



**POMA District VIII 32nd Annual Educational Winter Seminar  
Tabletop Display Contract  
January 31-February 3, 2019 • Nemacolin Woodlands, Farmington, PA**

**Tabletop Display Information & Rates:**

Tabletop displays include one 6-foot table, two exhibit staff registrations, two chairs and a wastebasket. Exhibit companies agree to accept exhibit space placement as determined by the Exhibit Chairman. Exhibit companies agree to abide by the terms and conditions as outlined in the exhibitor letter, which accompanies this contract. A maximum of four exhibit staff members are permitted in the exhibit space at one time. Additional exhibit staff registrations are available at a cost of \$125 per person.

The POMA District VIII Exhibit Hall will be open:

- Thursday, January 31..... 2:00 - 6:00 pm
- Friday, February 1..... 8:00 am - 4:00 pm
- Saturday, February 2..... 8:00 am - 4:00 pm

Exhibit personnel may set up their tabletop displays on Thursday, January 31 between 10:00 am - 2:00 pm. Teardown can begin after 4:00 pm on Saturday, February 2. Early breakdown of displays is strictly prohibited.

The fee for one tabletop display is \$1,050. Exhibit space is confirmed with a completed contract and full payment.

**Exhibitor Registration Information:**

Company Name \_\_\_\_\_

Primary Contact Name \_\_\_\_\_

Office Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell Phone Number ( \_\_\_\_\_ ) \_\_\_\_\_ E-mail Address \_\_\_\_\_

Products or services to be exhibited: \_\_\_\_\_

We wish to be in close proximity to the following companies: \_\_\_\_\_

We do not wish to be in close proximity to the following companies:

Names of Two On-Site Exhibit Staff Representatives (included with exhibit registration)

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Names of Additional Exhibit Staff Representatives (additional representatives at \$125 per person)

**Method of Payment:**

I would like to pay by:

- Check made payable to "POMA"
- Visa     Mastercard     American Express     Discover

Billing name if different than above: \_\_\_\_\_

No.: \_\_\_\_\_ Exp.: \_\_\_\_\_ CVV: \_\_\_\_\_

Billing address if different than above: \_\_\_\_\_

Number of Tabletop Displays at \$1,050 Each: \_\_\_\_\_

Number of Additional Exhibit Staff Representatives at \$125 Each: \_\_\_\_\_

**TOTAL AMOUNT DUE:** \_\_\_\_\_

<b>For POMA Office Use Only</b>	
Check # _____	Amount _____

**PLEASE RETURN TO:**

Pennsylvania Osteopathic Medical Association District VIII c/o District Program Manager  
1330 Eisenhower Boulevard, Harrisburg, PA 17111-2395

Telephone – (717) 939-9318, ext. 180

Fax – (717) 939-7255

E-mail: jleeper@poma.org

## EXHIBITION TERMS AND CONDITIONS

1. APPROVED EXHIBITORS – Only Exhibitors that have contracted with the Pennsylvania Osteopathic Medical Association ("POMA") for the specific event identified on side one of this document will be permitted to display or to demonstrate its products, processes, or services at the Program.

2. DEFINITIONS – As used herein: The "Contract" means the Tabletop Display Contract including the exhibit space application form, the terms and conditions contained herein, the Exhibition Rules and Regulations and the provisions incorporated in the initial payment invoice. "Exhibitor" means any person or company exhibiting in the Program, its representatives, agents, employees and contractors at the Program. The "Rules" means all provisions contained herein, the Exhibition Rules and Regulations and the payment terms stated on the initial invoice. The "Program" means the event described on side one of this document. The "Venue" means the facility where the Program will be held.

3. RESTRICTIONS - POMA may, at its sole discretion, prohibit, restrict and/or evict exhibits which are, in the opinion of POMA, objectionable for any reason including, but not limited to, danger, noise, vibration, glaring or flashing lights, safety and method of operation, objects on display and/or method of display. POMA may also prohibit, restrict, and/or evict any exhibit which may detract from the general character of the Program or which violates any term of this Contract. POMA may further restrict, prohibit and/or evict any exhibit with objectionable persons, things, conduct, printed matter or anything else POMA judges to be objectionable including, but not limited to: balloons, peanuts, popcorn, coffee, or anything taken beyond the confines of Exhibitor's assigned space. In the event of such prohibition, restriction, or eviction, POMA shall not be liable for any refunds of rental or other expenses. If Exhibitor fails to comply in any respect with the terms and conditions of this Contract, including the Exhibition Rules and Regulations, POMA shall have the right, without notice to Exhibitor, to rent or offer for rent Exhibitor's space, or to use such space in any other manner. Exhibitor shall remain liable for the full amount specified by this Contract.

4. ASSIGNMENT OF SPACE – POMA reserves the right to assign space, to rearrange the floor plan and/or to relocate any exhibit to further the best interest of the Program. The POMA Exhibit Chair extensively reviews the room layout and attempts to be fair with rotations and table assignments. POMA will assign space guided by Exhibitors' priorities, by the exhibit's requirements and by the choice of locations.

5. RENTAL OF SPACE – Rented space includes a 6-foot skirted table with two chairs and a waste basket. Any and all other equipment or materials, including electricity required by Exhibitor must be provided by Exhibitor at Exhibitor's own expense.

6. PAYMENT AND CANCELLATION BY EXHIBITOR - Make all checks payable to "Pennsylvania Osteopathic Medical Association." Exhibit space payments shall be made according to the schedule set forth in the initial invoice sent by POMA. POMA reserves the right, in its sole discretion, to reassign or cancel contracted exhibit space if Exhibitor fails to adhere to the payment schedule set forth in the initial invoice. 100% forfeiture will be assessed on rental fees or deposits that were made prior to the reassignment or cancellation. In order to cover work and service performed and as payment of liquidated damages, Exhibitor agrees that if it cancels its exhibit space hereunder, it shall pay a percentage of the total invoice as follows: Cancellation Charge Date of Cancellation/Reduction 50% of total space rental more than 120 in advance of the Program, 100% of total space rental 120 days or less in advance of the Program. If Exhibitor fails to cancel but does not use its assigned space, POMA shall have the right to use Exhibitor's space as POMA determines in its sole discretion, including selling the space to another exhibitor, without any rebate or allowance to Exhibitor. POMA will not be responsible for having included the name of Exhibitor or descriptions of Exhibitor's products in the Program materials, brochures, news releases or other materials. If, at any time, an Exhibitor determines not to use some or all of the space contracted, Exhibitors shall give prompt written notice to POMA of the change in plans, so that POMA may reallocate the unused space pursuant to the Rules.

8. USE OF EXHIBIT SPACE – Exhibitor shall not assign, sublet, or share any part of the space.

9. USE OF COMMON/PUBLIC SPACE – No demonstration, promotion, or advertising shall be permitted outside of Exhibitor's assigned exhibit space. Exhibitor shall not distribute any materials, including but not limited to, samples, souvenirs, or advertising materials outside of the Exhibitor's contracted exhibit space. No Exhibitor shall, in any other way, occupy or use the facilities for any purpose inconsistent with this Contract.

10. LOSS, THEFT OR DAMAGE – POMA does not provide security and shall not be liable or responsible for any loss, theft or damage to the property of Exhibitor, its employees or representatives. Further, POMA will not be liable for damage or injury to persons or property during the term of this Contract, from any cause whatsoever, by reason of the use or occupancy of the exhibit space by Exhibitor, its employees, representatives or assigns. Exhibitor acknowledges that certain activities at the Program, especially during set-up and tear-down of the show, can be dangerous, and Exhibitor, on behalf of itself

and each member of its exhibit staff, assumes such risk and waives any liability on the part of POMA and assumes all liability for such risk. If Exhibitor's materials fail to arrive, or if for causes beyond its control, Exhibitor is prevented from using its space, Exhibitor is nevertheless responsible for its space rental. Exhibitor shall carry special insurance to protect all exhibit materials against damage, theft or other loss, and liability insurance against injury to persons and the property of others, including, but not limited to, POMA.

11. COMPLIANCE WITH LAWS - Exhibitor assumes all responsibility for compliance with all pertinent laws, ordinances, regulations and codes of duly authorized local, state and federal governing bodies including, but not limited to, fire, safety, environmental and health laws, regulations, ordinances or codes, together with the rules and regulations of POMA and the operators and/or owners of the property wherein the Show is held.

12. THE AMERICANS WITH DISABILITIES ACT (ADA) - Exhibitor is required to comply with all provisions of the ADA, including, without limitation, arranging Exhibitor's exhibit so as to be accessible to all persons covered by the ADA.

13. POMA shall have the right, but not the obligation, to resolve disputes or disagreements between Exhibitor(s), or between Exhibitor(s). In the event of such dispute, any action or decision by POMA intended to resolve the dispute shall be binding on the Exhibitor(s).

14. COPYRIGHTS, LICENSED AND PATENTED MATERIAL – Exhibitor assumes all responsibility for the use of any and all copyrighted, licensed, or patented materials including, but not limited to, music, video, or printed matter which may be protected under the laws of the United States of America. Exhibitor is solely responsible for securing any and all appropriate rights to use such materials and for the payment of any and all royalties, license fees or other amounts associated with the use of such materials.

15. ADVERTISING AND PROMOTION – POMA reserves the right to use Exhibitor's name in any advertising, videography, promotion or marketing associated with the exhibition. POMA does not, however, guarantee Exhibitor inclusion in such materials.

16. RIGHT TO CHANGE LOCATION, DATES, AND/OR RULES – POMA retains the right to change the Exhibition location, dates, and/or rules upon notice to Exhibitor. Any such change shall be incorporated and made part of this Contract.

17. CANCELLATION BY POMA - POMA retains the rights to cancel the Program and/or the Exhibit with no liability to Exhibitor other than a refund of any paid space rental fees, for any reason beyond its control including, but not limited to, civil unrest, labor disputes, acts of government or acts of God.

18. INDEMNIFICATION - Exhibitor agrees to indemnify and hold and save POMA whole and harmless from and against any and all claims, charges, complaints, liability, losses, demands, actions, damages, expenses, judgments, settlements and/or costs of any nature whatsoever which shall result, directly or indirectly, wholly or in part, by any act, omission, negligence, or conduct of Exhibitor or Exhibitor's employees, representatives, agents, servants, contractors, patrons, guests, licensees, invitees, or assigns, at or related to the Program, including, but not limited to, any such costs in connection with a violation of any laws or regulations, any off-site activities, any dangerous or hazardous materials, any damage, injury, or loss to persons and/or property and any costs, including attorneys' fees, incurred by POMA in connection with the enforcement of this Contract. Exhibitor covenants and agrees that if POMA is made a party to any litigation commenced by or against Exhibitor or relating to this Contract or the exhibit space rented hereunder, then Exhibitor shall pay all costs and expenses, including attorneys' fees and court costs, incurred by or imposed upon POMA.

19. GOVERNING LAW - This Contract shall be construed in accordance with and governed by the internal laws of the State of Pennsylvania, not including the laws applied to conflicts of laws.

20. SEVERABILITY - The invalidity or unenforceability of any of the covenants, phrases or clauses in this Contract shall not affect the remaining portions hereof, but this Contract shall be construed as if such invalid covenant, phrase or clause had not been contained herein.

21. ENTIRE AGREEMENT - This Contract, specifically incorporating the initial invoice and Exhibition Rules and Regulations referenced herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. Exhibitor agrees to comply with all provisions incorporated in this Contract including the Exhibition Rules and Regulations and provisions of the initial invoice. This Contract supersedes all prior agreements and understandings between the parties with respect to the subject matter. Please contact POMA at (717) 939-9318 with any questions regarding this agreement.