

**Pennsylvania's 32<sup>nd</sup> Annual  
Emergency Medical Services Conference**

**August 11 -15, 2009**

**Exhibitor  
Terms and Conditions**

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**TERMS AND CONDITIONS**

The undersigned agrees to these terms and conditions as stated in this EXHIBITOR CONTRACT at Pennsylvania's 32<sup>nd</sup> Annual Emergency Medical Services Conference, co-sponsored by the Pennsylvania Emergency Health Services Council and Pennsylvania Department of Health, to be held Tuesday, August 11<sup>th</sup> through Saturday, August 15<sup>th</sup>, 2009 at the Holiday Inn Harrisburg/Hershey in Grantville, Pennsylvania.

**PART I - EXHIBIT PACKAGE**

**Type of Exhibit**

**Platinum Sponsor - \$3,500 –**

- Centrally located in the hotel lobby near the conference registration area, which offers maximum exposure to the attendees
- Full page ad in the conference program (need copy by 3/1/09)
- Private meeting space for one hour each day for product demonstration
- Listed in brochure as a Platinum Sponsor
- Ability to provide up to three (3) pages of material for inclusion in the participant packets
- Up to two (2) – 8 ft. topped and skirted tables
- 16' X 10' Space (approximate size)
- Exhibitor identification sign
- Preferred choice on location will be honored, if possible.

- Four (4) Conference Registrations with full access (includes continuing education) and Two (2) additional Representatives with basic access (exhibit hall, breaks and lunch)
- Sign at the Conference for recognition
- Logo included as a sponsor on all electronic communication from PEHSC regarding the conference
- Attendee list after the conference (attendees names listed with their approval)
- **Included in this level of sponsorship is sponsorship of a State EMS Award at the EMS Awards Luncheon, which includes:**
  - Listed in Conference brochure as a sponsor of this annual event (if received by 3/1/09)
  - Listed in the banquet program as the sponsor of award
  - Recognition during awards ceremony
  - Ability to select from list of award category and the ability to present a corporate award (if desired) following the ceremony (with photo opportunities).
  - Includes conference registration, hotel room, award, 2 banquet tickets for award winner and 2 banquet tickets for sponsor
  - Photo with award winner, PEHSC Executive Director and DOH Representatives

#### **Premium Gold Sponsor - \$ 1,500**

- Located in identified **prime locations** the Grande Hallway, in the heart of attendee traffic flow, which offers excellent exposure to participants throughout the day.
- Half page ad in the conference program (need copy by 3/1/09)
- Listed in brochure as a Premium Gold Sponsor
- Ability to provide material for inclusion in the participant packets (one page limit)
- One (1)– 8 ft. topped and skirted tables
- 8' X 8' Space (approximate size)
- Exhibitor identification sign
- Three (3) Conference Registrations with full access (includes continuing education)
- Sign at the Conference for recognition
- Logo included as a sponsor on all electronic communication from PEHSC regarding the conference
- Private meeting space for one hour during the course of the conference for product demonstration
- Attendee list after the conference (attendees names listed with their approval)
- **Included in this sponsorship level is sponsorship of a table at the EMS Awards Luncheon, which includes:**
  - Listed in Conference brochure as a sponsor (if received by 3/1/09)
  - Listed in the banquet program as a sponsor
  - Table sponsor has the option to pick the table (generally grouped by award winner or like awards)
  - Sign on table for recognition as sponsor

#### **Gold Sponsor - \$ 1,000**

- Located in the Grande Hallway, in the heart of attendee traffic flow, which offers excellent exposure to participants throughout the day.
- Half page ad in the conference program (need copy by 3/1/09)
- Listed in brochure as a Gold Sponsor
- Ability to provide material for inclusion in the participant packets (one page limit)
- One (1)– 8 ft. topped and skirted tables
- 8' X 8' Space (approximate size)
- Exhibitor identification sign
- Three (3) Conference Registrations with full access (includes continuing education)
- Sign at the Conference for recognition
- Logo included as a sponsor on all electronic communication from PEHSC regarding the conference
- Private meeting space for one hour during the course of the conference for product demonstration
- Attendee list after the conference (attendees names listed with their approval)

#### **Silver Sponsor - \$750**

- Listed in brochure as a Silver sponsor
- One (1) – 8 ft. topped and skirted tables
- 8' X 8' Space (approximate size) with space surrounding the booth to interact with attendees
- Exhibitor identification sign
- Two (2) Conference Registrations with full access (additional fees apply to additional representatives)
- Sign at the conference for recognition

- Morning and Afternoon break item located in the vendor area
- Attendee list after the conference (attendees names listed with their approval)

**Silver Sponsor (Outside Space) - \$750**

- Listed in brochure as a Silver sponsor
- One (1) – 8 ft. topped and skirted table available if requested located conveniently near the outside exhibit area
- 30'x15' (approximate size) outdoor space located adjacent to the hotel with easy access in-and-out of the building
- Two (2) Conference Registrations with full access (additional fees apply to additional representatives)
- Sign at the conference for recognition
- Attendee list after the conference (attendees names listed with their approval)

**If additional services are required; i.e., electrical power, computer/phone lines, and additional furniture, a special service packet will be distributed upon receipt of your signed exhibitor contract for your use to order these services.**

**Payment must accompany contract to reserve space.**

Please pay by VISA, MasterCard or check payable to PEHSC. Returned checks are subject to a \$25.00 service charge.

All cancellations must be made in writing and sent to the Pennsylvania Emergency Health Services Council. Cancellations postmarked prior to July 1, 2009, will be eligible for a 100% refund. Any cancellations postmarked after July 1, 2009, will not be eligible for a refund. Please no e-mails or phone calls.

**PART II – SPONSORSHIP OPPORTUNITIES**

**Golf Tournament Sponsor - \$350**

- Listed in Conference brochure as a sponsor (if received by 3/1/09)
- 2 Golfers (two additional golfers may be added for an additional \$130 sponsorship)
- Sponsor of Hole
- Signage of sponsorship during event

**PART III - SET-UP**

Nothing may be affixed, nailed or otherwise attached to walls, floors, doors, ceiling, etc. in such a manner as to deface or destroy said property. All space is leased and subject to these restrictions. Violations of these rules will void the Exhibitor's contract and the Exhibitor will be held liable for any damages from such violations. The Exhibitor is entirely responsible for the booth allotted to Exhibitor and agrees to indemnify the PEHSC, as provided in Part X, for any damage to the floor, walls, or equipment used in connection with the space allotted to the Exhibitor, except reasonable wear and tear. Payment of any damages described in this Part III shall be made directly to the Holiday Inn Harrisburg/Hershey in Grantville, PA.

Booth materials such as tables, chairs, drapes, etc. are the property of the Holiday Inn Harrisburg/Hershey, unauthorized use, damage, and/or theft of said materials may result in legal action and immediate dismissal without refund from the conference.

In order to allow for an unobstructed view of all exhibits, exhibitors will not be permitted to extend the height of back drops, side curtains, or extend exhibits into aisles. The erection, assembly, dismantling, packing, and unpacking of displays must either be done by employees or representatives of the Exhibitor. Exhibitors are directly responsible for assembling any necessary display equipment or placing any materials out for display.

<b>Set-up Date</b>	<b>Set-up Time</b>
Wednesday, August 12, 2009	11:00 am – 4:00 pm
<b>Removal Date</b>	<b>Removal Time</b>
Friday, August 14, 2009	After 6:00 pm

**ALL EXHIBITS MUST BE AVAILABLE FOR INSPECTION BY WEDNESDAY AT 4:00 PM.**

Exhibitors will be required to remove all packing cases and debris of any kind from the exhibit space prior to the time of opening and to keep all supplies and stock off the aisle. All aisle space belongs to PEHSC and all activities of the Exhibitor must be confined to the space and privilege allotted to the Exhibitor.

If you must send materials (postage paid) to the Holiday Inn Harrisburg/Hershey prior to the conference, please contact PEHSC for instructions. Please note that the Holiday Inn Harrisburg/Hershey will only accept shipment of materials 48 hours or less in advance of the conference.

#### **PART IV - DISPLAY HOURS**

Wednesday, August 12 2009	4:00pm – 6:00pm (light dinner reception)
Thursday, August 13, 2009	9:30 am – 11:00 am and 12:00 pm – 6:00 pm
Friday, August 14, 2009	9:30 am – 11:00 am and 12:00 pm – 6:00 pm

**REMOVAL OF EXHIBITS PRIOR TO THE ESTABLISHED DATES AND TIMES WITHOUT PERMISSION WILL BE SUBJECT TO A \$250 BREACH OF CONTRACT CHARGE, NO EXCEPTIONS.**

#### **PART V - REMOVAL**

Each and every article of exhibition and all boxes, crates, packing material, and debris of whatever nature used in connection with the exhibit must be removed from the premises no later than 10:00 pm on Friday, August 14, 2009. It is agreed that in the event of the Exhibitor's failure to vacate said premises as here provided, unless permission in writing is first obtained, PEHSC representatives may and are hereby authorized and made the agent of the Exhibitor to remove the exhibit and all material of whatever nature, at the Exhibitor's risk and expense, and the Exhibitor shall reimburse PEHSC for expenses thus incurred.

<u>Removal Date</u>	<u>Removal Time</u>
Friday, August 14, 2009	After 6:00 p.m.

**REMOVAL OF EXHIBITS PRIOR TO THE ESTABLISHED DATES AND TIMES WITHOUT PERMISSION WILL BE SUBJECT TO A \$250 BREACH OF CONTRACT CHARGE, NO EXCEPTIONS.**

Arrangements to ship booth materials must be made with Holiday Inn Harrisburg/Hershey prior to the Exhibitor's departure.

#### **PART VI - ALLOCATION OF SPACE**

The PEHSC reserves the absolute right to assign all exhibits after receipt of payment in full and signed application for contract (Part I) so as to best meet the needs of all the exhibitors. Priority in the assignment of space will be according to:

1. Type of exhibit space
2. Vendors offering an operations-related product or service for ambulance services or providers;
3. Educational entities offering a training package or program;
4. Vendors offering other services/products

Additional factors considered in assignment of space include: need for special requirements. Within each category, space is assigned in the order in which the completed application form and payment are received. After space has been assigned, there will not be any change in location.

#### **PART VII - EXHIBIT SECURITY**

Exhibitors will be responsible, at all times, for their merchandise. Exhibit area will be located in a public area in the hotel, however, a room will be available for exhibitors to store their merchandise and equipment overnight.

#### **PART VIII - ATMOSPHERE**

Any exhibit, or part of exhibit, or any exhibitor or employee which, or who, in the opinion of PEHSC management, is not keeping with the character of the exhibition is prohibited. This reservation covers persons; things; conduct; signs; printed matter; souvenirs; catalogues; noisy exhibits; odor producing exhibits; exhibits displaying bad, lewd, immoral taste, or of questionable nature, or demoralizing tendency, and all matters which affect the character or constitution of the conference. Exhibitors are urged to request a representative from the PEHSC in advance for approval of any item that may contain questionable features or violate any provision of this Part VII.

**THE RIGHT IS RESERVED BY AND IS EXPRESSLY GRANTED TO PEHSC REPRESENTATIVES TO REMOVE FROM ANY EXHIBITION SPACE AND FROM THE BUILDING, WITH OR WITHOUT NOTICE, ANY ARTICLE OR PERSON OR EXHIBITOR WHICH, OR WHO, IN ITS OPINION IS NOT IN KEEPING WITH THE CHARACTER OF THE EXHIBITION OR IS AN INFRACTION OF ANY PROVISION OF THIS CONTRACT.**

Loud noises such as sirens, bells, horns, radios, pagers, and other disruptions will not be permitted in order to maintain a quiet, relaxed, and business-like atmosphere. However, noises resulting from the normal and reasonable demonstration of products are acceptable. **SMOKING IS NOT PERMITTED DURING ANY CONFERENCE FUNCTIONS OR WITHIN THE CONFINES OF THE CONFERENCE CENTER.**

## **PART IX - LIABILITY**

It is specifically promised, understood, and agreed between the parties that the PEHSC will not be liable in any way to the Exhibitor for injury or damage by any cause whatsoever, including an Act of God, fire, theft, national or state emergency. It is further agreed that the Exhibitor agrees to carry worker's compensation for all exhibitor's employees, if necessary by statute, and further agrees to accept all liability for any injury sustained by the public in the booth leased by the Exhibitor and further agrees to indemnify the PEHSC from any actions or claims, causes of actions and suits resulting from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares, or merchandise, caused by, arising out of or in any way connected with the exercise by Exhibitor of the privileges here granted. Insurance, if desired by the Exhibitor, must be obtained at its own cost and expense.

**IF APPLICABLE, EXHIBITORS MUST BE LICENSED TO SELL THEIR PRODUCTS WITHIN THE GUIDELINES ESTABLISHED BY THE COMMONWEALTH OF PENNSYLVANIA.**

## **PART X - RULES AND REGULATIONS**

The Exhibitor agrees that PEHSC representatives shall have the right to make such rules and regulations, or changes in floor plans, arrangement of booths, etc. as necessary. PEHSC representatives shall have final determination and enforcement of rules, regulations, and conditions. **VENDORS ARE NOT ALLOWED TO HAVE FOOD AND/OR DRINK ITEMS AT THEIR BOOTH UNLESS AGREED UPON BY PEHSC BEFORE AUGUST 1, 2009.**

## **PART XI - PROMOTIONAL PHOTOGRAPHY**

PEHSC reserves the right to take and use any pictures, video, or recordings of any part or whole exhibit and staff as promotional material for future events.

## **PART XII - ASSIGNMENT/TRANSFER**

It is mutually agreed that this contract or the privileges granted here, or any part of this contract cannot be assigned, sublet or otherwise disposed of, without the written consent of the PEHSC.

## **PART XIII - VARIANCES**

It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties, and that verbal understandings or agreements not incorporated here and no alterations or variations of the terms of this agreement, unless made in writing and signed by the parties, shall be binding on any of the parties.

## **PART XIV - VIOLATIONS**

The violation of any part of the terms and agreements hereof shall, at the election of the PEHSC, cause the whole amount of the cost of the contract to become due and work a revocation and forfeiture of all rights and privileges herein granted to the Exhibitor, and in the event of such breach by the Exhibitor and such election by PEHSC, and all due paid or contracted to be paid under this contract shall become the property of PEHSC as liquidated damages for such breach. In addition, PEHSC shall have the right to pursue any action with regard to its legal rights.

Failure of the PEHSC to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of such terms of the contract.

## **PART XV - GOVERNING LAWS**

The privilege here granted shall be conducted and privileges exercised in strict conformity with all the applicable federal, state, and local laws now existing or as the same may be amended from time to time; and without infringement upon the rights and privileges of others. Exhibitors will not handle or sell any commodity or transact any business upon and within the premises except that which is here expressly stipulated and contracted. Exhibits shall be conducted and the privileges exercised in strict conformity with the rules and regulations governing the PEHSC annual conference, now existing or as the same may be amended from time to time. This contract permits the use of exhibit space for exhibit purposes only.

## **PART XVI - EQUAL EMPLOYMENT OPPORTUNITY**

The Pennsylvania Emergency Health Services Council maintains a strong policy of equal employment opportunity for all employees and applicants for employment. We hire, train, promote, and compensate employees on the basis of personal competence and potential for advancement without regard for race, color, religion, ancestry, sex, sexual orientation, national origin, age, marital status, disability or citizenship, as well as other classifications protected by applicable state or local laws.

Our equal employment opportunity philosophy applies to all aspects of employment and contractual agreements with the Pennsylvania Emergency Health Services Council.