1. GENERAL: All matters and acquisitions not covered by the regulations are subject to the decision of NAMSS. In the event of any such decision being of general interest, notice will be given by NAMSS to exhibitors as may be affected. “NAMSS” used herein or in subsequent regulations shall mean the National Association Medical Staff Services, its committees, agents or employees acting for the management of the Conference & Exhibition.

Nature of Exhibition: The NAMSS 44th Educational Virtual Conference & Exhibition is designed to provide a showcase of products and services either specifically designed for, or customarily used in, the credentialing of healthcare providers. NAMSS reserves the right to refuse rental of virtual space to any company whose display of goods or services is not, in the opinion of NAMSS, likely to be compatible with the general character and objectives of the Exhibition. In the event that an exhibitor is evicted for violating these restrictions, NAMSS is not liable for any refunds, rental or other exhibition expenses.

NAMSS does not guarantee that any space will be available to any applicant. There will be a review period of 48 business hours after an application is received as it is processed. As stated above, NAMSS reserves the right to refuse rental of virtual space to any company whose display of goods or services is not, in the opinion of NAMSS, likely to be compatible with the general character and objectives of the Exhibition.

2. BOOTH PACKAGES: Booths are being offered in two packages: Standard and Premium with additional benefits depending on sponsorship spend. Exhibitor booth applications must be received no later than Friday, September 18, 2020, to ensure listing in the NAMSS 44th Educational Virtual & Exhibition Conference website. Booth package outlines can be found in our Virtual Conference Prospectus.

3. PAYMENT AND PROVISION IN CASE OF DEFAULT:
All checks are to be made payable to: National Association Medical Staff Service: NAMSS; 8658 Solution Center; Chicago, IL 60677-8006 (U.S. currency). Credit cards are also accepted for payment. Upon receipt of this contract, NAMSS will email an invoice to the main contact with link for online payment. DO NOT include credit card information on the contact. ACH and wire transfers are accepted only when requested and approved by NAMSS, a $25.00 transaction fee will be due on each wire transfers received as payment.

If any Exhibitor or sponsor has not paid in full by Thursday, August 20, 2020, they will not be allowed to host the booth space in the virtual experience until their invoice is paid in full by wire/ACH or Credit card.

The Exhibitor shall be in default under this contract for any failure to comply with the terms and conditions hereof. Any default will automatically result, at the sole discretion of NAMSS, in revocation of permission to use the Virtual Booth or otherwise participate in the Exhibition. NAMSS shall have the right to remove the Exhibitor’s Virtual Booth from the virtual experience platform. Any waiver by NAMSS of its rights upon a default of the Exhibitor will not act as a waiver of such rights in the event of any other default. The Exhibitor shall have no right to any refund in the event its right to occupy the Virtual Booth is terminated pursuant to a default and shall continue to be bound by the Agreement in the events of such termination, including, but not limited to, the reimbursement of NAMSS for damages.

If any exhibitor fails to pay, when due, any sum required by the Application and Contract to Exhibit, or if any exhibitor fails to meet any term or condition of the contract, or fails to observe and abide by these Rules and Regulations and those outlined on the Application and Contract to Exhibit, NAMSS reserves the right to terminate this contract immediately without refund of any monies previously paid. No refunds will be made after Thursday, August 20, 2020.

4. SUBLETTING OF SPACE: The Exhibitor may not assign, sublet or apportion the whole or any part of the Virtual Booth space allotted, or represent, advertise or distribute literature for the products or services of any other firm or individual. The use of the Virtual Booth is strictly limited to the Exhibitor and its contracted representatives for whom the admission fee described in Item 1 above has been paid. If one company represents multiple entities, they must clarify within the contract under “We will display the following items, products, or services”.

NAMSS 44th Educational Virtual Conference & Exhibition: Exhibitor Rules and Regulations
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5. CANCELLATIONS: Cancellation of exhibit space and/or sponsorship must be directed in writing via email, addressed to meetings@namss.org, provided that the cancelling Exhibitor or Sponsor obtains confirmation of NAMSS’s receipt of the email on or before the cancellation deadline.

For cancellations of space received on or before August 20, 2020, Exhibitor and/or Sponsors is responsible for, and NAMSS retains, 50 percent of the total charge as a cancellation fee, including Virtual Booth and sponsorship fees contracted. Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space after August 20, 2020.

Exhibitors and/or Sponsors that have not paid in full by August 20, 2020 will be notified that payment needs to be received by August 31, 2020 in order to maintain their Virtual Booth space and/or sponsorship benefits. If money for the Virtual Booth space and sponsorship are not received by the deadline of August 31, 2020, the exhibitor will be notified that they have given up their right to their Virtual Booth space and/or sponsorship.

Any exhibitor and/or sponsor that wishes to down-size their Virtual Booth package and/or sponsorship will followed the same instructions as above and will be considered a cancellation of that space.

If for any reason beyond NAMSS’ control NAMSS Educational Virtual Conference & Exhibition must be cancelled, shortened, delayed or otherwise altered or changed, Exhibitor understands and agrees that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of NAMSS or its directors, officers, employees, agents or subcontractors to include all other costs and expenses it has incurred, including travel to the exhibition, setup, lodging, freight, employee wages, etc.

COVID-19 – If for any reason beyond NAMSS’ control NAMSS Educational Virtual Conference & Exhibition must be cancelled, shortened, delayed or otherwise altered or changed, Exhibitor understands that it may reallocate any monies paid to NAMSS for Virtual Booth space and sponsorships, for new marketing opportunities in 2020 or transfer these funds to the 2021 45th Educational Conference.

As a condition of being permitted by NAMSS to be an Exhibitor and/or Sponsor the NAMSS Educational Virtual Conference & Exhibition, agrees to indemnify, defend and hold harmless NAMSS or its directors, officers, employees, agents and subcontractors from any and all loss which Exhibitor and/or Sponsor may suffer as a result of Exhibition cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside NAMSS’ control.

6. EXHIBITOR/SPONSOR REPRESENTATIVE: The Exhibitor/Sponsor will name one (1) individual as the duly authorized representative in charge of the exhibit/sponsorship. The individual will assume responsibility for all negotiations with NAMSS. In addition, this individual will receive all official correspondence from NAMSS referring to the exhibit and/or sponsorship and will be responsible for communicating this information to the registered personnel from the exhibiting/sponsoring company and other third-party contractors.

7. EXHIBITING PERSONEL: All exhibitors and sponsors must register for badges. Each Standard Virtual Booth Exhibitor will receive (1) “Exhibitor/Sponsor Full Conference” registration and Premium Virtual Booths will receive (3) “Exhibitor/Sponsor Full Conference” registration. These are not transferable. To attend educational sessions and receive conference materials, you must be registered as a NAMSS 44th Educational Virtual Conference & Exhibition attendee at the Exhibitor full registration rate. For more information, please visit www.namss.org for conference registration rates.

8. ADMITTANCE: Admittance to the virtual experience is limited to those people who have registered as required in Section Seven of the Rules and Regulations.

9. ETIQUETTE/ETHICS: The Exhibitor/Sponsor is requested not to enter another Exhibitor's Virtual Booth without permission. Screenshots or copying of another Exhibitor’s Virtual Booth material is prohibited. NAMSS tradeshow staff will be conducting audits of booth and personnel activity.
10. SOLICITATION: Solicitation of any kind by the Exhibitor/Sponsor on the Virtual Conference Platform outside of the Exhibitor’s Virtual Booth is prohibited. Solicitation of business on the Virtual Conference Platform, except by Exhibitors, is prohibited. No advertising or solicitation of any Virtual Conference Platform shall be posted or distributed except at the Exhibitor’s Virtual Booth.

11. CARE OF EXHIBIT SPACE: Exhibitors shall be responsible for properly maintaining their virtual booth. When exhibitors leave their Virtual Booth during dedicated show hours, they are required to leave a chat message indicating when they will be back.

12. SPECIAL SOUND EFFECTS/ GIVEAWAYS/ MUSIC: Exhibitors are not permitted to conduct contests or drawings in their Virtual Booths without the permission of NAMSS. Films of purely entertainment character, without educational or informative values, will not be permitted. Any exhibitor providing music during the Exhibition must contact the NAMSS Exhibits Manager to confirm ASCAP or BMI fee payment. The exhibitor must receive approval for the musical presentation from the NAMSS Exhibits Manager and pay all associated fees and penalties.

13. ENTERTAINMENT AND PRIVATE MEETINGS: NAMSS reserves the right to control all events within the NAMSS Schedule Outline. Function approval forms will be provided for exhibitors upon request for any events taking place during October 5-8, 2020. Hospitality events may not be open during the hours of any official NAMSS function. The exhibitor assumes full responsibility for damage, personal injury or death to any party, by reason of assurances at or related to any such functions conducted by it.

Virtual parties or social gatherings of any kind shall not be held during exhibit hours. Exhibitor shall refrain from any action that will distract attendees from attendance at the exhibit during open hours. Exhibitor or any of its representatives shall not conduct itself in a manner offensive to standards of decency or good taste.

The organizer of this event or meeting must take full responsibility for the event or meeting and hold harmless NAMSS, its officers, agents, and staff, from any and all liability associated with the event or meeting. NAMSS will not adjudicate disputes between participants or anyone else involved in ancillary meetings. Functions found to be in violation of NAMSS ancillary meeting guidelines shall be immediately discontinued. The organization hosting the meeting waived any rights to claims of damages arising out of the enforcement of these guidelines. All attendees and organizers of an ancillary event must be a registered attendee of the NAMSS meeting.

14. EXHIBITOR CONDUCT: All promotional plans must be submitted to NAMSS for approval. Distribution of pamphlets, brochures or any advertising matter must be confined to the virtual exhibit space.

15. TIMETABLE: The Exhibitor is bound by the exhibition timetable published by NAMSS and to any variations in that timetable that may have to be introduced during the period of the NAMSS Educational Virtual Conference & Exhibition at NAMSS’ sole discretion. Virtual Booth closing by the Exhibitor prior to the published end of the exhibition is strictly prohibited and may result in the loss of priority points for the following year’s booth space selection.

16. EXHIBITOR SERVICE KIT: NAMSS is in charge of all Virtual Exhibit production through the event platform, Pathable. Exhibitors will receive complete booth upload instructions, show period and completion of exhibition. Exhibitor must be responsible for all costs associated with Exhibitor’s Virtual Booth.

17. NAMSS PHOTOGRAPHY. The Exhibitor understands that during the course of the 2020 Exhibition, the Exhibitor’s Virtual Booth may be screenshotted. Exhibitor gives permission for any resulting screenshots to be used by NAMSS for promotional or educational purposes.

18. NAMSS LOGO USAGE. Usage of the NAMSS logo in any form must be approved by NAMSS. All usages of the NAMSS logo must strictly adhere to the NAMSS graphics standards. For final use of the NAMSS logo will only be granted once an example of use is presented and approved by NAMSS.
19. AMENDMENTS/ INTERPRETATION: The decision or opinion of the Tradeshow Manager in the interpretation of this contract shall be final and binding on the Exhibitor. NAMSS reserves the right to amend and enforce these Exhibitor/Sponsor Rules & Regulations. Written notice of any amendments shall be given to each affected Exhibitor. Each Exhibitor, for itself, its agents and employees, agrees to abide by all Exhibitor/Sponsor Rules & Regulations set forth therein, or by any subsequent amendments. NAMSS reserves the sole right to interpret these Exhibitor/Sponsor Rules & Regulations. All interpretations are final.

20. ENFORCEMENTS/MISCELLANEOUS: The Exhibitor/Sponsor Rules & Regulations set forth herein will be enforced by NAMSS. This Contract is governed by U.S. District of Columbia law and the Exhibitor consents to the exclusive jurisdiction of the District and Federal courts seated in the District of Columbia, with respect to any action arising out of this contract or NAMSS Educational Virtual Conference & Exhibition. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law. This Contract will be binding on the Exhibitor’s heirs, successors and assigns.

21. EXHIBITOR LIABILITY & INDEMNIFICATION: Exhibitor agrees that it will indemnify, defend and hold Show Management, NAMSS, their respective officers, directors, employees, agents and each of them, harmless from and against a) Exhibitor’s performance or breach of this Contract including acts of its employees, agents and contractors; b) Exhibitor’s failure to comply with applicable laws, regulations and ordinances; and c) All claims on account of injury to any person or property to the extent that any such injury was caused wholly or in part by an act or omission of Exhibitor or any of its agents, employees, subcontractors, guests, licensees or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole negligence, or gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management is made a party to any litigation commenced by or against Exhibitor, or relating to this lease or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including reasonable attorneys’ fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS EXHIBITOR/SPONSOR RULES & REGULATIONS.

22. LIMITATION OF LIABILITY: IN NO EVENT SHALL, NAMSS, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "NAMSS PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY’S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE NAMSS PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT NAMSS PARTIES’ SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT VIRTUAL BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND NAMSS PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT VIRTUAL BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY’S FEES AND COSTS INCURRED BY NAMSS PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY’S FEES AND COSTS.