



## Rules and Regulations Governing Exhibits & Sponsorships

### Exhibit & Sponsorship Eligibility

The following qualifications are required of all exhibitors and sponsors at the 340B Coalition Winter Conference to be held at the Marriott Marquis San Diego Marina:

1. Products or services displayed/promoted must further the educational purpose of the 340B Coalition Winter Conference to provide an atmosphere conducive to exchanging information and views in a professional manner about pharmacy practice, healthcare, and other matter relevant to attendees.
2. Products or services must be related or of interest to pharmacy practitioners in hospitals and health systems or other related avenues.
3. The Coalition reserves the right, in The Coalition's sole judgment, to determine eligibility or compatibility of any company or its products to exhibit or purchase a sponsorship at this event.

### Use of the Official 340B Coalition Winter Conference Hotel Block

A completed contract for exhibit space must be submitted to 340B Health prior to receiving the link to complete a guestroom block. All reservations must be made through the 340B Housing link. Procedures and rules for reserving blocks will be available during booth and sponsorship selection and must be adhered to. Exhibitors who do not adhere to these procedures may be subject to restrictions at future 340B Coalition meetings, including but not limited to, denial of exhibit space and/or meeting room requests, and ineligibility for conference hotel room rates.

### Assignment of Space

Booth space will be allocated in the sole and exclusive discretion of The Coalition with due regards to the grouping of exhibitors and their position on the priority points list. The Coalition reserves the right, in the best interest of the Exhibits, to relocate booth space other than that selected by the exhibitor. The decision of The Coalition with respect to allocation of booth space will be final and binding upon all exhibitors.

### Exhibit Specifications

The Pacific Ballroom at the Marriot Marquis San Diego Marina has been reserved for the 340B Coalition Winter Conference. The tentative layout of the exhibit hall includes: 10' wide x 10' deep booths that will consist of draped backwalls and siderails, two chairs, one trash can, one table. The Pacific Ballroom is carpeted, and no additional carpet will be provided. In addition to alphabetical aisle banners, a uniform one-line sign will be provided to each exhibitor. **Ceiling height is 16' and includes hang points**; if an exhibitor would like to hang a structure from the ceiling, they are required to contract with Encore AV, the official in-house provider for the Marriott Marquis San Diego Marina. Under the sole judgment of The Coalition and 340B Health, we reserve the right to make changes at any time in the location, size, display limits, etc., of any booth if it is in the best overall interest of the exhibit program.

### Booth Fees

Exhibitor applications will be completed online with three payment options: credit card, check and ACH bank deposit. Choosing to pay with a credit card or ACH bank deposit will result in 100% payment at time of check-out, whereas paying by check will generate an invoice. Final payment for exhibit fees is due **Wednesday, March 1**. Should an exhibitor fail to provide payment by this date, the 340B Coalition has the full authority and discretion to cancel any or all booth space and sponsorship opportunities assigned to the exhibitor. Any payment that is received shall be retained by the 340B Coalition in consideration of the 340B Coalition holding the exhibit

space/sponsorship opportunity for the exhibitor. Exhibitors will not be permitted to install their exhibits, furnish their booths, or receive acknowledgement for their sponsorship until full payment has been received.

## Refund and Cancellation Policy

An exhibitor intending to cancel participation in the exhibit program at the 340B Coalition Winter Conference must notify 340B Health in writing. Cancellation requests provided by Friday, March 3 and they will receive a 50% refund. If an exhibitor withdraws after Friday, March 3 they will pay a cancellation fee of 100% of the full price of their booth(s).

340B Health shall have the unilateral right to terminate this Agreement at any time if the organization reasonably determines that the company has taken action in the 340B space that would be detrimental to any safety net hospital/qualified covered entity's ability to obtain 340B discounts or upon notice of any governmental allegation that the company is in violation of the 340B statute. In the event that 340B Health terminates this Agreement pursuant to the prior sentence, all exhibit payments received will be refunded if cancelled prior to March 3, 2023. Cancellation for any reason after March 3, 2023 will result in full payment of all exhibit booth fees unless 340B Health is able to resell the assigned space. If the full exhibit space reserved is resold 340B Health will refund exhibit payments made less any expenses already incurred for exhibit booth development.

## Set-up & Dismantling

The Pacific Ballroom at the Marriot Marquis San Diego Marina has been reserved for exhibit move in/out during the following days/times:

<b>Move In*:</b>	<b>Sunday, March 26   7:00 am – 10:00 pm</b> <b>Monday, March 27   7:00 am – 10:30 am</b>
<b>Move Out*:</b>	<b>Wednesday, March 29   11:00 am – 4:00 pm</b>
<b>*Subject to change</b>	

Exhibitors are encouraged to measure their booth space prior to set up to ensure the layout matches the space(s) reserved on the floor plan. Additionally, exhibitors should allow enough time to finalize minor booth preparations and display literature and samples, etc., well before the exhibit hours. All exhibits must be operational by 10:30 am, Monday, March 27 after this hour, no installation work will be permitted without special permission from the 340B Coalition. Dismantling or packing of exhibits cannot begin earlier than 11:00 am, Wednesday, March 29; all displays must be removed from the exhibit hall by 4:00 pm, Wednesday, March 29.

## Exhibit Badges

Each exhibiting organization will receive three (3) complimentary badges per 10'x10' booth; additional badges over the allotment may be purchased for \$950 each. Complimentary and additional badges will permit access to the exhibit hall and 340B Coalition educational sessions<sup>1</sup>, including pre-conference workshops<sup>2</sup>. **1)** Please note that some sessions may be restricted to covered entities only and will be designated by stakeholder category. **2)** While there is no charge\* to attend the pre-conference workshops, registration is required to receive the correct designation on the badges; if an exhibitors badge is not marked correctly to indicate workshop attendance, they will be turned away from the session and instructed to register onsite. **\*Unless an exhibitor is an employee of a 340B Health partner and an active Individual Member, there will be a \$150 fee to attend the Professional Development workshop.**

Booths must be staffed by qualified employees of the exhibiting company who are able to explain or demonstrate the products or services on display. Everyone staffing an exhibitor's booth is required to register

and must wear the furnished exhibitor name badge. Exhibitors may not register as guests. All complimentary and exhibitor badges must be submitted via registration form. We will manage all complimentary registrations. Additional registration can be done through the attendee registration portal by March 17. After this date, any changes to exhibit personnel shall be processed onsite at the staffed registration desk. Exhibitors may choose to transfer and/or cancel complimentary and/or additional badges through the online registration system however all changes must be completed by the designated deadline.

**NOTE:** Exhibitors wishing to pay for an **attendee who will not be with their booth or who will be with their booth and not use the exhibiting company's name on their badge** must choose the appropriate rate based on the attendee's stakeholder category. **For example**, if the individual is an employee of a covered entity, provider, or government, they will fall into one of the following rates: nonprofit members of 340B Coalition organizations (institution must be a member of one of the [340B Coalition organizations](#) in order to qualify for this rate) or government/nonprofit health care providers. If the individual is an employee of a for-profit company, they will qualify for the industry rate for health or pharmacy-related companies or firms, other businesses. The rates mentioned above will vary based on the registration date; please refer to [registration costs](#) for the 340B Coalition Winter Conference. If the exhibiting company is a corporate partner, the appropriate discount that they receive as a benefit will be applied (35% for Pinnacle, Diamond, Platinum, Gold, and Silver partners)

## Cancellation

Should the premises in which the 340B Coalition Winter Conference is to be held become unfit for occupancy or should the 340B Coalition Winter Conference be canceled for any reason including but not limited to force majeure, exhibitors and sponsor will receive a full refund of their payments, unless the parties agree to transfer the funds to a replacement or subsequent event. . In the event of such termination, the exhibitor expressly waives all liability of The Coalition and 340B Health, its officers, directors, employees, members, agents, volunteers, service contractors, arising out of, or in any way related to, the cancellation. The exhibitor also releases The Coalition and 340B Health, its officers, directors, employee's, members, agents, volunteers, and service contractors from all claims for damages and agrees that The Coalition and 340B Health shall have no obligation except to refund to the exhibitor the exhibit fee or deposit paid.

## Liability and Security Agreement

By accepting exhibit space, exhibitor agrees that neither The Coalition, 340B Health, its officers, directors, employees, members, agents, volunteers, or service contractors will be liable to the exhibitor or its contractors or agents for any loss, injury, death or damage of any kind arising out of or in any way related to the 340B Coalition Winter Conference. By accepting exhibit space, exhibitor expressly releases The Coalition, 340B Health and their officers, directors, employees, members, agents, volunteers, and service contractors from any and all claims for any such loss, injury, death or damage, including any and all claims for contribution and indemnification. **Exhibitor must have in effect during the conference a general liability certificate of insurance (including both property damage and personal injury coverage) with a minimum of \$1,000,000 per occurrence in coverage from a reputable insurance company. The certificate must list 340B Health and the Marriott Marquis San Diego Marina a limited liability company and their respective members as additional insured. Additionally, the exhibitor shall supply the Marriott Marquis San Diego Marina with certificates of insurance at least 30 days prior to the use of the exhibition premises.** The Exhibitor understands that neither 340B Health nor the **Marriott Marquis San Diego Marina** maintain insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

The exhibitor further agrees to indemnify, defend and hold harmless The Coalition, 340B Health, and each of their respective officers, directors, employees, members, agents, volunteers, and service contractors against all losses, damages, injuries, claims, costs or expenses, including reasonable attorney's fees and other defense costs, settlements and judgments incurred by reason of any claim arising out of or related to exhibitor's operation of the exhibit or its occupation or use of any part of the Marriott Marquis San Diego Marina.

By accepting an assignment of exhibit space, each exhibitor agrees to insure (at the exhibitor's own expense) their materials, goods, wares and exhibits against theft, damage, loss or injury of any kind. The Coalition will provide overnight security service starting Sunday, March 26 and ending Wednesday, March 29. However, by providing security guards, neither The Coalition, 340B Health, its officers, directors, employees, members,

agents, volunteers, service contractors, the Marriot Marquis San Diego Marina and its servicing agents assumes any responsibility for theft, damage, loss or injury of any kind to the materials, goods, wares or exhibits of any exhibiting company. By accepting such exhibit space, each exhibitor agrees that the providing of such security guards in no way modifies the rights and obligations of the parties with respect to the waiver and release of liability and indemnification set forth in this liability and security agreement.

No person has authority to waive, modify or change, in any way, the provisions of this liability and security agreement by means of any oral representation. Any waiver, modification, or other change must be in writing, executed by the Chief Executive Officer of 340B Health. Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Marriot Marquis San Diego Marina, its owners or managers which result from any act or omission of exhibitor.

## **Marriott Marquis Marina Hotel**

The exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of exhibitor's activities on the Hotel premises and will Indemnify, defend, and hold harmless the Hotel, its owner and its management company, as well as their respective agents, servants, and employees from any and all such losses, damages, and claims.

Hotel will not be responsible or liable for any loss, damage or claims arising out of exhibitor's activities on the Hotel's premises except for any claims, loss, or damages arising directly from its negligence unless there is gross negligence on the hotels part. 340B will be responsible to negotiate the contract with its exhibitors. Due to the layout of the Hotel, storage space is not available for display materials and/or show merchandise. At the conclusion of the set-up operation, all related equipment, crates, trash, etc. must be removed from the premises no later than the last day of the exhibit show period.

## **Union Regulation**

To assist you in your planning efforts for the upcoming exposition, we are certain you will appreciate knowing in advance that union labor may be required for certain aspects of your exhibit handling. To help you understand the various union jurisdictions, we ask that you read the following:

### **DECORATORS UNION**

Members of this union claim jurisdiction over all set-up and dismantling of exhibits including signs and laying of carpet. This does not apply to the unpacking and placement of your merchandise. You may install and/or dismantle your exhibit display if one person, who is a full-time employee, can accomplish the task in an hour or less without the use of tools.

If your exhibit preparation, installation, or dismantling requires more than one hour, you must use union personnel supplied by the Official Decorating Contractor.

As an exhibitor, you will be pleased to know that when union labor is required, you may provide your company personnel to work along with a union installer in Southern California on a one-to-one basis.

### **TEAMSTERS UNION**

This union claims jurisdiction on the operation of all material handling equipment, all unloading and reloading, and handling of empty containers. An exhibitor may move the material that is hand carry-able by one person in one trip, without the use of dollies, hand trucks, or other mechanical equipment.

### **ELECTRICAL UNION**

IBEW Electricians jurisdiction covers all electrical labor for each booth including but not limited to, cable distribution under your carpet or flooring, and throughout the booth structure. Included are connections and hardwiring of all electrical equipment (e.g., 208volt and higher services, panels, motors, and A/V equipment), installation of all lighting hung from truss or beams, and distribution of all cabling throughout the booth and truss structures. All stage-hand labor used in the exhibit area will be supplied through Alliance Exposition with

exception of their company representative/supervisor. Unless contracted directly with the in-house AV/Internet provider, all data and coaxial cable run within the booth, overhead, or on the floor will be installed by our electricians. Electrical services are provided on a time and material basis and cannot be performed by other unions, I&D houses or Exhibitors.

### **SAFETY**

Standing on chairs, tables, or other rental furniture is prohibited. The furniture is not engineered to support your standing weight. Alliance Exposition is not responsible for injuries caused by improper use of furniture.

### **TIPPING**

Alliance Exposition request that exhibitors do not tip our employees. They are paid at an excellent wage scale denoting a professional status and we feel that tipping is not necessary.

## **Official Decorator & Drayage Contractor**

The official convention decorator and drayage contractor for the 340B Coalition Winter Conference is Alliance Nationwide Exposition. Two weeks after booth space has been confirmed by 340B Health, Alliance will send the Service Kit login information to the main contact listed on the Exhibit & Sponsorship Application. The Service Kit includes prices on materials, drayage, electrical services, furniture rental, lead retrieval, labor electricity, etc. with a complete list of charges and exhibit information. Additionally, shipment guidelines and deadlines will be provided in the Service Kit.

**NOTE:** Exhibit material/packages/shipments cannot be received at the hotel unless deliveries are made on move-in days. Otherwise, deliveries will be returned to the shipper at the exhibiting company's expense. Exhibit material left in the hotel after the contracted move-out time, or damaged exhibits left behind, will be removed by the official service contractor at the expense of the individual exhibiting company. Any materials left after the official service contractor's departure is considered trash. Please refer to the Service Kit for shipping instructions.

## **Exhibitor Service Desk**

Alliance will provide a service desk in the exhibit hall at which exhibitors may verify, check, and adjust their requirements for installation. This service will be available during the set-up period to cover all requirements and will be in operation during set-up and dismantle period. While Alliance is responsible for the initial layout of the exhibit hall, exhibitors are encouraged to measure their booths to ensure the correct size has been set based on their reserved space(s) on the floor plan. If an exhibitor finds an issue with their set-up, they are responsible for finding a representative from Alliance or contacting the 340B Coalition.

## **General Restrictions**

All exhibits must conform to the [Exhibit Regulations](#). Exhibits, which in the opinion of The Coalition and 340B Health are found to be objectionable, will be prohibited. Exhibitors agree to comply with all applicable federal, state and municipal statutes, ordinances, regulations, and requirements relating to health, fire, safety, and use of the premises. Non-flammable materials must be used. Exhibitors may not use any 340B Coalition Conference or 340B Health logo, the 340B Coalition Conference name, nor in any manner associate any exhibit or any activity with the 340B Coalition Winter Conference without express written consent of 340B Health.

The 340B Coalition reserves the right to accept, reject or condition acceptance of any Participant, in the 340B Coalition's sole discretion, at any time.