

Exhibitor Rules and Regulations

AMERICAN
PSYCHIATRIC
ASSOCIATION



IPS: THE MENTAL HEALTH
SERVICES CONFERENCE

October 3-6, 2019 • NYC

IMPROVING ACCESS THROUGH INNOVATION & COLLABORATION

psychiatry.org/IPS • Sheraton New York Times Square

Exhibitor Rules and Regulations

Management requests that all personnel staffing your exhibit be familiar with the APA Rules and Regulations prior to the opening of the exhibits.

Eligibility for Exhibiting

The exhibits are an integral part of the IPS Conference. APA has the sole right to determine the eligibility of any company or product for inclusion in the exposition. APA in its sole discretion may reject any application and prohibit any exhibit or part of an exhibit for any reason and may cancel or refuse rental of display space to any person or company whose conduct or display of goods is, in the sole opinion of APA, incompatible with the general character and educational objectives of the meeting and the policies of the APA. Active selling and product distribution is not permitted.

Control

APA shall at all times maintain full control over the planning, content, quality, implementation and all other aspects of the 2019 IPS Conference. Other than the exhibit space, which must be used in accordance with these 2019 IPS Conference Rules and Regulations, nothing shall give exhibitor any right to control content or any other aspect of the 2019 IPS Conference. Exhibitors who are also registered attendees of the Scientific Program must respect separation of promotion and education. Neither the acceptance of a registration nor the existence of an exhibit at the IPS Conference shall imply an endorsement by APA of the exhibitor. APA shall not be liable to any third party in any way for the acts or omissions of the exhibitor.

Space Applications, Charges and Assignments

Contract for Space

The completion of the application and contract for exhibit space and the full payment of rental charges guarantees the right to use the exhibit space.

Booth Sales

10' x 10' Booth (100 sq. ft.):

- Inline Booth: \$2,100
- Corner Booth: \$2,200

10' x 20' Booth (200 sq. ft.): \$4,300

(\$100 additional for each corner booth)

Booth includes standard 7' x 44" identification sign, 8' high back drape (black) and 3' high side dividers (black).

Booth cost does not include booth carpet*, furnishings (tables/chairs), electricity, Wi-Fi, audiovisual equipment, floral, catering or labor.

- Displays over 4' in height and within 10 lineal feet of an adjoining booth or cross-aisle must be confined to the back half of the booth
- Corner booths cannot exceed 12' in height.

Island Booth (20' x 20', 400 sq. ft. minimum):

\$33.00 per sq. ft.

- Booth renderings/schematics are required and must be approved by Exhibit Manager.
- Booth structures, hanging signs and banners require advanced approval by show management.

There is a 50% deposit when booth space is reserved.

Full payment of all rental charges is due on or before August 19, 2019. Contracts submitted after August 19, must be accompanied with full payment. No refunds will be issued for exhibit space cancellations received after August 19. Checks will not be accepted after September 3. Upon approval of contract, all exhibiting organizations cancelling or downsizing exhibit space, will be charged a 10% processing fee of total cost, in addition to cancellation fees if applicable (see "Booth Cancellations and Reductions" section). There is no cut-off date to booth sales if space is available.

Booth Cancellations and Reductions

Exhibitor cancellation requests, including booth reductions and changes to configurations, must be received in writing at apaexhibits@psych.org. The fee will be refunded in the manner in which it was received. The refund policy fees:

Until August 1, 2019:	Full refund, less 10% processing fee of full booth amount
August 2 – August 19, 2019:	50% of total booth cost refunded, less 10% processing fee
After August 19, 2019:	No refunds

Payment Information

A 50% deposit is required upon reserving a booth. Payments may be made by credit card (Visa, MasterCard or American Express) or by check, payable to the American Psychiatric Association. Full payment of all rental charges is due on or before August 19, 2019.

Booth Activity Information

General Booth Conduct

The exhibitor must confine all promotional activities to their booth. Solicitation of registrants in the aisle by company personnel is prohibited. There can be no exhibit promotion in a scientific session. The exhibit must be staffed during all open hours.

Promotional Contests and Raffles

Giveaway contests and raffles, when used as a promotion to attract attendance at your booth, are permitted on the exhibit floor. Public address announcements of winners on the exhibit floor are not permitted.

Distribution of Refreshments

To promote attendee participation in the Exhibit Hall and your individual booths, the APA permits in-booth refreshments. Lines may not block aisles or other exhibitors' booths, and control of lines is the responsibility of the distributing company. Refreshments must be provided in conjunction with the requirements of the venue.

Distribution of Literature, Products, Booth Premiums and Promotional Activities

Distribution of product/service literature may be made only within the booth space assigned to the exhibitor presenting such material. Exhibitors are permitted to distribute descriptive product literature and products of their own manufacture, providing such distribution is in keeping with the educational and professional character of the IPS Conference. The APA prohibits the distribution (either free or for sale) of educational enduring materials onsite that award CME credit.

Sunshine Act-Physician Payment

If a company will be providing a meal or anything of value to physicians that is reportable under the Physician Payment in the Sunshine Act, the company agrees that the exhibit will contain signage informing physicians that the company will be reporting physicians and the value to be reported in a manner that provides them an opportunity to decline participation.

In-Booth Events

The use of key opinion leaders or company employees for live activities to promote exhibitor products are permitted within exhibitor booth space. Material presented in the Exhibit Hall is promotional and may not compete with the APA scientific program. No CME credit may be awarded for any activity in the Exhibit Hall.

Audience seating for live presenters and speakers with podiums are not permitted in booths. Show management will monitor sound levels.

Audiovisual Equipment

Audiovisual equipment is limited in operation to demonstrations only and shall not be used for showings designed to attract or amuse registrants. Showing of films in continuity may be done only in areas designed to protect other exhibitors from interference and annoyance. The use of glaring lights or objectionable light effects is prohibited. Sound speakers and podiums are not permitted, and show management will monitor sound levels.

Book Giveaways and Signings

Book giveaways and signings are permitted in the Exhibit Hall, provided that the book or literature being signed is related to the practice of psychiatry and that the actual cost of the book does not exceed \$75. All lines must be confined to the booth area, not blocking any aisles. All book signings must be approved in advance by APA.

Market Research

Market research can only be conducted by firms hired by a 2019 IPS Conference exhibitor. With its application for space, the research company must submit a letter of authorization from its sponsoring company and a list of all premiums proposed for distribution. Market research booths must remain open and staffed throughout the IPS Conference even if surveys are completed prior to 12:30 p.m., Saturday, October 5, 2019. Interviews lasting longer than five minutes are not permitted on the exhibit floor and all interviews must be conducted within the confines of the booth space. Soliciting registrants in the aisles is strictly prohibited. Violations assessed against exhibiting market research companies may also be applied to the sponsoring company.

Photography and Videotaping Policy

Videotaping and photographing within the Exhibit Hall is restricted to individual booth space. Exhibitors may at any time deny permission to be photographed or videotaped by APA photographer or media. Videotaping must be approved by show management and the APA Press, at which time credentials will be provided to permit videotaping equipment in the exhibit hall.

Exhibitor Training Sessions

Training sessions are permitted only during published setup hours. Everyone attending training sessions must wear an exhibitor badge. All training activity must take place in the booth. Roaming throughout the Exhibit Hall is not permitted.

Admittance to the Exhibit Hall

Admittance to the Exhibit Hall is limited to those individuals employed by the exhibiting company or those directly responsible for installation and dismantling. Under no circumstances will children or guests be allowed in the exhibit area until the official opening of exhibits at 1:30 p.m., Thursday, October 3, 2019.

Exhibitor Registration/Badge Allotments

Each exhibitor is allotted six (6) complimentary exhibitor registrations per 100 square feet of booth space. Each badge request above the allotment amount will incur a charge of \$50 per badge.

Exhibitor badges are for admittance to the Exhibit Hall. If company personnel will be attending scientific sessions rather than staffing their exhibit, they must register as attendees of the meeting and pay the appropriate registration fees.

Changes and Substitutions

Changes and cancellations can be completed through the online exhibitor registration portal through Thursday, October 3, 2019, free of charge. All changes or substitutions done onsite will incur a \$50 charge per change and substitution.

Installation

As a condition of your contract, your exhibit must be open on time and be staffed throughout the entire meeting until the final closing at 12:30 p.m., Saturday, October 5, 2019. All installation of exhibits and crate removal must be complete based on opening date (see below) to allow for final cleaning before opening of the hall.

APA will direct the service contractor to complete installation for an exhibit not set by the published time and the exhibitor will be billed for the cost of labor.

Dismantling

The official Exhibit Hall closing time is 12:30 p.m., Saturday, October 5, 2019, for all exhibits. Any exhibitor who packs materials or dismantles exhibit prior to 12:30 p.m., Saturday, October 5, 2019, will be subject to forfeiting all its accrued priority points and suspension of exhibit eligibility for one (1) year. A second violation in this category will result in the company not being eligible to exhibit at future APA meetings.

Contractual Considerations

Anti-Discrimination Policy

Any organization that wishes to conduct recruitment efforts in the APA exhibit areas must agree that its policy is not to discriminate in recruitment or employment based on gender, race, religion, sexual orientation, or physical or mental disability. Execution of a contract with the APA for such exhibit space represents that the exhibitor agrees to this policy.

Compliance with the Law

The exhibitor shall not engage in any display, publication, performance or other activity which conflicts with any federal, state or local law, regulation, rule or ordinance. Nor shall the exhibitor, or its representatives or employees, engage in any lewd display, publication or performance. Exhibitors will not display or bring into the exhibit any animal, bird or other non-human creature without written permission of APA.

Food and Drug Administration

Exhibitors with products regulated by the Food and Drug Administration (FDA) must comply with FDA guidelines. Exhibitors must also comply with FDA restrictions on the promotion of investigational drugs, approved drugs and approved drugs for unapproved uses.

Americans with Disabilities Act

Exhibits should be accessible to the handicapped as specified in the Americans with Disabilities Act.

Fire Safety Regulations

Exhibitors must comply with all local fire regulations. Booth decorations must be flameproof, and all hangings must clear the floor. Electrical wiring must conform with all federal, state and municipal government requirements and to the National Electrical Code Safety Rules. If inspection indicates that an exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, APA reserves the right to cancel all or such part of the exhibit as may be in violation.

Forfeiture

If an exhibitor does not follow the APA Rules and Regulations established by APA, the exhibitor shall forfeit the amount paid for space rental, regardless of whether or not the exhibit space is subsequently

leased. Exhibitors found in violation of any of the APA Rules and Regulations will, at APA's discretion, have their badges confiscated and will be escorted from the Exhibit Hall.

Force Majeure

The performance of the terms and conditions of the Contract for Commercial Exhibit Space is subject to acts of God, disaster, curtailment or interruption of transportation facilities, war, threats or acts of terrorists, government regulations, disaster, fire, strikes or work stoppages, civil disorder, curtailment of transportation facilities, or other similar causes beyond the control of the parties making it inadvisable, illegal, or impossible to hold the 2019 American Psychiatric Association's IPS Conference, or to provide the facility in which the meeting is to be held. If it is necessary to cancel the referenced meeting due to any of the aforementioned force majeure events, the Contract for Exhibit Space shall terminate, and APA shall return of any rental fee(s) paid to the American Psychiatric Association for the assigned exhibit space, less a pro rata share of any expenses incurred by the American Psychiatric Association associated with its lease of the exhibit space. This is the American Psychiatric Association's sole liability to the exhibitor if its 2019 IPS Conference is not held, or the exhibit space is not available, due to a force majeure event outlined herein.

Injury, Loss or Damage

APA will not be responsible for any injury, loss or damage that may occur to the exhibitor's employees or property from any cause whatsoever. APA will not be held liable for any injury, loss, or damage which may be sustained by any person who may be on the premises leased or rented to the exhibitor, or watching, observing, or participating in any demonstration in the exhibitor's exhibit unless such injury, loss, or damage is caused by active negligence or a willful act of APA.

Should any party pursue a claim against APA for an exhibitor's action or failure to act in any matter whatsoever, the exhibitor shall indemnify APA from any and all liabilities, loss, costs, fees, expenses and damages, including punitive damages and attorney fees arising out of or relating to the exhibitor's alleged action or inaction.

Insurance

The exhibitor shall, at its sole cost and expense, procure and maintain comprehensive general liability insurance of not less than \$1,000,000, worker's compensation and occupational disease insurance in full compliance with all federal and state laws covering all the exhibitor's employees engaged in the performance of any work for the exhibitor. All exhibitors are required to submit a certificate of insurance to APA evidencing the required insurance. Additional insureds must include: American Psychiatric Association, Freeman and Sheraton New York Times Square Hotel.

Failure to provide proof of insurance could lead to the following:

1. Your shipment whether sent to the advance warehouse or directly to the show site, will be held and not be delivered to your booth.
2. All exhibitor badges will be held and cannot be picked up.

All property of the exhibitor is understood to remain under his/her custody and control in transit to, within and in transit from the confines of the Exhibit Hall.

Reassignments

Exhibit space not occupied at the opening of the exhibition may be reassigned by APA to another exhibitor without refund of the rental paid.

Repair or Damages

Nothing will be posted on, tacked, nailed, screwed or otherwise attached to the columns, walls, floors, ceiling, furniture or other property of the hotel. The cost of repairing damage inflicted by the exhibitor, its employees, representatives or agents to the hotel will be billed to and paid for by the exhibitor.

Smoking Policy

Smoking is prohibited in the hotel/Exhibit Hall.

Eviction and Restrictions

APA reserves the right to terminate an exhibitor's participation in the exhibition when the method of operation becomes objectionable or detracts from the general character of the exhibits as a whole. APA is not liable for any refunds of rentals or other exhibit expenses. Companies receiving such notice will not be eligible to exhibit at future APA meetings.

City-Wide Promotional Graphics and Signage

Promotional graphics referring to the APA, IPS Conference, or a booth number at the IPS Conference, displayed on billboards, buildings, pole banners, public uses or other structures, must be approved by APA.

Interpretation and Amendments

APA shall have full power to interpret or amend these rules, and its decision is final. The exhibitor agrees to abide by all IPS Rules and Regulations that may hereafter be adopted by APA.