

ACR Convergence 2024 Exhibitor Agreement

Thank you for applying to exhibit at ACR Convergence 2024, taking place November 14-19, 2024, with exhibition dates of November 16-18, at the Walter E. Washington Convention Center in Washington, D.C. This agreement is between the American College of Rheumatology (ACR), a not-for-profit professional association with headquarters at 2200 Lake Blvd. NE, Atlanta, Georgia 30319, and the Exhibitor for whom exhibit space is requested (indicated in line order section of the application). Upon signing this document, the following conditions apply:

Application and Payment

The Exhibitor must complete the online application and submit the 50% deposit at the time of the application in order for the application to be considered complete. Booth assignments will not be made until your deposit is received. **Applications without a paid deposit by the priority points deadline will forfeit their priority point order. Payment can be made via credit card (Visa, American Express, or MasterCard) or check. Checks should be made payable to the ACR in U.S. dollars and drawn on a U.S. bank.** If a wire transfer is required, please reach out to Kelli Wondra, Strategic Relations Operations, at [kwondra@rheumatology.org](mailto:kwondra@rheumatology.org) for additional details for payment processing.

**The balance for the booth space must be received by Friday, June 28, 2024. The ACR reserves the right to cancel or resell exhibit space if the balance is not paid in full by Friday, June 28, 2024. Applications received on or after Saturday, June 29, 2024, require payment in full along with the online application.**

Credit card payments (VISA, MC, AMEX) may be made directly through Map Your Show’s Exhibitor Console. If you are paying by check, please send the check, along with the invoice remittance information to:

American College of Rheumatology  
2200 Lake Boulevard NE  
Atlanta, GA 30319

To insure that your payment is accurately applied, please include the invoice number(s) on the memo line of the check.

Cancellations/Space Reductions

Cancellations and space reduction requests must be submitted in writing to Kelli Wondra, Senior Specialist, Strategic Relations Operations, at [kwondra@rheumatology.org](mailto:kwondra@rheumatology.org) by Friday, June 28. Booth space reduction requests may be granted at the ACR’s sole discretion. Refunds (if any any) for amounts paid by an Exhibitor are determined using the following schedule:

- Cancellations and reductions made between May 24 and Friday, June 28, a 50% penalty fee, and a \$275 processing fee per 10’ x 10’ booth will be applied.
- Cancellations made on or after Saturday, June 29, are not eligible for a refund and the cancellation fee for orders during this time is 100%, with a \$275 processing fee per 10’ x 10’ booth cancelled will also be applied.

Booth Size*	Cancellation Fee
10’ x 10’	\$275
10’ x 20’	\$550
10’ x 30’	\$825
20’ x 20’	\$1,100
20’ x 30’	\$1,650
20’ x 40’	\$2,200
30’ x 30’	\$2,475
30’ x 40’	\$3,300
40’ x 40’	\$4,400
40’ x 50’	\$5,500
50’ x 50’	\$6,875

*\*For dimensions not listed, reach out to [Kelli Wondra](mailto:Kelli Wondra) for confirmation of the cancellation fee.*

Failure to notify ACR of intent to cancel may result in Exhibitor being denied participation at future ACR meetings. **Space not claimed and occupied prior to the start of the Meeting for which no special arrangements have been made with ACR may be resold or reassigned by ACR without obligation on the part of ACR for any refund whatsoever.**

Americans with Disabilities Act

Each exhibitor shall be responsible for compliance with the “Americans with Disabilities Act” with regard to their booth space, including but not limited to, wheelchair access provisions. Exhibitors shall indemnify, hold harmless, and defend the ACR, the ARP, the Rheumatology Research Foundation and Shepard Exposition Services, Inc, their officers, directors, agents, members, and employees from and against any claims, liabilities, losses, damages, and expenses, including attorney’s fees and expenses, resulting from, or arising out of the exhibitors’ failure or allegations of exhibitors’ failure to comply with the provisions of Americans with Disabilities Act.

### **Cancellation of The Event or Exposition and Force Majeure**

ACR reserves the right to cancel the Meeting at any time. In the event the Meeting is entirely or partially canceled or postponed other than due to a Force Majeure event, the Exhibitor's sole and exclusive remedy with respect to any damages sustained by Exhibitor as a result of such non-occurrence or postponement shall be a refund from ACR of all deposits (or payment in full) made by Exhibitor at the time of such cancellation or postponement. Exhibitor acknowledges and agrees that ACR's performance under the contract is subject to and shall be excused due to one or more Force Majeure events (as defined herein) directly or indirectly impacting ACR or the Meeting. A Force Majeure is defined as a circumstance or occurrence beyond ACR's control which makes it inadvisable, illegal, commercially impracticable or impossible for the Meeting to take place as planned, including, without limitation: (i) acts of God, (ii) disasters (including, but not limited to, fire, flood, severe weather, avalanche, tsunami and earthquake), (iii) war, (iv) civil disorder, (v) suspected or actual terrorism in or near the borders of the continental United States, (vi) government regulation (including, but not limited to, declared states of emergency), (vii) national or international public health authorities' (including, without limitation, the Centers for Disease Control or the World Health Organization) declaration of public health emergencies, communicable disease, epidemic or pandemic advisories or alerts, (viii) strikes or work stoppages, (ix) curtailment of transportation services (including, without limitation, travel bans and advisories), (x) public or private policies which restrict or prohibit participants of the Meeting from traveling to or attending the Meeting. ACR shall promptly provide notice (which may be sent via e-mail) of a cancellation due to the existence of one or more Force Majeure events, and Exhibitor agrees that ACR shall have no liability whatsoever to Exhibitor as a result of such cancellation or ACR's partial or nonperformance due to such Force Majeure event.

### **Insurance**

Exhibitors should insure their exhibit materials, goods and wares against theft, damage by fire, accident or loss of any kind and must do so at their own expense. The exhibitor is solely responsible for any damages, claims, losses, or expenses arising from any injury to any person or property that arises out of or is in any manner connected with the exhibitor's participation in ACR Convergence, including its indemnity obligations herein.

For the term of the agreement, Exhibitor shall maintain comprehensive general liability insurance against claims for bodily injury or death and property loss or damage occurring in or upon or resulting from the premises leased by the ACR. **Such insurance shall include contractual liability and product liability coverage, of \$1,000,000 per occurrence with a \$2,000,000 aggregate. The ACR and the Walter E. Washington Convention Center shall be added as additional insureds to such insurance. The dates of the policy should be set to cover exhibitor move-in, the exhibition, and exhibitor move out, November 11 – November 20, 2024.** Exhibitor shall confirm to the ACR such insurance cannot be cancelled or changed prior to the Conference. Exhibitor agrees to provide the ACR a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Exhibition. The ACR will bear no liability for personal injuries, whether suffered by an exhibitor, its employees, its contractors, agents, or business invitees. The ACR will also assume no liability for loss or damage to the property of an exhibitor, its employees, its contractors, agents, or business invitees, regardless of the cause, unless such injury or damage results from, or is caused directly or exclusively by, the gross negligence or wrongful acts of the ACR.

**October 10, 2024, is the deadline for all companies to provide their Certificate of Insurance. Exhibitors (e.g., the company who has rented the booth space) should send their Certificate of Insurance by email to: [Kelli Wondra](#), Sr. Specialist, Strategic Relations Operations.** If your company does not have an existing relationship with an insurance provider, you may contract with the insurance company provider listed in the Exhibitor Service Manual.

If your company works with an exhibitor-appointed contractor, that contractor must also provide a certificate of insurance. The certificate of insurance for exhibitor-appointed contractors should be submitted to Shepard Expo Services, along with the completed Exhibitor-Appointed Contractor form by October 10, 2024 to [customerservice@shepardes.com](mailto:customerservice@shepardes.com).

### **Reminder:**

- Insurance certificates for the company renting the booth space should be sent to [Kelli Wondra](#), Sr. Specialist, Strategic Relations Operations.
- EAC forms and the COIs for contractors should be sent directly to **Shepard Expo Services** ([customerservice@shepardes.com](mailto:customerservice@shepardes.com)).

### **Liability and Indemnification**

The exhibitor will be fully responsible for any claims, liabilities, losses, damages, or expenses, including attorney's fees, relating to, or arising out of any loss of, injury to, or damage to any person or property of the exhibitor or any other person or property where such injury, loss or damage is incident to, arises out of or is in any way connected with the exhibitor's participation in the Exhibit Program. The exhibitor shall protect, indemnify, hold harmless, and defend the ACR, its officers, directors, agents, volunteers vendors, employees and the Walter E. Washington Convention Center and the Members, Officers, Directors, Agents and Employees from and against any and all such claims, liabilities, losses, damages, and expenses, including attorneys' fees, provided that the foregoing shall not apply to injury, loss, or damage caused by or resulting from the gross negligence or willful misconduct of the ACR, its officers, directors, agents, volunteers, vendors or employees.

**Penalties – Exhibits, <sup>‡</sup>Industry-Sponsored Events, and Affiliate Events**

A warning will be issued to the exhibiting company, outlining the actions that are in violation of the policies and regulations:

- The first penalty assessed by the ACR will result in the company not being allocated the priority points for participation in the current year.
- The second penalty assessed by the ACR will result in the company losing one-half of its accrued priority participation points.
- The third penalty assessed by the ACR will result in the company losing all of its accrued priority participation points.
- The fourth penalty assessed by the ACR will result in the company not being eligible to exhibit at future ACR meetings and exhibitions.

The ACR decision is final in all interpretations of the conditions set forth in this prospectus and of all applicable rules and regulations. The ACR reserves the right, in its sole discretion, to curtail and/or close at any time any exhibit that it deems undesirable, in poor taste or offensive to attendees or other exhibitors. Any objectionable practices by exhibitors or official suppliers should be reported to the Senior Specialist, Strategic Relations Operations immediately.

*<sup>‡</sup> Industry-Supported events include Symposia, Innovation Theater Sessions, Lightning Talks.*

**Exhibit Agreement**

The ACR does not sign external contracts or letters of agreements for booth space, sponsorships, symposia, innovation theater sessions, or other industry engagements. The ACR is not able to amend the component elements of its agreement or terms and conditions.

**ACR Convergence 2024 Rules and Regulations**

The full [rules and regulations](#) are hosted on the [ACR Convergence Exhibitor Information Site](#). The exhibitor agrees to abide by these rules as well as the [ACR’s Education Meeting Code of Conduct](#).

**ACR Exhibitor Terms and Conditions:**

We, the undersigned, hereby make application for exhibit space at ACR Convergence 2024 at the Walter E. Washington Convention Center and authorize the ACR to reserve space on our behalf. A signature on this application indicates our understanding and agreement to comply with all policies, rules, regulations, terms and conditions in the prospectus and the supplement of affiliate events and any others issued by the ACR regarding the annual meeting, its willingness to abide by the payment policy, acknowledgment of having read the policies, rules and regulations and agreement that the 2024 ACR policies, rules and regulations are an integral and binding part of this agreement. A 50% deposit of the total amount due, in U.S. funds drawn on a U.S. institution made payable to the American College of Rheumatology is required with all applications. The ACR Federal Tax Identification number is 58-1627547. The balance for all orders placed during the reservation period must be received by June 28, 2024; for applications received after this date, payment in full must accompany the application.

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**Reference copy only.**