

CONGRESS XSTREAM AND VIRTUAL CONGRESS TERMS AND CONDITIONS

1. **CHARACTER OF THE EXPOSITION.** The APA/GPMI (“Show Management”) reserves the right to determine the eligibility of any company, product or service and the right to restrict, prohibit or evict any exhibitor or product which, in the opinion of Show Management, detracts from the character of the exposition or for any violation of the following Terms & Conditions. In the event of such restriction or eviction, the Show Management is not liable for refunding exhibit fees or any other cost incurred by the exhibitor. Violations of the Terms & Conditions may also result in loss of exhibitor priority.
2. **TERMS OF PAYMENT.** All applications for exhibit space must be accompanied with a 50% deposit for each virtual booth space. The Final Balance Due for Exhibit Space must be paid on or before **the deadline**.
3. **FAILURE TO MAKE FINAL CONGRESS XSTREAM PAYMENT CONSTITUTES A CANCELLATION OF THIS CONTRACT.** If full payment for your 2021 Congress Xstream virtual booth is not received by **February 26, 2021**, The Show Management reserves the right to charge the amount due to your credit card. Requests for Cancellation and Refunds must be provided in writing. Cancellations are subject to a \$1,000 per virtual booth administrative fee if received on or before **February 26, 2021**. Cancellations received after **February 26, 2021** will result in the Show Management retaining the full amount paid for the virtual exhibit space. No requests for refunds will be granted after **February 26, 2021**. The Show Management reserves the right to deny exhibit space to companies which have overdue account balances with the Show Management and/or its affiliates.
4. **FAILURE TO MAKE FINAL VIRTUAL CONGRESS PAYMENT CONSTITUTES A CANCELLATION OF THIS CONTRACT.** If full payment for your 2021 Virtual Congress virtual booth is not received by **February 26, 2021**, The Show Management reserves the right to charge the amount due on your credit card. Requests for Cancellation and Refunds must be provided in writing. Cancellations are subject to a \$1,000 per virtual booth administrative fee if received on or before **February 26, 2021**. Cancellations received after **February 26, 2021** will result in the Show Management retaining the full amount paid for the virtual exhibit space. No requests for refunds will be granted after **February 26, 2021**. The Show Management reserves the right to deny exhibit space to companies which have overdue account balances with the Show Management and/or its affiliates.
5. **SHARING/SUBLEASING** of Exhibit Space is prohibited. All graphics, collateral and products displayed in a booth must be related to the exhibitor’s company.
6. **CANCELLATION OF EXPOSITION.** If the Show Management should be prevented from holding the exposition for any reason beyond the Show Management’s control (such as, but not limited to damage to building, riots, strikes, war, terrorism, medical emergency, epidemic, or pandemic, acts of government or acts of God), then the Show Management has the right to cancel the exposition or any part thereof, with no further liability to the exhibitor other than a refund of exhibit fees less a proportionate share of the exposition cost incurred.
7. **SOLICITING** outside the confines of the exhibitor’s assigned exhibit space is prohibited.
8. **EXHIBITOR REGISTRATION** is limited to sales, marketing, management and special booth personnel. The Show Management reserves the right to limit the number of exhibitor personnel.
9. **BOOTH BUILD AND SHOW** hours and dates shall be those specified by the Show Management. Exhibitor shall be responsible for providing and adding any and all booth graphics, collateral and documents to their booth during the allotted booth build timeframe.
10. **AMENDMENTS TO RULES AND REGULATIONS.** Show Management, at its discretion, may make reasonable changes, amendments or additions to these Terms and Conditions. Any changes, amendments or additions shall be binding on the exhibitor. The ruling of Show Management shall be final in all instances with regard to use of any exhibit space.
11. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by the internal laws of the state of New York. The parties hereby submit to the exclusive jurisdiction of the state and federal courts in New York governing any disputes concerning this Agreement, and further agree that they are subject to personal jurisdiction in New York in any such dispute.
12. **MERGER CLAUSE.** The parties agree that this Agreement (and any other Agreement referred to herein) contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.
13. **ATTORNEY’S FEES.** In the event of any dispute concerning this Agreement, the prevailing parties shall be entitled to reasonable attorney’s fees.
14. **ATTENDEE REGISTRATION LIST.** Only Congress Xstream and Virtual Congress exhibiting companies are eligible to purchase a Pre- or Post- Show Attendee Registration List.
15. **EXHIBITOR GUIDE.** The Show Management shall not be liable for errors in guide information, including vendor index, company, or booth number information.

Signature: _____

Date: _____