

EXHIBITOR AGREEMENT

TERMS AND CONDITIONS

This Agreement is by and between EMS Educational Conferences and the undersigned (hereinafter called “the Exhibitor”) for exhibit space at Priority 1 EMS Conference (hereinafter called “the Conference”) organized by EMS Educational Conferences (the “Organizer”), which will be held at:

Holiday Inn St Louis SW – Route 66 Hotel
Saint Louis, MO
September 8 and 9, 2022

The Exhibitor agrees to provide an Exhibit Fee to the Organizer in the amount of

\$500.00

This Agreement shall not be effective until the Exhibit Fee has been paid in full and accepted by the Organizer and the Exhibitor has agreed to the following terms and conditions by signing below:

1. This is an indoor, ceiling height venue. Smoking is not permitted in the Exhibitor space or during conference sessions. Each exhibitor booth will consist of:
 - An exhibitor space assigned by the Organizers.
 - Either a 6’ or 8’ table, depending on what is available.
 - 2 chairs.
 - Wireless Internet.
 - 10-amp power service and power strip.

Additional space may be provided if requested and available. If required, the Exhibitor is responsible for arranging for all AV needs with the Holiday Inn St Louis SW – Route 66 Hotel. The Exhibitor is responsible for any additional costs that this may incur. Exhibitor is solely responsible for any signs, decorations, or arrangements of merchandise.

2. The Organizer reserves the right to assign Exhibitor space only after the receipt of a signed and completed application and payment in full. The Organizer reserves the right to decline or prohibit any exhibit or exhibitor from appearing at the Conference. This reservation covers persons, things, conduct, printed matter, advertisements, souvenirs and emblems, and all else which affects the conference. Noisy exhibits, odor producing exhibits, exhibits displaying bad, lewd, immoral taste, of questionable nature, or demoralizing tendency are expressly prohibited.
3. Exhibitors, or their representatives, will be attired in a businesslike and professional manner. Every exhibit shall be prepared in a neat and orderly style and must be kept clean by the Exhibitor during the entire show. All Exhibits, including but not limited to signs, decorations, and arrangements of merchandise, are subject to rules or polices established by the Hotel governing the specific area in which the Exhibitor will be located.
4. The Exhibitor may not share their booth with any other business in any way, which includes distributing information, product literature, business cards, or display of products.
5. The Exhibitor may not sell any merchandise at their exhibition booth at any point during the exhibition. However, the Exhibitor may conduct a raffle or drawing.

6. Exhibitors will be responsible, at all times, for their merchandise. The Organizer will not be liable for theft or loss of any exhibit items, merchandise and wares, or any personal property of exhibitor or its employees or agents at any time.
7. Exhibitor shall register at the conference registration desk upon arrival and prior to set-up of exhibits. Exhibitor will at this time be provided with their exhibition area location and identification tags. Exhibitors must wear the ID tags at all times while in the exhibition area. Exhibitors may have refreshments during breaks as provided to the attendees.
8. Priority 1 EMS Conference educational activities are for scientific and educational purposes only and will not promote the supporter's product, directly or indirectly.
9. Organizer is responsible for control of content and selection of presenters and moderators.
10. Organizer will ensure meaningful disclosure to the audience, at the time of the program, of (a) Exhibitor funding and (b) any relationship between the program committee, individual speakers, or moderators and the Exhibitor.
11. There will be no "scripting", emphasis, or direction of content or policy of the Sponsor by the Exhibitor or its agents.
12. No promotional activities will be permitted in the same room or obligate path to the educational activity. No product advertisements will be permitted in the activity room.
13. Tuition fees, honoraria, or travel expenses for registrants or Exhibitors will not be paid directly or indirectly by Exhibitor.
14. Organizer will make every effort to ensure that data regarding the Exhibitor's products (or competing products) are objectively selected and presented. Organizer will ensure, to the extent possible, meaningful disclosure of limitations on data, e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion.
15. Educational grants and Exhibitor displays should be separate transactions.
16. The Exhibitor agrees to abide by all requirements of the ACCME *Standards for Commercial Support of Continuing Medical Education* even though this educational Activity is **not CME accredited**.
17. Organizers agrees to abide by the ACCME *Standards for Commercial Support of Continuing Medical Education* and to acknowledge the Exhibitor in seminar brochures, syllabi, or other activity materials with respect to the exhibit.
18. This Agreement constitutes the entire agreement between the parties with respect to the subject matter addressed herein and supersedes all prior oral or written agreements.
19. This Agreement may not be assigned by the Exhibitor party without the written consent of the Organizer.
20. This Agreement shall be interpreted and enforced in accordance with the laws of Missouri without regard to the conflict of laws provisions thereof. Should a conflict arise due to this agreement, the venue for any legal action would be in Saint Louis County, Missouri.
21. The Organizer reserves the right to take and use any pictures, video or recording of any part or whole exhibit and staff as promotional material for future events.
22. The Organizer reserves the right to remove from the building, with or without notice, any article, person, or exhibitor which, or whom, in its opinion is in violation of the terms of this agreement. Exhibitor will not receive a refund if removed according to this provision.

SET-UP, REMOVAL, AND DISPLAY HOURS

1. The Exhibitor, their employees, and representatives are responsible for assembling, dismantling, packing, unpacking, and placement of any materials for their display. Arrangements to ship booth materials or other items for the Exhibitor display must be made with Holiday Inn St Louis SW - Route 66 Hotel prior to the Exhibitor's arrival or departure. Exhibitors are solely responsible for all costs associated with shipping, applicable off loading, and storage fees.
2. Nothing may be affixed, nailed or otherwise attached to walls, floors, ceiling, doors, etc., in such a manner as to harm, deface, or destroy said property. Exhibitor will be exclusively liable for any damages such violations may cause. Payment of any damages may be made by the Exhibitor directly to Holiday Inn St Louis SW - Route 66 Hotel.
3. Set-up of displays in the exhibitor area will be from 7:00 to 8:00 a.m. daily. All boxes, crates, and packing materials used in connection with the exhibit must be removed from the area by no later than 7:45 a.m. each day. Conference sessions will begin at 8:00 a.m. on each day.
4. Take down begins at 3:45 p.m. on September 9th, 2022. Each and every article of exhibition must be removed from the premises by no later than 5:00 p.m., September 9th, 2022, unless permission in writing is first obtained from the Organizers and Holiday Inn St Louis SW - Route 66 Hotel.
5. Exhibitor is allowed up to four (4) persons working at a booth at any one time. Display hours, while available the entire course of the conference, are at the discretion of the Exhibitor.

ACCEPTANCE, CANCELLATION, AND REFUND

Once Exhibitor has signed and returned the Exhibitor Agreement unmodified and the Organizer has received the Exhibit Fee in full, then the Agreement will be deemed accepted by the Organizers. At this point, a Full Refund of the Exhibit Fee will be provided only if the Organizer cancels the event.

If the Exhibitor wishes to withdraw from the Conference after paying the Exhibit Fee, then they must notify the Organizer in writing. If the Organizer receives notification of the cancellation before August 26th, 2022, the Exhibitor will receive a half refund of the Exhibit Fee (\$250.00). After August 26th, 2022, the Exhibit Fee will not be refunded for any reason, including, but not limited to, denial of approval for the exhibit, removal for violation of this Agreement, arriving late to the Conference, or leaving early from the Conference.

WAIVER OF LIABILITY AND INDEMNITY RELATED TO COVID-19

Priority 1 EMS Conference has taken enhanced health and safety measures—for you, other attendees, exhibitors, and staff. You must follow all posted instructions while visiting Priority 1 EMS Conference events and activities. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. I acknowledge that participation in Priority 1 EMS Conference events and activities brings some risk and I do hereby assume responsibility for my own well-being. I will follow all Centers for Disease Control and Prevention (CDC) guidance, and all posted instructions while visiting Priority 1 EMS Conference events and activities. I understand, agree and hereby consent that my failure or disregard to follow all protocols in effect and required by Priority 1 EMS Conference, CDC, the venue provider and governing authorities during my attendance at Priority 1 EMS Conference is hereby sufficient grounds to be excluded from attending the event by Priority 1 EMS Conference or an event authority, and I hereby

consent in advance to leave and exit the event, without protest or refund, upon request by Priority 1 EMS Conference or an event authority due to my refusal to follow said protocols.

ASSUMPTION OF RISK

I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to attend Priority 1 EMS conference and enter into the conference premises. The conference is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to attend in person.

WAIVER, RELEASE, AND INDEMNIFICATION

As a condition of my participation in this meeting or event, I, do hereby expressly waive any rights against and release and hold harmless EMS Educational Conferences and any of its officers, employees, affiliates, contractors, agents, heirs, legal successors, and assigns (collectively "Organizers") from and against any and all claims, suits, demands, losses, damages, expenses, or liability of whatever kind or nature (collectively "liability"), under any theory of law or equity, that may arise during or as a result of my presence at the premises, including but not limited to any such liability related to or arising out of illness, injury, or death associated with infection of COVID-19 or complications, symptoms, or other effects resulting from contracting COVID-19. I shall defend, indemnify, and hold harmless Organizer and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Activities.

I UNDERSTAND, AND IT IS MY EXPRESS INTENT, THAT THIS RELEASE AND WAIVER OF LIABILITY RELEASES PRIORITY 1 EMS CONFERENCE AND ITS ORGANIZERS FROM SUCH LIABILITY EVEN IF SUCH LIABILITY RESULTS FROM OR IS CAUSED BY THE SOLE OR CONTRIBUTORY OR ACTIVE OR PASSIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF PRIORITY 1 EMS CONFERENCE, ITS ORGANIZERS, OR ANY THIRD PARTY. I ALSO UNDERSTAND AND AGREE THAT PRIORITY 1 EMS CONFERENCE AND ITS ORGANIZERS DO NOT ASSUME ANY RESPONSIBILITY OR OBLIGATION TO PROVIDE FINANCIAL OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY ASSISTANCE IN THE EVENT OF INJURY OR ILLNESS. IN THE EVENT THAT I OR MY FAMILY MEMBER IS INJURED, BECOMES ILL, OR SUFFERS COMPLICATIONS DUE TO COVID-19, ALLEGEDLY AS A RESULT OF MY PARTICIPATION IN A PRIORITY 1 EMS CONFERENCE EVENT, I AGREE TO RELEASE AND HOLD HARMLESS PRIORITY 1 EMS CONFERENCE AND ITS ORGANIZERS IN THE SAME MANNER AND TO THE SAME EXTENT AS SET FORTH ABOVE.

BY COMPLETING THE REGISTRATION FOR THIS EVENT, I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE. AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

WAIVER OF LIABILITY AND INDEMNIFICATION

It is specifically promised, understood, and agreed upon between the parties that the Organizer 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, or national or state emergency. It is further agreed that the Exhibitor agrees to carry workers compensation for all Exhibitor's employees, if necessary, by statute.

Exhibitor agrees to accept all liability for any injury or death sustained by its employees or agents, the public, or any third party caused by, arising out of or in any way connected with the exercise by Exhibitor of the privileges here granted.

Exhibitor agrees to indemnify and hold harmless the Organizer from any actions or claims, causes of actions, or suits resulting from any injury, loss or damage, 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.

EXHIBITOR INFORMATION AND SIGNATURE

Please Print or Type:

Company Name

Mailing Address

City

State

Zip

Telephone

Fax

Email Address

Website

Description of Exhibitor Service or Product:

I have read the entire Agreement, including the Terms and Conditions, and agree to abide to its contents. By signing this Agreement, I warrant that I have the right and authority to bind the above company to the Agreement:

Representative - Please Print

Title

Signature

Date

Make all checks payable to:

**EMS Educational Conferences
c/o Mercy Hospital South
Attn: Brian Schmelig, ED Admin Office
10010 Kennerly Road
St. Louis, MO 63128**

Mail completed agreement to:

**Trevor Wolfe
c/o Mercy Hospital STL BO-11
615 New Ballas Road
St. Louis, MO 63141**