



## VIRTUAL BOOTH ORDER FORM

Each company name listing requires a separate virtual booth order form. Payment for virtual booth is non-refundable.

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### VIRTUAL BOOTH RATES

*(must select one prior to adding HPBExpo Connect Sponsorship Opportunities)*

#### Select One:

HPBA Member or First-Time Exhibitor            \$3,700

Non-Member            \$4,700

### BADGE REGISTRATION

*Booth personnel must register for complimentary virtual exhibitor badges to view full platform during event.*

TOTAL DUE:      \$ \_\_\_\_\_

**\*\*NOTE: Payment in full due upon order\*\***

Enclosed is my payment for \$ \_\_\_\_\_ Check made payable to HPBA (US funds/US Bank only)

Apply credit on file in the amount of \$ \_\_\_\_\_

VISA    MC    AMEX      Card Number: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ CVV Code: \_\_\_\_\_ Name as shown on credit card: \_\_\_\_\_

Billing Address & Postal Code: \_\_\_\_\_

Payment Authorization Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I hereby acknowledge that I have received and reviewed and will comply with HPBExpo Connect 2021 Virtual Booth Terms and Conditions (page 2 of this form). It is agreed that these HPBExpo Connect 2021 Virtual Booth Terms and Conditions are incorporated into and made a part of this Virtual Booth Order Form and together form a binding agreement ("Agreement"). I represent that I am authorized to execute this Application and Contract on behalf of the company identified as the exhibitor, and I acknowledge that I am responsible for my company's compliance with the terms hereof.

Accepted for Exhibitor By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### Forms and questions can be sent to:

ANITA DEROUIN | 703-522-0086, ext. 117 | email: [derouin@hpba.org](mailto:derouin@hpba.org)

# HPBExpo Connect 2021 Virtual Booth Terms and Conditions

## 1. APPLICATIONS AND FEES

Applications for rental of virtual booths shall be subject to the approval of HPBA, and HPBA reserves the right to reject applications for virtual space with or without cause if HPBA determines the rejection is in the best interest of HPBExpo Connect. HPBA will contact Exhibitor following submission of the Virtual Booth Order Form if it finds issues with the ability for Exhibitor to facilitate its virtual session or room. Upon acceptance of the Virtual Booth Order Form by HPBA, its contents shall become a legally binding agreement for virtual booth space between Exhibitor and HPBA.

## 2. COST OF VIRTUAL BOOTH

The cost of the virtual booth is noted in the Virtual Booth Order Form. Payment in full is due upon order.

## 3. OPERATION AND CONDUCT

- a. Virtual booths must be staffed or display contact information.
- b. Exhibitor shall not photograph or record video another virtual exhibit or product of another exhibitor unless such photography or videography is approved in writing by the other exhibitor or HPBA.
- c. Exhibitor may not harass or antagonize another party or attendee.
- d. Exhibitor shall not engage in any improper, immoral, illegal or objectionable behavior.
- e. Exhibitor personnel and their contractors must wear appropriate apparel at all times. HPBA reserves the right to make determinations on appropriate apparel. Business or business casual attire is recommended. Exhibitors who are uncertain with regard to compliance with the appropriate apparel are encouraged to consult with HPBA in advance of HPBExpo Connect.
- f. The advertising, promotion, solicitation for, and sale of exhibit space for other industry trade shows not sponsored or endorsed by HPBA is deemed unsuitable and inappropriate, and detracting from the theme and character of HPBExpo Connect. Therefore, such promotion, solicitation, and sales are prohibited.
- g. Exhibitor represents and warrants that it possesses all intellectual property and other rights necessary to display and sell each product displayed in its virtual booth and that no product displayed in its virtual booth infringes the intellectual property or other rights of any third party.

## 4. OBJECTIONABLE DISPLAYS

HPBA reserves the right to reject or terminate exhibit privileges of any Exhibitor including personnel in whole or in part, which because of notice, conduct of personnel, method of operation, materials, violations of HPBExpo Connect rules, or for other causes which HPBA believes are not compatible with the purpose of HPBExpo Connect, or any other reason in the opinion of HPBA, without liability for any refunds or other expenses incurred. If cause is not given, liability shall not exceed the refund to Exhibitor of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for any other stated reason, HPBA shall have no liability for any refund or other expenses incurred.

## 5. CANCELLATION

Exhibitor may cancel or withdraw participation; however no refund shall be made regardless of reason.

## 6. COMPLIANCE WITH LAWS

Exhibitor shall bear responsibility for compliance with any and all local, city, state and federal laws, ordinances and regulations.

## 7. COPYRIGHTED WORKS

Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc. which may be required for it to broadcast, perform or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend, and hold harmless HPBA, its directors, officers, agents, and representatives from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision. The terms of this provision shall survive the termination or expiration of this Agreement.

## 8. CONTENT

Exhibitor acknowledges and agrees that HPBA, in its sole discretion, reserves the right to change any and all aspects of HPBExpo Connect, including but not limited to, the event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time. Any virtual event content will be recorded by HPBA and will be accessible to paid participants.

By offering content in connection with HPBExpo Connect, including the use of Exhibitor's name and logo, Exhibitor automatically grants, and represents and warrants that Exhibitor has the right to grant to HPBA a non-exclusive, perpetual, irrevocable, sub-licensable (through multiple tiers), assignable, fully-paid, royalty-free, and worldwide license to use, copy, modify, adapt, publish, make, sell, publicly display, create derivative works of or incorporate into other works all of such content (in whole or in part), including Exhibitor's name and logo; communicate to the public, distribute (through multiple tiers), perform or display all of such content (in whole or in part), including Exhibitor's name and logo, in any form, media, or technology now known or later developed; and to grant and authorize sublicenses of the foregoing through multiple tiers of sub-licensees, including the right to exercise the copyright, publicity, and any other rights over any of the materials contained in all of such content for any purpose, including without limitation (a) for purposes of advertising and publicity and (b) otherwise to generate revenue or other remuneration. HPBA shall not be limited in any way in the use, commercial or otherwise, of any of such content, and you hereby waive any moral rights (or "droit moral") in or approval rights to, such content. HPBA reserves the express right to incorporate any such content into any further work, in any medium now or hereafter known, without prior consent or review, and without attribution or payment of any royalty or fee whatsoever.

## 9. INDEMNIFICATION

Exhibitor shall indemnify, defend (with legal counsel satisfactory to HPBA), and hold HPBA, its employees, agents, and representatives (collectively "Indemnitees") harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation in the event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this Agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this Agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation, data privacy or similar claims resulting from the actions of Exhibitor; (f) damage to property or the business or profits of Exhibitor, and (g) any claims or demands resulting from or relating to Exhibitor's use of any exhibition space or services. This indemnification provision shall not be construed to seek indemnification for indemnitor's sole negligence, or willful, wanton or intentional misconduct. This defense, indemnity and hold harmless provision shall survive the termination of the Agreement.

## 10. FORCE MAJEURE

Should any circumstance beyond the control of HPBA, including by way of example and not by way of limitation, acts of God and nature, acts of terrorism, actions by governmental authority (whether valid or invalid), fires, explosions, riots, natural disasters, epidemics, disease, wars, sabotage, work stoppage or other labor problem, prevent HPBA from holding HPBExpo Connect as scheduled, HPBA shall be entitled to cancel HPBExpo Connect and terminate this Agreement without penalty, in which event Exhibitor shall be entitled to a pro-rated refund of such portion of its Virtual Booth fee as remains following deduction by HPBA of the expenses incurred up to the time this Agreement is terminated.

## 11. CHANGES

HPBA reserves the right to make any reasonable changes in the rules necessary to insure the health and safety of those in attendance, the Exhibitors, the significance of HPBExpo Connect, and the harmony of operation. Exhibitors shall be advised of any such changes by written bulletin, and such changes shall be binding. If there is any conflict between this Agreement and any subsequent rule changes made by written bulletin, the written bulletin shall control.