. If termination becomes effective during the Congress & Exhibition, the exhibitor agrees to close his/her exhibit immediately upon receipt of notice of termination, and thereafter remove his/her exhibit from the exhibition hall as soon as possible and without disruption of the meeting. Expulsion of an exhibitor under this rule shall not give rise to a claim for a refund of the fee(s) paid by such exhibitor.

Rules and Regulations: Exhibitor agrees to conform to all fire, etc., rules and regulations as provided and interpreted by the exhibit hall representatives. All exhibit decorations must be fire-retardant. Any exhibitor using live or recorded music at their booth is responsible for obtaining all music copyright licenses and/or agreements. Exhibitor is responsible for collection and payment of any applicable state and/or local sales taxes.

Contract Rules and Regulations, continued

Guard Service: PFA/PAC will furnish guard protection, but neither the management of the hotel, PFA/PAC, nor their agents, will be responsible for either any personal injury to the exhibitor or its agent or for the safety of exhibits against robbery, or damage by fire, accidents or other causes. The exhibitor is urged to take all such steps, measures and precautions as may be necessary to protect itself, its agents, representatives, employees, and guests, as well as its exhibits, displays and property, against all possible injury, damage, loss and destruction at the show and during the move-in and move-out.

Exhibitor Insurance: All property of the exhibitor is understood to remain under its custody and control in transit to and from, or within the confines of the exhibit area. PFA/PAC, Champion Exposition Services and the hotel do not maintain insurance covering exhibitor's property. Exhibitor shall carry Comprehensive General Liability coverage, including premises, operations, and contractual liability coverage of at least \$500,000 for Personal Injury Liability, and \$500,000 for Property Damage Liability. Exhibitor shall also carry Worker's Compensation insurance in full compliance with all federal and state laws and covering all of exhibitor's employees engaged in the performance of any work for exhibitor with the following coverage: \$100,000 for each accident for bodily injury; \$100,000 for each employee for bodily injury by disease; with a \$500,000 policy limit for bodily injury by disease. Exhibitor shall deliver to PFA/PAC, upon request, certificates of insurance evidencing such coverage, naming PFA/PAC as a co-insured (or additional insured) and providing that each policy of insurance required to be maintained contains a clause requiring a 30-day pre-cancellation notice to the insured and the co-insured (or additional insured).

Show Hours and Dates: Hours and dates for installing, showing and dismantling exhibits shall be those specified by PFA/PAC in the Manual Exhibitor. All exhibits must be open for business during exhibit hours, and no dismantling or packing may be started before the official close of the Exhibition.

Exhibitor and PFA/PAC Responsibilities: Principal(s) and/or employee(s) of the Exhibitor must be present in the exhibit space at all times during the open hours of the Exhibition. PFA/PAC shall (a) supply Exhibitor with the Exhibitor Manual, which is hereby made an integral part of this Agreement, (b) supply Exhibitor with a uniform name sign, (c) provide information to attendees regarding the Exhibition and sponsorship.

Displays and Decorations: Merchandise, signs, decorations or display fixtures shall not be pasted, taped, nailed or tacked to walls. No exhibit, merchandise, equipment, trunks, cases or packing materials shall be left in any aisle, but shall be confined to the exhibit space. No trunks, cases or packing materials shall be brought into or out of the exhibit space during exhibit hours. No signs, advertising devices or merchandise shall be displayed outside the exhibit space or project above or beyond limits of exhibit space.

Union Labor: Exhibitor must comply with all union regulations applicable to set up, display and dismantling of its exhibit.

Observance of Laws: Exhibitor shall abide by and observe all laws, rules, regulations and ordinances of any applicable governmental authority and all rules of the facility.

Exhibitor Conduct: Exhibitor and its representatives shall not congregate or solicit trade in the aisles, in the hotel, center lobbies or other common areas of the facilities. The prior written consent of PFA/PAC is required for the employment or use of any live model,

demonstrator, solicitor or device for the mechanical reproduction of sound. Such employment or use shall be confined to the exhibit space. PFA/PAC, in its sole and absolute discretion, may withdraw its consent at any time, in which even exhibitor shall terminate such activity forthwith. All promotional plans must be submitted to PFA/PAC for approval in advance of the Exhibition. Distribution of pamphlets, brochures or any advertising matter must be confined to the exhibit space. Exhibitor shall refrain from any action that will distract buyers from attendance at any official meeting or function at the North American Podiatric Congress. Exhibitor shall not enter into another exhibitor's space without invitation or when unattended. Neither exhibitor nor any of its representatives shall conduct themselves in a manner offensive to standards of decency or good taste.

Photographs: No photographs of exhibit spaces or merchandise shall be taken without the prior consent of PFA/PAC or the exhibitor involved.

Booth Construction: A standard 10' x 8' draped booth (8' high backdrop and 36" high side dividers) will be provided. The exhibit is carpeted. Exhibitors do not need to carpet their exhibit space. No side rails or counters may exceed 36" in height; backgrounds are limited to 8' in height and must not protrude from the back wall more than 36"; no exhibit construction will be permitted to exceed the height of the side rail except in the back one-third of the booth as noted above. The reverse side of any wing panel extending from the back wall of the display must be draped in order to avoid a raw exposure to a neighboring booth. If the exhibitor does not comply with the above standards, PFA/PAC will have the decorator drape the area and bill the exhibitor. Island displays must allow 40 percent visibility on each side. The 8' height restriction is waived for island displays.

Exhibit Personnel: All participants affiliated with exhibits must be registered. Each person will be issued an exhibitor's badge and must be employed by the exhibitor or have a direct business affiliation. Complimentary exhibit-hall-access-only badges are limited per 10' x 8' booths. Additional badges allowing access to exhibit hall are available. Once full payment has been received, exhibitors will be able to register their booth personnel online.

Accessibility for Persons with Disabilities: The representatives of each exhibiting company will be responsible for making their exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act. It is understood that PFA/PAC will be held harmless by the exhibiting company for the failure of its representatives to comply with the requirement as stated in the Americans with Disabilities Act.

Subletting of Exhibit Space: Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them. Exhibitors cannot exhibit or permit merchandise or advertising materials to be exhibited in their space that are not part of their own regular products. It is not permitted for money to change hands (including credit card payments) for products, merchandise, membership or services of any kind in the exhibit hall. Orders may be taken for payment at a later date.

Use of PFA/PAC Name and Logo: PFA/PAC reserves the right to approve use of its name and logo in all material disseminated to the media, public and professionals. PFA/PAC's name and logo may not be used without permission.

2010 North American Pedorthic Congress Program Exhibitor Description

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The Congress Program contains an exhibitor description section to assist Congress attendees in planning their visits and maximizing their time in the exhibit hall. Make sure attendees know as much about your company as possible! E-mail the information requested below to **exhibits@pedorthics.org** by August 1, 2010. Only company information received via e-mail will be accepted. If an exhibitor does not submit the requested information by August 1, 2010, no description will be printed.

- Company Name
- Company Contact
- Address
- City, State/Province, ZIP/Postal Code, Country
- Phone
- Fax
- E-mail Address
- Web site

Description can include information about your company, new products or special events taking place at your booth. Description is limited to 100 words and is subject to editing.

- May we list in all marketing materials
-

Sample Exhibitor Description

Pedorthic Footwear Association
Contact: Marlene Mirman
2025 M Street, NW
Suite 800
Washington, DC 20036
Phone: (202) 367-1172
Fax: (202) 367-2172
E-mail: exhibits@pedorthics.org
Web site: www.pedorthics.org

The Pedorthic Footwear Association (PFA), founded in 1958, is the not-for-profit professional association which represents the interests of the certified and/or licensed pedorthist and supports the pedorthic profession at large. Through the efforts of PFA, pedorthics—the design, manufacture, modification and fit of shoes and foot orthoses to alleviate problems caused by disease, congenital condition, overuse or injury—is a well-established allied health profession which makes an invaluable contribution to public health. PFA's mission is to enhance the effectiveness and efficiency of the certified pedorthist; increase the demand for the certified pedorthist's services; and defend the certified pedorthist's right to practice.

REMINDER: Descriptions must be received by August 1, 2010 to be included in the 2010 North American Congress Program. E-mail the information above to **exhibits@pedorthics.org**. If you should have any questions, contact Megan Gatten at (202) 367-1171.

2010 North American Podiatric Congress Sponsorship Commitment Form

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Sponsorship Information

Company Name: _____ Date: _____

Company Contact (person who will receive all exhibitor information): _____

Address (location where all exhibitor information will be sent): _____

City: _____ State/Province: _____ ZIP/Postal Code: _____ Country: _____

Contact Phone Number: _____ Contact Fax Number: _____

Contact E-mail Address: _____

Please select the sponsorship element(s) that you wish to sponsor from the list below, complete this form and return it with payment. PFA will send you confirmation of your sponsorship, along with information on the benefits that you receive as a sponsor. NOTE: Sponsorships for Congress events are accepted on a first-come, first-served basis.

Sponsorship Elements and Investment Amount – All costs are in U.S. Dollars.

- | | |
|---|--|
| <input type="checkbox"/> Thursday Night Reception in the Exhibit Hall \$7,500 | <input type="checkbox"/> Friday Morning Fun Run \$5,000 |
| <input type="checkbox"/> Friday Night Social Function \$7,500 | <input type="checkbox"/> Tote Bag Sponsorship \$8,000 |
| <input type="checkbox"/> Friday Opening Keynote Speaker \$5,000 | <input type="checkbox"/> Friday and Saturday Breakfasts \$2,500 each |
| <input type="checkbox"/> Saturday Keynote Speaker \$5,000 | <input type="checkbox"/> Thursday, Friday and Saturday Morning Coffee Service \$2,500 each |
| <input type="checkbox"/> Cyber Café \$5,000 | <input type="checkbox"/> Friday and Saturday Exhibit Hall Refreshments \$2,000 each |
| <input type="checkbox"/> Thursday, Friday and Saturday Lunches \$5,000 each | <input type="checkbox"/> Light Pole Banners \$850 <i>(Check for availability, limited quantity)</i> |
| <input type="checkbox"/> Key Cards \$5,000 | <input type="checkbox"/> Lanyard and Name Badge Combination Package \$5,000 |
| <input type="checkbox"/> General Sponsor \$1,000 | <input type="checkbox"/> In Guest Room T.V. Ads \$1,000/1 Day, \$1,500/2 Day,
<i>(Check for availability, limited quantity)</i> |
| <input type="checkbox"/> Product Sample \$2,000 | |

Payment Information

Check (drawn on a U.S. bank in U.S. funds and made payable to PFA) is enclosed in the amount of: _____

Charge my: MasterCard VISA American Express Discover

Name on Card: _____

Credit Card Number: _____

Expiration Date: _____

Cardholder's Signature: _____

Mail payment with this form to:
Podiatric Footwear Association
Dept. 3016
Washington, DC 20042-3016

Credit card users can fax this form to (202) 367-2172.

**All funds are to be paid in U.S. Dollars.*

NOTE: To make certain that you receive as much value as possible for your sponsorship investment, ensure that your Sponsorship Commitment Form is received by PFA NO LATER THAN August 1, 2010.

2010 North American Pedorthic Congress Exhibitor Commitment Form

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Company Name: _____

PFA Member PAC Member Non-Member

Company Contact (person who will receive all exhibitor information): _____

Address (location where all exhibitor information will be sent): _____

City: _____ State/Province: _____ ZIP/Postal Code: _____ Country: _____

Contact Phone Number: _____ Contact Fax Number: _____

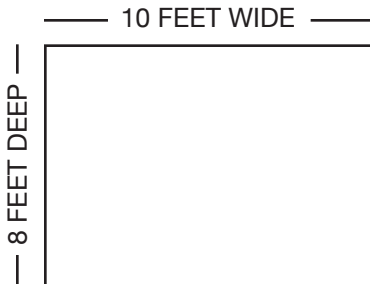
Contact E-mail Address: _____

Booth Selection

Your exhibit fee includes a 10' x 8' exhibit booth space, one skirted 6' x 30" table, one 7" x 44" booth ID sign, and two chairs. Additional equipment, furniture, telephone/DSL lines, electrical, etc., can be ordered directly from the official exhibit contractor at additional charge to you. You will also appear as an exhibitor in the Congress registration brochure, IF your completed form and deposit are received by March 25, 2010.

Standard Exhibit Booths

	First Booth	Each Additional Booth
PFA/PAC Member	\$1,800	\$1,500
Non-Member	\$2,500	\$2,500
Number of Booths Requested:	_____	_____
Total Cost:	_____	_____



Space Selection

(list your top five booth location preferences here):

First Choice: _____

Second Choice: _____

Third Choice: _____

Fourth Choice: _____

Fifth Choice: _____

First Time Exhibitor

**All funds are to be paid in U.S. Dollars.*

Payment Information

To reserve booth placement, a 50 percent deposit must be received with this application, and a valid credit card must be provided even if you are paying by check. The credit card will not be charged unless requested. You agree that your card will AUTOMATICALLY be charged, if final payment has not been received by November 5, 2010 AND a cancellation notice has not been received by the cancellation deadline July 1, 2010. Booth payment balances are due August 1, 2010.

Check (drawn on a U.S. bank in U.S. funds and made payable to PFA) is enclosed in the amount of: _____

Charge my: MasterCard VISA American Express Discover

Name on Card: _____

Credit Card Number: _____

Expiration Date: _____

Cardholder's Signature: _____

This contract is valid with the authorizing signature below.

1. I have read and agree to PFA/PAC's Exhibitor Rules and Regulations.
2. I agree to the payment conditions and schedule as specified.
3. I agree that space assigned will be acceptable, UNLESS I contact PFA/PAC within ten (10) days of notice of booth assignment to make other arrangements.
4. I agree that cancellation of my company's booth space by my company is subject to a \$200 processing fee and after July 1, 2010 will forfeit cost of the booth.

Authorizing Signature: _____

Date: _____

Return this completed application with deposit to:

Pedorthic Footwear Association
Dept. 3016
Washington, DC 20042-3016

Credit card users can fax this form to
(202) 367-2172.

Call Marlene Mirman (202) 367-1139 with questions or concerns about exhibiting.