

**American Academy of Family Physicians
Sponsorship, Exhibiting and Advertising Agreement Terms and Conditions**

Definitions

American Academy of Family Physicians (“AAFP”) and the company listed on the electronic Letter of Agreement (“Company”) agree to the terms therein and herein (collectively, this “Agreement”) in conjunction with the conference. If a third party (an “Agent”) is entering into this Agreement on behalf of Sponsor, such Agent represents and warrants that it is duly authorized to act as agent of Company and to enter into this Agreement on Company’s behalf. Agent and Company shall be held jointly and severally liable for the fulfillment of Company’s responsibilities under this Agreement, including but not limited to, the payment of any and all fees.

Sponsorship, Exhibiting and Advertising Opportunities

Company acknowledges that AAFP reserves the right to offer new and updated sponsorship, exhibiting and/or advertising opportunities, which will be made available on an ongoing basis until the end of the event.

Acknowledgment of Company

AAFP will acknowledge Company to event attendees in various promotional communications and materials in AAFP’s sole discretion. To do so, Company grants AAFP a license to use Company’s name and/or logo in connection with such acknowledgment(s) and display(s) of the Company’s graphics.

Payment Terms; Cancellation Policy

All sponsorship, exhibiting and advertisement fees hereunder will be 100% due upon submission of this Agreement. All payments are non-refundable, except for a force majeure event (as described below in “Cancellation of Event”)

Cancellation of this Agreement by Company will result in a 100% forfeiture of all of the fees. All cancellations must be sent in writing via email to the appropriate sales representative at the AAFP. It is the Company’s responsibility to cancel any other arrangements made in connection with sponsoring, exhibiting and/or attending the event, including hotel reservations and any other contracted services associated with the event. The Company is liable for any and all related fees and costs.

Deadlines; Forfeiture

If Company is unable to meet any of the deadlines as provided by AAFP, then Company shall forfeit 100% of the related sponsorship/exhibiting fee(s).

No Endorsement

Company’s status as a sponsor and/or exhibitor does not constitute an endorsement, sanctioning or approval of Company or any product and/or service of Company by AAFP. Company shall not convey or give the above false impression in any promotional materials or on any products either before, during, or after the event.

Details for Company Attendees

Video/Photo Release

By participating in the event, Company grants AAFP and its designees the right to videotape or take photographs of Company (including incidental use of its marks) and its personnel during the event and to use and reproduce them in AAFP educational, news, or promotional materials or for any other legal purpose, whether in print, electronic or other media, including the AAFP website.

Conduct Policies

Attendance and participation at the event is subject to the AAFP's [Anti-Harassment Policy](#) and [Antitrust Policy](#).

Violation of either of these policies by any participant at the event, including attendees, speakers, sponsors, exhibitors, contractors, volunteer leaders, vendors, and staff is not condoned. Any misconduct observed or experienced should be reported in a timely manner to aafp@aafp.org. In the event of a violation, the AAFP reserves the right to discontinue an individual's access to the event (including without warning or refund), to prohibit an individual from attendance at future AAFP events, and/or to take such other actions as it deems appropriate under the circumstances.

Social/Unofficial Activities

Any social function or special event planned by Company to take place during the event must be pre-approved by AAFP. Company agrees to withhold sponsoring its own functions during official event activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by AAFP.

Send company name, time, anticipated attendance, attendee overview (type of attendees), and a brief description of the proposed unofficial function to the appropriate AAFP sales representative for approval.

Exhibiting Terms and Conditions

Shipping

Company may ship exhibit freight/materials directly to the Company's hotel room. Mail all packages no later than **three** days prior to the event.

Security

AAFP cannot guarantee or be held responsible against loss or damage. For this reason, AAFP recommends that products or items of value should not be placed on display on the exhibit table until or unless the Company's representatives are in attendance.

Selling of Products or Services

Displays, demonstrations, sales of products and services and order taking of same are permitted only when conducted in a professional manner and if the Company is sponsoring a particular event:

- Products for sale must be the Company's own unaltered, marketed products, and the products or services must be pertinent to the attendees' professional interests.
- All selling of the Company's products and/or services and distribution of the Company materials is restricted to the exhibiting space and/or event space for the event the Company is sponsoring and is not permitted elsewhere in the event facilities, parking lots or hotel(s) contracted by AAFP.
- AAFP reserves the right to restrict or halt sales or promotional activities that, in its sole discretion, it deems inappropriate or unprofessional.

Companies are prohibited from soliciting exhibitors and other sponsors of the event. Any Company representative who solicits exhibitors or other sponsors during the event in violation of this Agreement may be promptly excluded from the event and/or may jeopardize the Company's eligibility for future AAFP events.

Americans with Disabilities Act

Company understands that the Americans with Disabilities Act (ADA) requires that its display must be accessible to persons with disabilities, and the Company agrees that it is solely responsible for assuring that its booth and display complies with the ADA.

No Liability

AAFP assumes no liability for any act or omission in connection with any loss or damages suffered by Company as a result of any act or omission of any vendor, service provider, other sponsor or party. Company and its representatives release

AAFP from any and all liabilities for loss or damage arising from any cause whatsoever, except for actual damages resulting from AAFP's willful or negligent failure to fulfill its obligations hereunder.

AAFP disclaims any and all liability for injury or other damages based on products or services displayed at the event and for all claims that may arise out of the use of the displayed products or services.

Fire and Safety Regulations

Company will fully comply with the rules, regulations and operational policies of the AAFP and event venue, including all health and safety protocols.

Use of AAFP's Name and Logos

Except as otherwise provided herein, Company shall not use AAFP's name or any symbol, logo, trademark or service mark without its prior written consent.

Company Content; Disclaimers

AAFP will not be responsible for any Company materials, advertisements, logos and/or artwork distributed or made available by AAFP in connection with the event (collectively, "Content") that cannot be used, displayed, or viewed because the Content was not submitted in the proper form, in a timely manner, or in an acceptable technical quality. AAFP will not be responsible for any typographical errors or omissions in any Content. AAFP may notify Company to modify Content, due to error or due to a violation of this Agreement, or for any other reason. If Company does not modify the Content to comply after such notice, AAFP will not be required to use or display such Content.

All sponsorship, exhibiting and/or advertising material and promotional content distributed directly by Company are also subject to approval by AAFP.

Representations and Warranties

Company is the owner of all right, title and interest in and to all Content furnished to AAFP hereunder. In addition to the items listed above in "Company Content; Disclaimers", Content also includes names, trade names, trademarks and service marks and websites and landing pages to which Content may link or direct users, as applicable. Notwithstanding the foregoing, AAFP has control of the placement of the Content and other sponsors' content (1) on the event website; (2) in event print materials; (3) in, on and around event locations; and (4) in the event app. (if applicable) Company makes the following representations and warranties: the Content (i) does not infringe or otherwise violate any proprietary or personal rights of others (including, without limitation, copyrights, trademarks and privacy rights); (ii) does not violate any applicable law, rule or regulation (including, without limitation, any law relating to false or deceptive advertising); and (iii) is factually accurate and contains no libelous or defamatory statements.

Cancellation of Event

In the unlikely event of cancellation of the event due to any force majeure event (e.g., fire, strike, governmental regulation or order, transportation interruption, terrorism, national emergency, natural disaster, outbreak or continuance of an epidemic or contagion or declaration of pandemic by the U.S. government or the World Health Organization, power outage, or other cause beyond the reasonable control of AAFP that prevents or makes the event commercially unreasonable or inadvisable for its scheduled commencement or continuance), then neither party will have any further obligation to the other, and payment for any promotions or sponsorships that have not been delivered before cancellation of the meeting will be fully refunded.

Indemnification

Company shall indemnify, defend and hold harmless AAFP and its officers, employees, contractors, and members from any judgment, loss, damage or other expense (including reasonable attorneys' fees) arising from allegations, claims, lawsuits, and other actions relating to (1) any Content; (2) Company's own products or services; (3) Company's own actions or omissions or those of its employees, agents, or contractors in connection with the event; (4) Company's violation of

federal, state, local, or any other laws or regulations or applicable industry codes; and (5) Company's breach of this Agreement.

No Assignment

Company may not assign or transfer this Agreement or any of its rights or obligations hereunder to a third party.

Compliance with Laws and Codes

Both parties shall observe and comply with and give all notices required by all "Laws" defined as all laws, ordinances, rules, regulations (including, without limitation, labor union rules and requirements that are applicable to the venue location), and lawful orders of any public authority, whether existing at present or later enacted, bearing on the performance of this Agreement. Each party shall notify the other if it becomes aware of any noncompliance with the Laws in connection with this Agreement and shall take all appropriate action necessary to ensure compliance with the Laws. Additionally, Sponsor shall comply with the Council of Medical Specialty Societies Code for Interactions with Companies, American Medical Association Code of Medical Ethics, ACCME Standards for Integrity and Independence in Accredited Continuing Education, Physician Payments Sunshine Act (currently operating as the Open Payments program), AdvaMed Code of Ethics on Interactions with U.S. Health Care Professionals, and PhRMA Code on Interactions with Health Care Professionals, as applicable.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its conflicts of law provisions.

Attorneys' Fees

If a suit or other action is brought by either party hereto in order to enforce the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and costs and expenses of investigation, arbitration and/or litigation in connection therewith.

Entire Agreement

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes any previous understandings or agreements, written or oral, which the parties may have reached with respect to the subject matter hereof and any different or additional terms of any purchase order or other business form submitted by or its Agent. Any terms and conditions in such purchase order or other business form shall be for administrative purposes only, are void, and shall have no legal effect. This Agreement may be modified only by a writing signed by both parties; however, AAFP may revise these Terms and Conditions in its sole discretion from time to time.