

## Rules and Regulations Governing Exhibitors

These rules and regulations are deemed essential terms of the Application and Contract for Exhibit Space for the 2024 Midyear Clinical Meeting & Exhibition (the “Meeting”) with the American Society of Health-System Pharmacists (ASHP). ASHP may engage a third party show management service for the management of the exhibition. ASHP and/or its designated show management vendor reserve the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well-being of the exhibition. By contracting for and/or utilizing any exhibit space, each Exhibitor agrees to be bound by and to abide by these rules and regulations, the [ASHP Meetings and Events Terms and Conditions](#), any applicable codes of conduct, photo waiver, policies, and/or guidelines (collectively, the “ASHP Documents”), and any amendments or additions hereafter made to the ASHP Documents, accordingly. ***For the avoidance of doubt, Exhibitors expressly understand and agree that if any provision of the ASHP Documents is in conflict or inconsistent with any provision in any other agreement Exhibitor request be executed in connection with Exhibitor’s exhibit at the Meeting, the provision contained in the ASHP Documents shall govern and control.***

### Eligibility for Exhibiting

ASHP’s exhibition is an extension of the Meeting. ASHP reserves the right, in ASHP’s sole judgment, to determine eligibility or compatibility of any company or its products to exhibit at a meeting or event (each an “Exhibitor”; and, collectively, the “Exhibitors”). All exhibits shall serve the interest of ASHP, its members, the registrants/attendees, and the Meeting; and, shall be operated in a way that will not detract from other exhibits, the exhibition, or the Meeting as a whole. ASHP shall have no liability for its failure or inability to comply with the Exhibitor’s requests, and the Exhibitor shall have no right to cancel the contract because of ASHP’s failure to comply with Exhibitor’s requests. ASHP reserves the right to remove any exhibit that ASHP believes to be detrimental to the purpose of the Meeting. Any infringement of this regulation will result in the prompt removal of the offending exhibit company from the exhibit hall. The following qualifications are required of all Exhibitors at the Meeting:

1. Products or services displayed must further the professional interest or the educational purpose of the Meeting to provide an atmosphere conducive to exchanging information and views in a professional manner about pharmacy practice, health care and other matters relevant to attendees.
2. Products or services must be related or of interest to pharmacy practitioners in hospitals and health-systems or other related venues.

## Americans with Disabilities Act and Event Code of Conduct

Exhibitors shall be responsible for making exhibits accessible to persons with disabilities, as required by the Americans with Disabilities Act, and shall hold ASHP harmless from any consequences of an Exhibitor's failure in this regard. Each Exhibitor agrees to adhere to the ASHP's Event Code of Conduct located at <https://www.ashp.org/Meetings-and-Conferences/ASHP-Event-Code-of-Conduct>. ASHP's zero-tolerance for any form of discrimination, harassment, or other unacceptable behavior including but not limited to: verbal abuse; disruption of presentations during sessions; posting promotional materials when not registered as an authorized exhibitor; or any other unacceptable behavior. In response to any incident of unacceptable behavior, ASHP reserves the right to take any action deemed necessary, including immediate removal from the event without warning or refund and to prohibit attendance at any future meeting or event.

## COVID-19 Vaccination Requirements

In keeping with ASHP's duty of care and responsibility as Meeting host, ASHP ***strongly encourages*** all participants at ASHP meetings and events whether an Exhibitor, presenter, attendee, staff member, guest, or vendor to be fully vaccinated for whom the COVID-19 vaccine has been approved for use by the World Health Organization (WHO).

Government and public health guidelines and restrictions and business and industry best practices regarding COVID-19 and COVID-19 vaccines are changing rapidly as new information becomes available, further research is conducted, and additional vaccines are approved and distributed. ASHP reserves the right to modify this policy at any time, in its sole discretion, to adapt to changing circumstances and business needs consistent with applicable laws and public health guidelines to maintain its commitment to a safe and healthy Meeting environment. Such modifications may include requiring booster vaccines against COVID-19.

## Exhibit Requirements

### Presentations and Demonstrations

Video demonstrations, presentations, literature and other materials are to be straightforward, professional and non-combative in nature. Activity and attire of presenters and demonstrators shall be consistent with the professional atmosphere of the Meeting. Commercial/promotional demonstrations or presentations that are related to an Exhibitor's products or services are permitted limited to a maximum time of ten (10) minutes in duration. Any demonstration or presentations exceeding this ten (10) minute timeframe may be subject to additional payment obligations. Formal educational presentations and presentations offering CME credit within a virtual exhibit are prohibited. ASHP reserves the right to mandate discontinuation of presentations it deems objectionable or in violation of these regulations

until a mutually agreeable presentation is developed and approved. The Exhibitor waives any rights or claims of damages arising out of enforcement of this rule.

## **Patient Information**

To preserve the anonymity of patients and research subjects, Exhibitors must remove all potentially identifying information—including patient likenesses, identification numbers, names, initials, etc.—from images, charts, graphs, tables, and text before being displayed at the Meeting.

## **Photographs and Videos**

For photographs, videos, computerized renderings, or 3-D reconstructions of patients, a cropped or adequately masked image that excludes identifiable features may be acceptable. In the rare circumstance when identifiable images, videos, photographs, or surface renderings are essential to conveying critical educational information, the Exhibitor must obtain a letter of informed consent from the patient or patient’s guardian before use. This permission requires that the individual be offered the ability to see the personally identifiable images to be displayed as part of obtaining informed consent. The letter of informed consent should be available for review upon request. At any time that ASHP deems exhibit content to display identifying information or identifiable patient likenesses, the Exhibitor will be instructed to remove the content from the exhibit.

## **Use of Official ASHP Hotel Block**

An executed Application and Contract for Exhibit Space must be submitted to ASHP prior to requesting a hotel guest room block. All hotel reservations must be made through the official ASHP Housing Company, Orchid Events. Procedures for reserving hotel blocks will be available on the official Meeting hotel reservation form and must be adhered to. Exhibitors who do not adhere to these procedures may be subject to restrictions at future ASHP meetings, including but not limited to, denial of exhibit space and/or meeting room requests, and ineligibility for convention hotel room rates.

## **No Sales Policy or ASHP Endorsement**

Because of the educational nature of the exhibit program the following activities are expressly prohibited from being conducted on the exhibit floor: solicitation of business, all order taking, selling activity, conferences in the interest of business and similar activity on the exhibit floor. Exhibitors shall not in any manner indicate that an ASHP endorsement or approval of Exhibitor’s product or service has been given by ASHP merely because ASHP has approved such product or service for display.

These prohibitions will be strictly and actively enforced. Enforcement may include, for example, the shutdown of an offending party’s exhibit booth and/or ejection from the exhibit hall.

### Assignment of Space

Booth space will be allocated in the sole and exclusive discretion of ASHP taking into consideration grouping of Exhibitors and the date upon which each Exhibitor’s Application and Contract for Exhibit Space was received and approved by ASHP. ASHP reserves the right, in the best interest of the exhibit program, to relocate selected booth space to an area other than that which was specifically selected by the Exhibitor. The decision of ASHP with respect to allocation of booth space will be final and binding upon all Exhibitors.

### Exhibit Booth Arrangement

For an in-person Meeting, as applicable, the exhibit booth arrangement is shown according to the floorplan on the ASHP exhibitor website. Dimensions and location of each booth are reasonably accurate, but only warranted to be approximate. Floorplan revisions will take place periodically, and Exhibitors are encouraged to continue to refer to the ASHP website as updated floorplans will be posted as they become available.

### Contract for Exhibit Space

The Application and Contract for Exhibit Space must be completely filled out and properly executed. If the contract is accepted by ASHP, all provisions included in both the contract and these Exhibit Rules and Regulations, including, but not limited to, the space assigned and the use thereof, and the booth construction guidelines detailed at the end of this document shall become legally binding upon both ASHP and the Exhibitor. ASHP will assign and confirm booth space to the Exhibitor and credit the deposit paid against the monies due when the contract is accepted.

The Exhibitor agrees to the following payment and cancellation terms below:

Deposit and Payment Schedule	
Date of Application Submission	Payment Amount Due
November 2023-February 7, 2024	No payment due with contract, 50% deposit by February 8, 2024
February 8 –April 3, 2024	50% due with contract, balance due April 4, 2024
On or after April 4, 2024	100% due with contract

**ASHP requires payment in full no later than April 4, 2024. Failure to make payments**

**does not release the contracted or financial obligation to the Exhibitor.**

<b>Cancellation Penalties</b>	
<b>Date</b>	<b>Fees</b>
On or before February 7, 2024	No Cancellation Penalty
February 8 -April 3, 2024	50% of Exhibit Space Rental Fee
On or after April 4, 2024	100% of Exhibit Space Rental Fee

Any booth contracted after April 4, 2024 must be paid in full by the Exhibitor at the time of submission of the application and contract. Should an Exhibitor fail to make deposits or submit full payment in accordance with the schedule above, ASHP has the full authority and discretion to cancel any or all booth space assigned to the Exhibitor. In such cases, any payment submitted with the application and contract shall be retained by ASHP in consideration of ASHP holding the exhibit space for the Exhibitor. Exhibitors will not be permitted to install their exhibits or furnish their booths until full payment of the booth rental fee has been received. Payments to ASHP are not deductible as charitable contributions for federal income tax purposes. However, they may be deductible under other provisions of the Internal Revenue Code.

### **Subletting of Space**

Exhibitors shall not assign, sublet, or share any space allocated to them and may not advertise or display goods other than those manufactured or sold by them in the regular course of their business. Space assigned to the Exhibitors is for their exclusive use. No other person, firms, organizations, or companies shall be permitted to display or demonstrate their products or services or distribute advertising materials to Meeting attendees in the areas assigned to ASHP's Meeting facilities. Non-compliance with this regulation will result in the prompt removal of the offending person and property from the area.

### **Activity within the Exhibit**

Any activity within the exhibits, including, without limitation, distribution (free of charge or otherwise) of any literature, product, or any other item must conform to the educational and professional nature and character of the Meeting, and be in compliance with all applicable state, federal, and local laws, codes, ordinances, rules and regulations. ASHP reserves the right to prohibit and require immediate cessation of any activity or distribution that, in ASHP's sole and absolute discretion, is determined not to conform to the educational nature of the exhibit program. ASHP will provide advance approval of activities and items upon the request of an Exhibitor. ASHP's decision to prohibit and require cessation of any activity will be in its sole and absolute discretion of and will be final.

Exhibitors must submit the Booth Activity Approval Form through the online ASHP Exhibitor Resource Center by **Friday, October 24, 2024**.

## Contests and Giveaways

Contests, lotteries, raffles, or games of chance are strictly prohibited unless preapproved in writing by ASHP. Notwithstanding the foregoing, any Exhibitor having an ASHP-approved contest, lottery, raffle, game, drawing of any kind must follow all governmental laws, ordinances, rules and regulations. It is the Exhibitor's responsibility to make sure they correctly follow all rules and regulations, including applicable ethical practices and industry conduct. Any violations will be at the sole expense and fault of the Exhibitor. ASHP is not responsible or liable for any contests, drawings or giveaways held prior to, during or after the Meeting of Exhibitors.

## Use of Attendees' Personal Information

Attendees may request to be contacted by an Exhibitor by providing ASHP and/or the designated show management vendor with their personal contact information ("Attendee PI") via the platform. ASHP and/or the designated show management vendor will share this Attendee PI with the requested Exhibitor on the attendee's behalf. Exhibitor's use of any Attendee PI will be in accordance with ASHP's Privacy Policy located at <https://www.ashp.org/Privacy-Policy> and in compliance with applicable data privacy laws.

## Exhibit Badges

Any individuals designated by the Exhibitor will be issued exhibit badges that will authorize such personnel to enter the exhibit area during hours when it is open for Exhibitors but not the public. Each exhibiting organization will be given four (4) complimentary exhibit badges per 10'x 10' booth. These complimentary badges will permit access to the exhibit hall and ASHP educational sessions, but do not include continuing education credit. Additional Exhibitor badges over the allotment may be purchased in advance or onsite. The number of overallotment exhibit badges an Exhibitor may purchase will be equal to the number of complimentary badges the Exhibitor is allotted (the "Overallotment Badge Maximum"). Exhibitors who need badges in addition to their complimentary badges and Overallotment Badge Maximum will need to register as an attendee. Exhibitors will not be refunded for any purchased and unused exhibit badges.

**Example:** Exhibitor who has a 10' x 20' booth receives eight (8) complimentary exhibit badges and can purchase up to eight (8) additional exhibit badges.

Exhibit personnel who wish to register and receive continuing education (CE) credit for session attendance will be offered a discounted registration rate plus any overallotment badge fee, if applicable. Once an exhibiting company reaches the Overallotment Badge Maximum, any Exhibitor needing CE credit will need to register as an attendee. All Exhibitor and discounted

registration rate badge requests must be submitted and paid for online through the exhibit badge portal by the designated deadline.

**NOTE:** EXHIBITOR BADGES ARE NONTRANSFERABLE AND NONREFUNDABLE. Exhibitors may add/delete exhibit badge names following the allotment guidelines until the deadline designated on the Meeting website. After this date, any changes to your exhibit personnel shall be processed onsite at the staffed registration desk, and the new representative will be charged the applicable badge fee per badge onsite.

## **Termination of Meeting and Exhibit**

Should the premises in which the Meeting is to be held become, in the sole judgment of ASHP, unfit for occupancy, or should the Meeting and exhibits be materially interfered with by reason of weather, strike, picketing, boycott, embargo, injunction, war, riot, emergency declared by a government agency, or any other act beyond the control of ASHP, the Contract for Exhibit Space may be terminated by ASHP. ASHP will not incur any liability for damages sustained by Exhibitors as a result of such termination. In the event of such termination, the Exhibitor expressly waives such liability and releases ASHP from and against all claims for damages and agrees that ASHP shall have no obligations except to refund to the Exhibitors a pro-rated share of the aggregate amount received by ASHP (as rental for exhibit space for said exhibit), after deducting all costs and expenses in connection with such exhibit, including a reasonable reserve for claims, such deductions being hereby specifically agreed to by the Exhibitor.

## **Exhibitor Withdrawal or Booth Downsizing**

Withdrawal by any Exhibitor will not be accepted unless written notice of such withdrawal has been received by ASHP. All deposits are nonrefundable and non-transferrable after April 4, 2024, and any Exhibitor who withdraws after April 4, 2024 shall forfeit one hundred percent (100%) of the full price of such Exhibitor's space. Downsizing of the original booth size by any exhibitor will not be accepted unless written notice of such downsizing has been received by ASHP. Any Exhibitor that downsizes before April 4, 2024, shall owe ASHP, in addition to the deposit already paid for the original booth request, a downsize fee equal to 50% of the actual downsized square footage including corners. Further, the Exhibitor will then owe the balance associated with the full price of the reduced size exhibit booth.

**Example 1:** Exhibitor XYZ reserves a 10x20 space and downsizes to a 10x10. The square foot difference between the original exhibit and the downsized space is 100 square feet. Exhibitor XYZ will owe \$5,100 for the 10x10 and an additional downsize fee of \$2,550, which equals 50% of the cost of the square footage being released back to ASHP (100 square feet). If corners purchased on the original contract are eliminated in a downsizing, 50% of the corner fee will also be calculated into the downsize fee.

**Example 2:** Exhibitor XYZ reserves a 30x30 space and downsizes the 30x30 to a 10x30. The square foot difference between the original exhibit and the downsized space is 600 square feet. Exhibitor XYZ will owe \$15,300 for the booth size of a 10x30 and an additional downsize fee of \$15,300, which equals 50% of the cost of the square footage being released back to ASHP (600 square feet). If corners purchased on the original contract are eliminated in a downsizing, 50% of the corner fee will also be calculated into the downsize fee.

Any Exhibitor that downsizes its exhibit booth from its original contract request after April 4, 2024, shall owe ASHP the full remaining balance on the original booth request as the downsize fee in addition to the cost of the new reduced size exhibit booth.

**Example 3:** Exhibitor XYZ reserves a 10x20 space and downsizes to a 10x10. Exhibitor XYZ will still owe \$10,200 plus \$350 per corner, for the original contracted 10x20. If corners purchased on the original contract are eliminated in the downsize, 100% of the corner fee will also be included in the downsize fee.

## Installation, Staffing, and Dismantling of Exhibits

The New Orleans Ernest N. Morial Convention Center has been reserved for exhibit installation during the following hours\*:

Friday, December 6	8:00 am – 5:00 pm
Saturday, December 7	8:00 am – 5:00 pm
Sunday, December 8	8:00 am – 5:00 pm

\*Days and hours are subject to change.

Exhibitors are encouraged to finalize minor booth preparations, display samples, etc., on Monday, December 9, 2024 after 8:00 a.m. All exhibits must be operational by 10:30 a.m., Monday, December 9, 2024. After this hour, no installation work will be permitted without special permission from ASHP.

If erection of any exhibit has not started by 12:00 p.m., Sunday, December 8, 2024, ASHP shall order the exhibit to be erected, and the Exhibitor will be responsible for payment of expenses incurred. Dismantling or packing of exhibits cannot begin earlier than 2:00 p.m., Wednesday, December 11, 2024.

All displays must be ready for removal from the exhibit hall no later than 2:00 p.m., Thursday, December 12, 2024. Exhibitors will be charged one thousand dollars (\$1,000) per day or any part thereof after 10:00 p.m., Thursday, December 12, 2024, that the exhibit remains on the



leased premises.

ASHP and the New Orleans Convention Center each reserve the right to disassemble exhibits and charge the exhibitor the above fee plus damages in the event these exhibits are not dismantled in a timely manner causing the Exhibitor to remain on the premises beyond authorized times. ASHP and the New Orleans Ernest N. Morial Convention Center each assume no obligation to undertake disassembly and assume no liability for any action in connection with this activity.

### **Contract Labor**

Exhibitors may use contractors other than the official exhibit contractor to set up, erect, and dismantle exhibits if at least thirty (30) days prior to the first official move-in day, Exhibitor provides to ASHP a written statement of authorization for each such contractor in which the Exhibitor gives the name and address of each contractor and lists the name of the supervisor who will be in attendance; assumes all responsibility for acts of its contractors and holds harmless ASHP, SPARGO, Inc., Shepard Exposition Services and the New Orleans Ernest N. Morial Convention Center for any loss or damage, including reasonable attorney’s fees arising from any act or omission of its contractors and further holds harmless ASHP, SPARGO, Inc., Shepard Exposition Services and the New Orleans Ernest N. Morial Convention Center from an injury to property of the contractors and the contractors’ employees, subcontractors’ agents and servants; guarantees compliance with any and all laws, ordinances, or regulations, and all union and convention center requirements; and guarantees all work will be coordinated through and subject to the direction of the official exhibit contractor to ensure orderly workflow. Exhibitors must have onsite and provide to the official exhibit contractor certificate(s) of insurance for their contractor(s), naming the New Orleans Ernest N. Morial Convention Center, SPARGO, Inc., Shepard Exposition Services and ASHP as the additional insureds. This insurance shall afford immediate defense and indemnification, and the limit of the coverage must be no less than \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Contractors must strictly comply with the foregoing or they will not be permitted on the premises.

Exhibit Hours:\*

Monday, December 9	11:00 am – 3:00 pm
Tuesday, December 10	11:00 am – 3:00 pm
Wednesday, December 11	11:00 am – 2:00 pm

\*Exhibit hours are subject to change.

## **Staffing of Exhibits**

Exhibit booths must be staffed during all exhibit hours by qualified personnel of the exhibiting company who must be able to explain or demonstrate the products or services on display. Exhibitor assumes all responsibility for its exhibit personnel, employees, contractors, servants, agents, and for all persons admitted to the exhibit area using its Exhibitor's badge. All Exhibitors are responsible for informing their own personnel and authorized representatives of these rules and regulations.

## **Music**

Exhibitors shall not play or perform any music at any time. Notwithstanding the foregoing, the exhibitor represents and warrants that no musical work protected by copyright will be staged, produced, or otherwise performed, via either "live" or "mechanical" means, by or on behalf of the exhibitor at the convention unless the exhibitor has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g., ASCAP, BMI, SESAC) for such use. Exhibitor further represents and warrants that it shall be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including, but not limited to, all obligations to report data and to pay royalty fees. Exhibitor agrees to defend, indemnify, save, and hold harmless ASHP and its directors, officers, agents, employees, and each of them, from and against any and all claims, costs, and expenses (including legal fees and expenses) demands, actions, and liabilities of every kind and character whatsoever with respect to any breach of the foregoing representations and warranties.

## **Exhibit Contractor**

Shepard Exposition Services  
10474 Armstrong Street  
Fairfax, VA 22030

An Exhibitor's service kit providing information about ordering drayage, electrical services, furniture rental, labor, lead retrieval devices, etc., with a complete list of charges, will be available online in September 2024.

## **Care of Exhibit Space and Premises**

All Exhibitor activities must be confined to the limits of Exhibitor's allocated exhibit space and chat room (as applicable) and must not interfere with the activity of other Exhibitors. The Exhibitor, at its own expense, shall install carpet in its exhibit space, shall take good care of its exhibit space, not deface or mar said premises, and will keep and maintain the aforesaid premises in good order at all times. Decorations may not be taped, nailed, tacked, or otherwise fastened to the

ceilings, painted surfaces, columns, fabrics, or walls. Exhibitors may not distribute adhesive-backed decals/stickers inside the New Orleans Ernest N. Morial Convention Center or on the premises. Electrical or any other mechanical apparatus must be muffled so noise does not interfere with other Exhibitors. Exhibitors will not mar, deface, or otherwise damage any area or equipment of the New Orleans Ernest N. Morial Convention Center.

## **Safety**

No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper shall be used at any time. All packing containers, excelsior, and wrapping paper are to be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, silken, or any other cloth decorations must stand a flameproof test as prescribed by the fire ordinance of the City of New Orleans, Louisiana, New Orleans Ernest N. Morial Convention Center. Volatile, explosive, or other flammable matter or any substances prohibited by the law or insurance carriers, are not permitted on premises. All electrical equipment must meet applicable National Electrical Codes and Convention Center requirements. Electrical fixtures and fittings must be UL listed and so marked. Access to public elevators and escalators must not be blocked at any time. Utility panels, switchgear, fire hose cabinets, standpipes and fire extinguishers must remain visible and accessible at all times. Decorations may not block exit doors, fire extinguishing equipment, sprinklers, or emergency lighting systems. All decorating materials must be constructed of flame-proof material or treated with an approved flame proofing solution. Exhibitors may not use helium balloons, compressed gas, heaters, heating devices, or motorized vehicles without the express written consent of ASHP and the New Orleans Ernest N. Morial Convention Center.

## **Use and Disposal of Hazardous Materials and Hazardous Waste**

Exhibitors shall comply with any laws or regulations regarding the use, handling, storage and disposal of hazardous materials and/or hazardous waste. Exhibitors intending to use hazardous materials in the exhibit space shall notify ASHP in the Booth Activity Approval Form of the name of the hazardous material and intended location of any such materials.

Exhibitor shall ensure that all hazardous materials and hazardous waste it uses are properly disposed of. If Exhibitor leaves any such materials behind in the New Orleans Ernest N. Morial Convention Center, Exhibitor shall be responsible for paying all costs of disposal, including analysis and testing.

## **Children**

Due to health and safety considerations, children under the age of 16 will not be admitted to the exhibit program or educational sessions.



## **EXHIBITOR IN-PERSON MEETING OR EVENT LIABILITY WAIVER AND ASSUMPTION OF RISK**

Exhibitor assumes all risks and accepts sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that Exhibitor may experience or incur in connection with attending the in-person ASHP meeting or event. Exhibitor hereby releases, covenants not to sue, discharges, and holds harmless ASHP, its employees, agents, and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto.

Specifically relating to the global COVID-19 pandemic, Exhibitor acknowledges the highly contagious nature of COVID-19 and voluntarily assumes the risk of exposure or infection by attending the in-person ASHP meeting or event, and that such exposure or infection may result in personal injury, illness, disability, and/or death to Exhibitor. Exhibitor understands that the risk of becoming exposed to or infected by COVID-19 at the in-person ASHP meeting or event may result from the actions, omissions, or negligence of others who may attend the event or their families, colleagues, or others with whom they may have contact. Accordingly, Exhibitor understands and agrees that this release includes any claims based on the actions, omissions, or negligence of ASHP, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the in-person ASHP meeting or event.

In addition to all other rules and regulations relating to the Exhibitor's attendance at the in-person ASHP meeting or event, Exhibitor agrees to comply with all COVID-related procedures that may be implemented by ASHP and the venue of the in-person ASHP meeting or event, including, but not limited to, mask-wearing and social distancing requirements and restrictions on certain activities that carry higher COVID-related risk, in order to protect as much as possible the health and safety of all in-person ASHP meeting or event Exhibitors and attendees/registrants.

### **Exhibit and Meeting Limitation of Liability**

Neither ASHP, SPARGO, Inc., Shepard Exposition Services, the management of the New Orleans Ernest N. Morial Convention Center, or the officers, directors, agents, employees, contractors, and assignees of any of the aforesaid parties will be responsible for any loss, injury, or damage whatsoever or howsoever arising, which may occur to an exhibit booth, Exhibitor or to Exhibitor's agents, employees, contractors, affiliated personnel, or representatives, or any of their property, wares, businesses or other activities, arising from any cause whatsoever, in connection with the Meeting and this exhibit program. By signing the Application and Contract for Exhibit Space, Exhibitor expressly, voluntarily, and knowingly assumes all such risk, and expressly releases ASHP and the above-named parties from any and

all claims for any such injury, loss or damage.

## **Exhibitor Liability**

If ASHP, Shepard Exposition Services, SPARGO, Inc., or the New Orleans Ernest N. Morial Convention Center shall be subject to any claim, demand, liability, lawsuit, judgment (whether or not final) award of any type (whether or not final), for any damage or injury to person or property which arises directly or indirectly from the actions or failure to act of one or more Exhibitors, their employees, agents, contractors, or persons on or about the premises with a badge of the Exhibitor, such Exhibitor or Exhibitors shall jointly and severally indemnify and hold harmless ASHP, Shepard Exposition Services, SPARGO, Inc. and the New Orleans Ernest N. Morial Convention Center against any liability resulting therefrom, including, without limitation, attorneys' fees.

## **Insurance**

Exhibitors must adequately insure their activities, materials, goods, wares, and exhibits against theft, damage, loss, or injury of any kind and must do so at their own expense; ASHP, SPARGO, Inc., Shepard Exposition Services and the New Orleans Ernest N. Morial Convention Center are not responsible for any loss (howsoever caused) to any property of any Exhibitor. Exhibitors are solely responsible for their own actions and all actions of their employees, personnel, representatives, agents or contractors during the Meeting. The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than a minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name ASHP, SPARGO, Inc., New Orleans Ernest N. Morial Convention Center and Shepard Exposition Services as additional insureds. During the term hereof, the Exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of Exhibitor's employees engaged in the performance of any work for Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to and from the confines of the hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to ASHP Show Management or its agent or representative within three (3) business days after request, time being of the essence. Failure to remit such proof shall be a material breach of these rules and regulations.

## **Security**

ASHP will provide security guard service throughout the entire Meeting, including the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by Exhibitors as guaranteeing them or the content of their exhibit against loss or theft of any kind. For additional security services, please contact the official security contractor for the meeting. Information about these services is contained in

the service kit.

## **Recording and Use of ASHP Logo**

No Exhibitor shall record or photograph any content of the meeting specifically or of attendees entering the Exhibitor’s booth space. Exhibitors will not use the ASHP logo, the name of ASHP, or in any manner associate any exhibit or any activity during the Meeting with ASHP without the express written and personal consent of ASHP.

## **Food and Beverage**

Certain packaged foods and nonalcoholic beverages may be distributed by Exhibitors from their exhibit space. Companies wishing to serve food and beverages must complete the Request for Approval of Giveaway Form available through the online ASHP Exhibitor Resource Center by **Friday, October 25, 2024**. All food and beverages must be purchased through the New Orleans Ernest N. Morial Convention Center’s catering department.

In an effort to maintain a clean and organized exhibit hall, Exhibitors who will be providing food and beverage/hospitality in their booth must order porter service. Porter Service is provided exclusively by our general services contractor, Shepard Exposition Services.

Exhibitors need to be aware of the ASHP policy regarding the consumption of alcoholic beverages:

“That alcohol is a drug and should be used with the respect and concern afforded to any drug; that pharmacists should extend their professional obligations and responsibilities to alcohol use by individuals and themselves; that pharmacists have an obligation to ensure that, if consumed, alcohol is used only responsibly; that pharmacists, by example in their personal conduct, should foster awareness of the nature of alcohol and responsible use of alcohol by those who choose to use alcohol; and that ASHP and its members continue to support and foster impaired-pharmacists programs as a means of providing opportunities for such individuals to rehabilitate themselves.”

## **Smoke-Free Environment**

ASHP monitors state and city laws related to smoking bans and considers meeting locations that have enacted smoke free regulations for public areas. The 2024 Midyear Clinical Meeting and Exhibition is a smoke free area.

## **Picture Taking, Videotaping/Audio taping**

Exhibitors are not permitted to photograph, audiotape or videotape sessions or exhibits during the meeting without express prior written approval from ASHP.

## **Helium Balloons/Lighter-than-Air Objects**

The use of helium balloons and/or lighter-than-air objects is prohibited in the exhibit hall.

## **Waiver and Other Rules and Regulations**

The rights and benefits hereunder are personal to Exhibitors and may not be assigned without the express written consent of ASHP. All exhibits must conform strictly to these Rules and Regulations. ASHP reserves the right, in its sole and absolute discretion, to restrict any exhibit that might be considered undesirable or outside the scope of the Meeting. This restriction includes, but is not limited to, specific items, conduct, dress of personnel, printed matter, or anything that ASHP deems objectionable to the exhibit program or the Meeting as a whole. ASHP shall not be deemed to waive any of its right here under unless such waiver is explicitly stated as a waiver in writing and signed by ASHP. No delay or omission by ASHP in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

All rights and privileges granted to Exhibitors are subject to and subordinated to a master lease agreement between ASHP and the New Orleans Ernest N. Morial Convention Center and its policies, rules, and regulations. This agreement provides a personal right to the Exhibitor and creates no interest or estate in the New Orleans Ernest N. Morial Convention Center or its equipment or facilities.

Exhibitors will comply with all applicable Federal, State and municipal statutes, ordinances, regulations, rules, and requirements including without limitation laws applicable to patents, copyrights, and trademarks and all rules and regulations of the New Orleans Ernest N. Morial Convention Center. Exhibitors will not discriminate against any person on account of race, color, ancestry, religion, national origin, age, gender, sexual preference, sexual orientation, gender identity, marital status, family status, genetic status, pregnancy, parenthood, political affiliation, veteran's status, or any other protected status.

## **Definitions**

For purposes of these Rules and Regulations the following terms have the following meaning: "The New Orleans Ernest N. Morial Convention Center" includes and means the New Orleans Ernest N. Morial Convention Center Exhibit Halls; which is engaged in business as the New Orleans Ernest N. Morial Convention Center, its respective directors, trustees, officers, employees, members, and agents.

"ASHP" includes and means the American Society of Health-System Pharmacists (ASHP), and its directors, officers, employees, agents, members, and contractors.



The Rules and Regulations of the exhibit may be amended by ASHP, and such amendments are hereby made an integral part of and incorporated by reference into the Contract for Exhibit Space and shall be deemed to have the identical effect as if set forth in full in the contract. All points not specifically covered are subject to the decision of ASHP.

## **Booth Construction and Design**

### **Arrangement of Exhibits**

Standard booth backgrounds and side rails, decorated with fantasy draperies, and uniform two-line signs are provided for inline booths without charge. All exhibits must be confined to the space limits of their respective booth(s) as indicated on the floor plan. All equipment, products, or materials to be displayed or demonstrated must be placed within the exhibit space in order to ensure that the attendee viewing the exhibit will stand within said booth space and not in the aisles. All exposed parts of displays must be finished to present an attractive appearance when viewed from the aisles or from adjoining exhibits. Exhibits that do not conform to these specifications, or that are otherwise found objectionable in the ASHP's sole opinion, will be prohibited. ASHP reserves the right, in the best interest of the exhibit program, to relocate selected space to areas other than that selected by Exhibitor.

Every exhibit space should allow for visibility of surrounding spaces. The booth guidelines below are set forth to ensure this standard is both understood and adhered to.

### **Linear Exhibit Booths**

Linear exhibit booths are 100 feet square (10' x 10') and consist of 8 feet high back drape and 36 inches high side dividers mounted on aluminum tubular frames. Signs, decorations and equipment may not rise above the 8 foot back wall or be placed outside the booth space. Solid construction over 4 feet high must be a minimum of 5 feet back from the aisle. Exposed unfinished sides of the exhibit must be draped to present an attractive appearance. Hanging signs are not permitted. All booths are identified with a booth sign, including company name, and booth number affixed on the back wall.

The height restriction for linear booths is 8 feet. Linear exhibit booths are 100 feet square (10' x 10') and consist of 8 feet high back drape and 36 inches high side dividers mounted on aluminum tubular frames. Hanging signs are not permitted above linear booths.

### **Island Exhibit Booths**

An island exhibit is an open area of exhibit space with aisles on all four sides. Island booths are 20'x20' or larger. Island exhibits must provide for accessibility from all four aisles. Companies that contract for island booths are allowed to purchase only up to 50 feet of frontage on any main cross aisle. Island exhibits may extend to all outer edges of the booth but must provide

see-through visibility so as not to obstruct the view of, or otherwise interfere with, the displays of other Exhibitors. ASHP requires island booth Exhibitors comply with the See-through Rule, which means that at least 50% of the exhibit booth must have visibility through it on all sides.

The height restriction for island booths is **25 feet** for the booth structure(s). Multi-level booths are strictly prohibited. Hanging signs/banners are only available for island booths and may not exceed the perimeter of assigned booth space. The top of the booth's sign may not extend more than 25 feet from the floor to the top of the sign, and the bottom of the sign must be at least 16 feet above the floor. There may be ceiling height variations in the exhibit hall. Exhibiting companies should verify the height of the ceiling with the convention center or SPARGO, Inc. before designing your booth.

**NOTE:** The height restriction for island booths located in the lower ceiling area at the front of halls E/F is **20 feet** for the booth structure(s). Hanging signs are not permitted in this area.

Exhibitors who wish to construct an island booth that will be 400 square feet or larger are required to submit a digital drawing, rendering, or architectural plans to ASHP Exhibition Management, through the online ASHP Exhibitor Resource Center, for approval by **Friday, October 4, 2024**. Any changes that occur after initial submission must be resubmitted to ASHP Exposition Management for approval prior to the meeting. Floor plans for every island booth are required to ensure that ASHP rules and regulations are followed and provide ASHP with the ability to resolve potential issues before show-site. Floor plans should be drawn to scale and include all exhibit components and their dimensions. If floor plans are not submitted by the date indicated above, and the booth's construction is determined to be in violation of booth restrictions, ASHP has the right to prohibit assembling of the booth. Island exhibits are subject to show site review and modification where necessary, at the Exhibitor's expense.

Aisles may not be obstructed due to any activities within the booth:

- Counters must be a minimum of one foot in from all aisles.
- Demonstration areas are required to be placed a minimum of five feet in from the aisles.

Exhibitors are responsible for monitoring attendance to prevent aisle congestion. Demonstrations will be limited or eliminated in situations where overflow continues to be a problem. No drapery or identification sign is provided for island booths. All booths are identified with a booth number label that is affixed on the aisle carpet.

## **Mobile Units, Vehicles or Trucks (mobile units)**

Exhibitors that wish to display mobile units, vehicles or trucks on the exhibit floor or other ASHP designated areas must submit a request in writing for approval to the ASHP Exhibits Director. Requests should be sent by **Friday, September 6, 2024** and must include space requirements, picture of the unit and display details. Mobile units, vehicles or trucks for

display in the exhibit hall will only be located in designated areas and cannot be located in regular exhibit booth space. Mobile units must be in compliance with fire prevention codes according to the New Orleans Ernest N. Morial Convention Center rules and regulations and the Americans with Disabilities Act. The mobile unit or truck must also be open to all attendees. Approvals are at the sole discretion of ASHP.

## Facility Fire/Safety Guidelines

The New Orleans Ernest N. Morial Convention Center has established guidelines regarding acceptable booth configurations from a safety standpoint. It is the responsibility of each Exhibitor to ensure compliance with all Facility Regulations.

## Lighting

Exhibitor lighting must be limited to the confines of the booth space. Lighting that projects onto another Exhibitor's space or ASHP aisles or otherwise detracts from the professional atmosphere of the event will not be allowed. Island booth Exhibitors that wish to have facility lights turned off that are within the confines of their booth space must submit requests in writing to the ASHP Exhibits Director.

No requests will be granted to turn off lights which project over aisle space or other Exhibitors' booths. The Exhibitor is responsible for any lighting costs related to installation and dismantling, including any lights which may be denied approval on-site due to infringing on ASHP aisles, or other areas outside the Exhibitor's booth space, etc.

## Signs

Only professionally printed signs are allowed in the exhibit hall. Forms for ordering booth ID signs and additional signs will be included in the Exhibitor Service Manual.

## Booth ID Signs

A 7" by 44" identification sign with company name and booth number will be provided for all linear booths at no charge.

## Hanging Signs or Banners

Hanging signs/banners are only available for island booths and may not exceed the perimeter of assigned booth space. The top of the booth's sign may not extend more than 25 feet from the floor to the top of the sign and the bottom of the sign may not extend lower than 16 feet from the floor. Exhibitors, display companies and/or Exhibitor Appointed Contractors may supervise, but will not be allowed to assemble or install a hanging sign. Hanging signs will be assembled and installed by the official ASHP General Contractor, or another designated vendor. An order form will be included in the online Exhibitor Service Kit. **NOTE:** Hanging signs

are not permitted for island booths located in the lower ceiling at the front of Halls E/F.

## **Floor Covering and Carpet**

Booth floor covering is mandatory and is the responsibility of the exhibiting company. Floor covering, or carpet may either be supplied by the Exhibitor or ordered from the general service contractor. A carpet order form will be provided in the Exhibitor Service Manual. All exhibit booths without appropriate floor covering shall, at ASHP's discretion, be carpeted and/or corrected at the Exhibitor's expense. All aisle carpet will be provided by ASHP.

## **Policy on Ancillary Opportunities: Exhibits, Advertising and Non-Accredited Events**

1. Under the conditions listed below, ASHP offers marketing opportunities to ineligible companies and provides non-accredited educational experiences associated with the its accredited education activities.
2. ASHP ensures that accredited education is separate from marketing by ineligible companies—including advertising, sales, exhibits, and promotion—and from non-accredited education offered in conjunction with accredited continuing education in compliance with Standard 5 of the ACCME's Standards for Integrity and Independence.
3. Arrangements to allow ineligible companies to market or exhibit in association with ASHP accredited education must not:
  - a. Influence any decisions related to the planning, delivery, and evaluation of the education.
  - b. Interfere with the presentation of the education.
  - c. Be a condition of the provision of financial or in-kind support from ineligible companies for the education.
4. ASHP ensures that learners can easily distinguish between accredited education and other experiences:
  - a. Live continuing education activities: Marketing, exhibits, and non-accredited education developed by or with influence from an ineligible company or with planners or faculty with unmitigated financial relationships must not occur in the educational space within 30 minutes before or after an accredited education activity. Experiences

that are associated with the activity but are not accredited for continuing education must be clearly labeled and communicated as such.

- b. Print, online, or digital continuing education activities: Learners must not be presented with marketing while engaged in the accredited education activity. Learners must be able to engage with the accredited education without having to click through, watch, listen to, or be presented with product promotion or product-specific advertisement.
  - c. Educational materials that are part of accredited education (such as slides, abstracts, handouts, evaluation mechanisms, or disclosure information) must not contain any marketing produced by or for an ineligible company, including corporate or product logos, trade names, or product group messages.
  - d. Information distributed about accredited education that does not include educational content, such as schedules and logistical information, may include marketing by or for an ineligible company.
5. Ineligible companies may not provide access to, or distribute, ASHP accredited education to learners.
  6. All ineligible companies intending to exhibit or advertise in association with an ASHP accredited activity must agree to comply with ASHP's policies and procedures, which will be made part of the exhibit or advertising prospectus and agreement.
  7. Arrangements for commercial exhibits or advertisements cannot influence planning or interfere with the presentation, nor can they be a condition of the provision of commercial support for CME activities.
  8. Exhibit, Promotional, Marketing, and Advertising opportunities will be offered separately from requests for commercial support.
  9. Exhibit, Promotional, Marketing, and Advertising income will be accounted for separately from commercial support income.
  10. Ineligible companies purchasing Exhibit, Promotional, Marketing, and Advertising opportunities will be recognized and acknowledged separately from commercial supporters that provide grants or in-kind support.

Updated August 29, 2024