



American Trauma Society, Pennsylvania Division
2 Flowers Drive
Mechanicsburg, PA 17050
(717) 766-1616
atspa@atspa.org
www.atspa.org

**American Trauma Society, Pennsylvania Division (ATSPA) 2022 Conference
April 5 and 6, 2022 | Kalahari Resort & Convention Center
Official Exhibitor Regulations and Contract Conditions**

For the purpose of this contract, "ATSPA" shall refer to the American Trauma Society, PA Division. The exhibitor agrees that ATSPA shall have final determination and enforcement of rules, regulations and conditions, with the right to make changes in such rules, regulations and conditions as deemed necessary by ATSPA representatives.

Eligibility/Atmosphere:

Any exhibit, or part of exhibit, or any exhibitor or employee which, or who, in the opinion of the ATSPA is not in keeping with the character of the exhibition is prohibited. ATSPA shall have the sole right to determine the eligibility of any exhibit, including, but not limited to, persons, things, conduct, signs, printed material, souvenirs, hand-outs, catalogues, noisy exhibits, odor-producing exhibits, exhibits displaying lewd, immoral taste, or of questionable nature, or demoralizing tendency, and all matters which affect the character or constitution of the conference. Exhibitors are urged to request a representative from ATSPA in advance for approval for any item that may contain questionable features or violate any provision outlined in this section. ATSPA reserves the right to request the removal of, with or without notice, any exhibit, article or person who, in its opinion is not in keeping with the character of the exhibition or is in infraction of any provision of the contract. Please note, NO SMOKING is permitted during any conference functions or within the confines of the convention center.

Representatives/Registrations:

Exhibit spaces are limited to a maximum of one (1) representative per conference event unless previously approved by ATSPA. Complimentary conference registrations are given to sponsors and exhibitors based on the level of sponsorship. These registrations may be representatives but will be limited to the number of complimentary registrations laid out in the "Conference Sponsorship and Exhibitor Opportunities." Representatives without badges will not be permitted in the exhibit hall. Additional conference registrations may be purchased separately.

Exhibit Hours/Set Up:

Exhibitor representatives are directly responsible for erecting, assembling, dismantling, packing, and unpacking display equipment, and showcasing display materials. Exhibits may be set up on Monday, April 4, 2022, by appointment with ATSPA staff and Tuesday, April 5, 2022 from 6:30 a.m. to 7:30 a.m. Exhibits cannot extend into the aisles. Display hours will be from 7:30 a.m. to 3:45 p.m. on Tuesday, April 5 and from 7:30 a.m. to 1:15 p.m. on Wednesday, April 6. All exhibits must be completely dismantled and removed from the Exhibit Hall by 4 p.m. on Wednesday, April 6.

Exhibit Cancellations:

Exhibitors who must cancel their registration can do so within the following terms. All cancellations must be sent to Sadie Carns. Cancellations that are made prior to January 21st will receive a full refund. Cancellations received between January 22nd and February 28th will receive a 50% refund. Any cancellations made after March 1st will not be eligible for a refund.



American Trauma Society, Pennsylvania Division
2 Flowers Drive
Mechanicsburg, PA 17050
(717) 766-1616
atspa@atspa.org
www.atspa.org

Payment:

All exhibitors will be charged \$300. If electricity is needed/requested an additional \$50 will be charged at time of registration. By agreeing to this contract, the exhibitor understands that payment must be received at the ATSPA office by January 21, 2022 for inclusion in the program book. If an exhibitor registers after January 21st, payment must be made via credit card.

Security:

Exhibitors will be responsible, at all times, for their belongings and exhibit materials. The exhibit room will be secured during off-conference hours and access will be permitted only to identified exhibitor representatives accompanied by an ATSPA escort.

Liability:

It is specifically promised, understood and agreed between the exhibitor and the ATSPA, that ATSPA will not be held liable in any way to the exhibitor for any injuries or damages resulting from any cause. The exhibitor further agrees to carry worker's compensation for all its employees, if necessary by statute, and further agrees to accept all liability for any injury sustained by the public in the exhibit space leased by the exhibitor. The exhibitor further agrees to indemnify the ATSPA from any actions or claims, causes of actions and suits resulting from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of, in any way connected with the exercise by exhibitor of the privileges here granted. Insurance, if desired, must be obtained at the exhibitor's own cost and expense.

Damages:

Nothing may be affixed, nailed or otherwise attached to walls, doors, ceiling, etc. in a manner that defaces or destroys said property, which is leased and subject to these restrictions. Violations of these rules will void the exhibitor's contract and hold them liable for any damages from such violations. The exhibitor is entirely responsible for the allotted exhibit space, and agrees to indemnify ATSPA for any damage to floors, walls or equipment used in connection with the allotted space, except reasonable wear and tear. Payment for any damages shall be made directly to the Kalahari Resort & Convention Center in Pocono Manor, PA. Unauthorized use, damage, and/or theft of said materials may result in legal action and immediate dismissal without refund from ATSPA.

Promotional Photography:

ATSPA reserves the right to take and use pictures, video or recordings of any part or whole exhibit and staff as promotional material for future events.

Assignment/Transfer:

It is mutually agreed that this contract or the privileges granted herein, or any part of this contract cannot be assigned, sublet or otherwise disposed of, without written consent from ATSPA.

Variances:

It is mutually agreed and understood that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by both parties, and that verbal understandings or agreements not incorporated here and no alterations and variances of the terms of this agreement, unless in writing and signed by the parties,



American Trauma Society, Pennsylvania Division
2 Flowers Drive
Mechanicsburg, PA 17050
(717) 766-1616
atspa@atspa.org
www.atspa.org

shall be binding on any of the parties.

Violations:

The violation of any part of the terms and agreements herein shall, at the election of the ATSPA, cause the whole amount of the cost of the contract to become due and work a revocation and forfeiture of all rights and privileges herein granted to the exhibitor and such election by ATSPA, and all due paid or contracted to be paid under this contract shall become the property of ATSPA as liquidated damages for such breach. In addition, ATSPA shall have the right to pursue any action with regard to its legal rights. Failure of ATSPA to insist in any one or more instances upon the observance and /or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of such terms of the contract.

Governing Laws:

The privileges here granted shall be conducted and exercised in strict conformity with all the applicable federal, state and local laws now existing or as the same may be amended from time to time; and without infringement upon the rights and privileges of others. Exhibitors will not handle or sell any commodity or transact any business upon and within the premises except that which is here expressly stipulated and contracted. Exhibits shall be conducted and the privileges exercised in strict conformity with the rules and regulations governing the ATSPA annual conference, now existing or as the same may be amended from time to time. This contract permits the use of exhibit space for exhibit purposes only.

Equal Opportunity Employment (EOE):

ATSPA maintains a strong policy of EOE for all employees and applicants for employment. ATSPA hires, trains, promotes and compensates employees on the basis of personal competence and potential for advancement without regard to race, color, religion, ancestry, sex, sexual orientation, national origin, age, marital status, disability or citizenship, as well as other classifications protected by applicable state or local laws. Our EOE philosophy applies to all aspects of employment and contractual agreements with ATSPA.

Force Majeure Clause:

Neither party shall be held liable if unable to perform its obligations under contract due to conditions beyond its control, including, but not limited to, (1) Acts of God, (2) acts of terrorism that directly prevent travel, (3) government restrictions that directly prevent travel, and/or (4) epidemic or disease warnings and advisories by the World Health Organization (WHO) and the Centers for Disease Control and Prevention (CDC) that directly prevent travel.
