

## 2024 Sponsorship Agreement—Please Sign

### **PAELA Sponsor Rules and Regulations**

The following rules and regulations have been designed for the benefit of all sponsors. The Pennsylvania Association of Elder Law Attorneys (PAELA) requests the full cooperation of sponsors in their observance and PAELA reserves the right to terminate the sponsor's display privileges at any time for breach of any terms, rules, and regulations. PAELA trademark and logo, and the meeting branded marks and logos, are the property of PAELA. Any use of these trademarks, marks, or logos without written authorization is strictly forbidden and a violation of state and federal law.

**Exhibit Space Assignments and Occupancy** are determined based on the floor plan of the venue and a first come/first serve basis. PAELA reserves the right to make changes as deemed necessary. Sponsors may not alter the location of exhibits without the written consent of PAELA staff. All exhibits must be staffed during regular exhibit hours. Exhibitors may not permit non-exhibiting companies' representatives in their exhibit area. All exhibitors must wear their name badges at all times.

**General Standards of Conduct:** Exhibitors are to present their products and services, and their personnel, in a professional manner. Any activity or behavior that is disruptive, distracting, or undignified is prohibited. No recorded or live music may be played or performed in the exhibit space assignments, subletting, sharing, or apportioning of space is not permitted. An Exhibitor may not exhibit, advertise, or offer for sale goods or services other than those of the Exhibitor. No exhibition or solicitation is permitted outside of the Exhibitor's assigned space, including elsewhere in the hotel or surrounding geographic area.

**Attendee Roster:** In lieu of providing attendee rosters, PAELA markets on behalf of all sponsors to attendees. PAELA does not provide a list of attendees to sponsors.

**Installation and Dismantling of Exhibits:** Sponsors can begin setting up as prescribed on the Sponsorship Application. All shipping must be handled through the conference hotel staff and sponsor is responsible for any costs incurred. Sponsor shall be liable for all storage and handling charges for failure to remove exhibits by specified time and date. PAELA reserves the right to alter the conference hours in any manner in the best interest of PAELA. Sponsor shall not cause any violation of the rules of the exhibit hall location. Sponsors are advised to provide locked facilities within their own display for excess merchandise.

**Terms of Payment, Cancellation and Refund:** Full payment is due with the Sponsorship on-line Registration Form. Cancellations must be received in writing by email, fax, or mail by the cancellation deadline. If you cancel afterward the deadline, your entire fee will be forfeited. PAELA reserves the right to deny exhibit space to companies that have overdue account balances with PAELA.

**Copyright or Other Intellectual Property Authorizations:** The sponsor shall be solely responsible for any necessary licenses or consents regarding copyright, patent or other intellectual property or privacy right implicated by or arising from sponsor's activities while at the meeting.

**Indemnification:** The Sponsor shall indemnify and hold harmless PAELA and its officers, directors, agents and employees (collectively, "PAELA") from and against any and all liabilities, damages, actions, losses, claims, costs, and expenses (including attorney's fees) on account of actual or alleged personal injury, death, or damage to or loss of property arising out of or contributed to by any actual or alleged act or omission of Sponsor, its employees, agents, or contractors.

**Limitation of Liability:** Notwithstanding any other provision of these rules and regulations or any other document, under no circumstances shall PAELA be liable to Sponsor, its principals or owners for indirect or consequential damages, including lost profits, interference with business relations, or similar damage or harm. Further, any liability of PAELA for direct damages shall arise only to the extent caused by the gross negligence or willful misconduct of PAELA and shall be limited to the amount of the sponsorship fee paid by Sponsor.

**Governing Law; Dispute Resolution.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflicts principles. For any disputes solely between the parties that cannot be resolved through negotiation, the parties hereby submit to the exclusive jurisdiction of the state and federal courts in or for Dauphin County, Pennsylvania, and further agree that they are subject to the personal jurisdiction of such courts in Pennsylvania in any such dispute.

**No Assignment:** This Agreement may not be assigned by the Sponsor absent the written consent of PAELA.

**Taxes, Licenses, Etc.:** The sponsor shall be solely responsible for any local, state or federal tax liability resulting from this contract or other tax implications arising from activities while a sponsor at the meeting. Sponsor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, state, or national law applicable to Sponsor's activity at the meeting.

**Security and Insurance:** Sponsors are expected to carry all risk insurance on their exhibits, utilize lock boxes, and/or arrange for their own security in their exhibits, as appropriate, at their own expense. All sponsors, their contractors and suppliers working in the exhibit hall are required to carry general liability insurance. Sponsors must operate and maintain their exhibit so that no injury will result to any person or property. All sponsors are strongly urged to obtain full-coverage temporary insurance for their merchandise and displays while in transit and while at the exposition. Proof of insurance coverage shall be provided to PAELA upon request.

**Interpretations, Determinations, and Other Matters:** PAELA has full discretion in the interpretation and enforcement of these rules and regulations, and the decisions of PAELA shall be final. All matters and questions not covered by these rules and regulations are subject to the decision of PAELA. These rules and regulations may be amended at any time by PAELA, and all such amendments shall be binding on all parties affected.

**Conformity with Facility Requirements:** This agreement is subject to rules of the hotel, exhibit hall, or other facility in which the conference/exhibition is being held.

**Offer and Acceptance:** By signing this agreement, Sponsor agrees to abide by the rules and regulations and all amendments thereto and the decisions of PAELA.

I, the authorized representative of Sponsor, have read and understand the foregoing in its entirety, and on behalf of Sponsor agree to the terms and conditions stated herein.

Sponsor Company: \_\_\_\_\_

Representative Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_