

2024 Pennsylvania Trauma Systems Foundation Statewide Conference
October 15 and 16, 2024 | Sheraton Harrisburg Hershey
Official Exhibitor Regulations and Contract Conditions

For the purpose of this contract, “PTSF” shall refer to the Pennsylvania Trauma Systems Foundation. The exhibitor agrees that PTSF 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 PTSF representatives.

Eligibility/Atmosphere:

Any exhibit, or part of exhibit, or any exhibitor or employee which, or who, in the opinion of the PTSF is not in keeping with the character of the exhibition is prohibited. PTSF 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 PTSF in advance for approval for any item that may contain questionable features or violate any provision outlined in this section. PTSF 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, smoking is not permitted during any conference functions or within the confines of the conference space.

Conversations about products cannot take place within education rooms. Exhibitors agree to adhere to this limitation. No direct sales will be made at the conference.

Representatives/Registrations:

Exhibit spaces are limited to a maximum of one (1) representative per conference event unless previously approved by PTSF. 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 agreed upon by payment of sponsorship or exhibit. 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 will likely be in the hallways outside of Salons A, B, C, D, and E, which are located just outside of the room where sessions will take place. This will also be the area where breaks and meal buffets will be set up. To prevent a hazard, exhibits cannot extend into the walkways and aisles. Please be mindful of noise as presentations are in session.

- Exhibitors may set up on Monday, October 14, 2024, from 4:00 p.m. to 6:00 p.m. Set up on Tuesday October 15, 2024, may begin at 6:00 a.m. Please note that the exhibit tables are located in a common use area.
 - Display hours will be from 8:00 a.m. to 6:00 p.m. on Tuesday, October 15, 2024, and from 7:00 a.m. to
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1:00 p.m. on Wednesday, October 16, 2024.

- All exhibits must be completely dismantled and removed by 1:00 p.m. on Wednesday, October 16, 2024.

Security:

Exhibitors will be responsible, at all times, for their belongings and exhibit materials.

Exhibit Cancellations:

Exhibitors who must cancel their registration can do so within the following terms. All cancellations must be sent to Courtney Moraites via cmoraites@ptsf.org. Cancellations made before July 1 will receive a full refund. Cancellations received between July 1 and August 1 will receive a 50% refund. Any cancellations made after August 1 will not be eligible for a refund.

Payment:

Sponsors will be charged the price of their sponsorship level. 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 PTSF office by July 1, 2024, by check to be guaranteed a sponsorship opportunity at the conference.

Liability:

It is specifically promised, understood, and agreed between the exhibitor and the PTSF, that the PTSF will not be held liable in any way to the exhibitor for any injuries or damage resulting from any cause. The exhibitor further agrees to provide 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 PTSF 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 PTSF for any damage to floors, walls or equipment used in connection with the allotted space, except reasonable wear and tear. Payment for any damage shall be made directly to the Sheraton Harrisburg Hershey Hotel. Unauthorized use, damage, and/or theft of said materials may result in legal action and immediate dismissal without refund from PTSF.

Promotional Photography:

PTSF 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 PTSF.

Variations:

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 variations of the terms of this agreement, unless in writing and signed by the parties, 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 PTSF, 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 PTSF, and all due paid or contracted to be paid under this contract shall become the property of PTSF as liquidated damages for such breach. In addition, PTSF shall have the right to pursue any action with regard to its legal rights. Failure of PTSF 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 PTSF 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):

PTSF maintains a strong policy of EOE for all employees and applicants for employment. PTSF 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 PTSF.

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.
