

## SPONSOR & EXHIBITOR APPLICATION

The Pulmonary Fibrosis Foundation is pleased to offer sponsorship opportunities to businesses and nonprofits wishing to connect with the pulmonary fibrosis community. We thank you for being an integral part of the PFF Summit 2021. Check the boxes below to select your sponsorship level and any add-ons. Exhibit Space is also available. Please complete and return pages 1 & 2 to [partnerships@pulmonaryfibrosis.org](mailto:partnerships@pulmonaryfibrosis.org).

SPONSORSHIP						
LEVEL		DIAMOND \$125,000		GOLD \$50,000		SILVER \$10,000
EXHIBIT SPACE		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
CLINICAL TRIALS SERIES		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		
SPECIAL EVENT		<input checked="" type="checkbox"/>		\$30,000		\$30,000
ALL-ACCESS PASSES		12		8		4
EXHIBIT BOOTH STAFF PASSES		Unlimited		Unlimited		Unlimited
TOTAL		\$ _____		\$ _____		\$ _____

EXHIBIT SPACE ONLY						
LEVEL		CORPORATE \$3,500		CARE CENTER NETWORK SITE \$2,000		PATIENT ADVOCACY ORGANIZATION \$1,000
ALL-ACCESS PASSES		2		2		2
EXHIBIT BOOTH STAFF PASSES		Unlimited		Unlimited		Unlimited
TOTAL		\$ _____		\$ _____		\$ _____

## SPONSOR & EXHIBITOR AGREEMENT

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**COMPANY** \_\_\_\_\_

(Please provide the company name as you would like to be recognized in print.)

**TOTAL AMOUNT \$** \_\_\_\_\_

**CONTACT NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_

**STATE** \_\_\_\_\_

**ZIP** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**FAX** \_\_\_\_\_

### SECURING PARTICIPATION

The deadline to submit this application to the PFF is August 30, 2021. Payment is due in full by September 13, 2021.

### CANCELLATION POLICY

All cancellations must be submitted in writing and received by the PFF to be official. Please contact Jennifer Mefford at [partnerships@pulmonaryfibrosis.org](mailto:partnerships@pulmonaryfibrosis.org). Sponsors canceling their agreement:

- On or before October 8, 2021, will forfeit 25% of the total sponsorship/exhibitor fee.
- On or after October 9, 2021, will forfeit 100% of the total sponsorship/exhibitor fee.

### AGREEMENT

Our company agrees to participate in the PFF Summit 2021 and to abide by the all rules and regulations for the conference.

For questions about sponsoring or exhibiting at the PFF Summit 2021 please contact Jennifer Mefford at [partnerships@pulmonaryfibrosis.org](mailto:partnerships@pulmonaryfibrosis.org) or **312.546.4105**.

For the Sponsor/Exhibitor:

**COMPANY SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

For the Pulmonary Fibrosis Foundation

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**PRINTED NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

## RULES & REGULATIONS

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### EXHIBITOR PROGRAM MANAGEMENT

- The PFF Summit 2021 Exhibitor Program is managed by the Pulmonary Fibrosis Foundation (PFF). The PFF reserves the right to accept or reject any application for exhibit space at the PFF Summit 2021 at its sole discretion and without exception.

### EXHIBITOR ELIGIBILITY

- All products and services exhibited at the PFF Summit must be directly related to the practice and advancement of research and/or treatment of pulmonary fibrosis. Medical research companies, non-profit organizations, educational institutions, and related businesses are invited to apply to exhibit. Individuals may not exhibit at PFF Summit. Support Groups who wish to exhibit must submit an application with an affiliate medical center. Exhibitors must follow the rules and regulations. The PFF has the right to withhold approval of exhibitor's products and services. At the request of the PFF, an exhibitor shall remove any product or service included in a display for which approval has not been given. Applications from exhibitors who have balances due to the PFF must pay in full before exhibition space is granted. The PFF Summit Planning Committee will determine the final list of approved exhibitors.

### EXHIBITOR SERVICES

- The PFF will assign exhibit space to the sponsors on a first-contracted/paid, first-served basis. The PFF reserves the right to make changes to the exhibit hall floor plan as necessary and at its sole discretion.
- PFF Summit 2021 will have a virtual Exhibit Hall.
- All exhibitor services will be provided by MedScapeLIVE!
- Detailed information for exhibitor services will be provided once exhibitors have been approved and have paid their exhibitor fees
- Any exhibitor who has not turned over assets to the PFF and/or MedScapeLIVE! By October 3, 2021, will be regarded as a no-show and will be terminated unless the PFF has pre-authorized late set-up. No refunds will be provided.

### PAYMENT

- Payment is due in full no later than September 13, 2021. An invoice including payment instructions will be issued by the PFF upon execution of agreement. Companies making payment after September 13, 2021 will be assessed a late fee of 3% of the total amount. No company is allowed to exhibit or participate in the meeting unless full payment has been received.
- The PFF accepts payment by credit card (additional fee), company check, and wire transfer.

### CANCELLATION POLICY

- Sponsors cancelling their agreement: On or before October 8, 2021, will forfeit 25% of the total fee. After October 8, 2021, will forfeit 100% of the total fee.
- All cancellations must be submitted in writing and received by the PFF to be official. Please contact Jennifer Mefford at [partnerships@pulmonaryfibrosis.org](mailto:partnerships@pulmonaryfibrosis.org).

### LIMITS IN LIABILITY

- PFF appoints a third-party platform to host PFF Summit 2021, and PFF shall not be liable for any damages of any kind arising out of or relating to the use of or the inability to use the platform, the platform's content, or links, including but not limited to damages caused by or related to errors, omissions, interruptions, defects, delays in operation or transmission, computer viruses or line failures. PFF shall not have any liability or responsibility for the performance or failure to perform of the platform host, or for any acts, omissions or conduct of any user or other third party. In no event shall PFF be liable to Exhibitor, whether in contract or tort, for any amount in excess of any amounts paid by Exhibitor under the Agreement. In no event shall PFF be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive, or special damages or awards, including but not limited to lost profits.

## RULES & REGULATIONS

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### BADGES AND CONFERENCE ACCESS

- The PFF reserves the right to specify which sessions exhibitors may attend.
- All Exhibitors using the services of an Exhibitor Appointed Contractor (EAC) are responsible for ensuring that EAC staff conform to all Rules & Regulations. Exhibitor must provide a list of EAC staff names to the PFF no later than October 15, 2021. Named EACs will be provided Exhibitor Only Access to the Virtual Platform.

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### INSURANCE

- For the term of the agreement the exhibitor will maintain comprehensive general liability insurance against claims for bodily injury or death and property loss or damage arising from its participation in the PFF Summit 2021.
- Such insurance shall include contractual liability and product liability coverage of \$1,000,000 per occurrence with a \$2,000,000 aggregated.
- The PFF and their members shall be added as additional insureds to such insurance.
- Each exhibitor shall confirm to the PFF such insurance cannot be cancelled or changed prior to the PFF Summit 2021.
- Each exhibitor agrees to provide the PFF a suitable certificate no later than October 15, 2021, verifying that the required insurance is and will remain in force for the duration of the Summit.
- The PFF will bear no liability for personal injuries or illness, whether suffered by an exhibitor, its employees, its contractors, agents or business invitees.
- The PFF will also assume no liability for loss or damage to the property of an exhibitor, its employees, its contractors, agents or business invitees, regardless of the cause, unless such injury or damage results from, or is caused directly or exclusively by, the negligence or wrongful acts of the PFF.

### BOOTH ACTIVITIES & PROMOTIONAL ITEMS

- Exhibitors are permitted to demonstrate company equipment and to make informal presentations regarding the product line or service at their booth.
- NO INVASIVE PROCEDURES OR CONSUMER TESTING ARE PERMITTED AT THE CONFERENCE.
- Attention-getting devices in the form of entertainment, amusement, or demonstrations of non-product items or services must be approved in writing by the PFF by October 4, 2021.
- Scientific posters may not be displayed in commercial exhibit booths.
- No accredited continuing education activity (i.e. for which CME or CEU certification is awarded) may be conducted.
- Prizes, contests and/or lotteries are permitted; however, such activities must be submitted for approval by the PFF in writing by October 4, 2021.
  - ◊ Alcohol will not be permitted as a prize.
  - ◊ Exhibitors are solely responsible for notifying winners.
  - ◊ Gambling devices of any kind are not allowed in the exhibit hall.
- The distribution of surveys or questionnaires is not permitted outside the exhibitor's individual booth.
- Canvassing or distributing advertising materials outside an Exhibitor's booth is not permitted.

## RULES & REGULATIONS

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### ASSIGNMENT AND USE BY OTHERS

- No exhibitor may assign its contract for exhibit space to another, nor permit any other person, firm, or company to use any part of such space.

### DEMONSTRATIONS

- All demonstrations must be confined to the space allowed to each exhibitor.
- Activities that infringe on other exhibits are prohibited.
- Any exhibit deemed not able to meet these requirements may be closed at the discretion of the PFF.

### PRODUCT SAMPLES

- Exhibitors may distribute non-pharmaceutical samples of their listed products and educational materials to Summit attendees.
- Exhibitors wishing to distribute items other than non-pharmaceutical samples or educational material must submit a request in writing, along with a product description and sample to the PFF by October 4, 2021.

### PHOTOGRAPHY & FILMING

- Recording by companies and organizations at the PFF Summit 2021, including sessions, speakers and attendees, is strictly prohibited without the express written consent of the Pulmonary Fibrosis Foundation. Requests must be received by October 4, 2021.
- Recording of another presenter's poster or at an exhibitor's booth (graphics/display or staff) without their permission is strictly prohibited. Photographing or filming during Summit sessions is not permitted.

### ADVERTISING

- All exhibitors must adhere to all applicable regulations, guidelines, and rulings of the FDA.
- The PFF does not endorse or promote any products or services related to an exhibit, and exhibitors cannot suggest otherwise.
- Exhibitors will not use the PFF or PFF Summit logos, trademarks, trade names, or service marks either prior to, during or after exhibiting, unless expressly authorized in writing by the PFF prior to any such use.
- The use of the words "PFF Summit 2021" is permissible when referencing the sponsor's Summit participation in marketing materials for the conference in accordance with PFF guidelines.
- The exhibit is limited to those persons, firms, and corporations that have contracted for exhibit space in the exhibit hall.
- Promotions are limited to the assigned exhibit space.
- No other persons, firms, or corporations will be permitted to demonstrate products, solicit orders, or distribute advertising matter in the exhibit hall.

### MUSIC

- No music of any kind may be broadcast in an exhibit booth unless arrangements have been made by the exhibitor with ASCAP, BMI, or a similar authorized licensing agency.
- Copies of such agreements must be provided to the PFF no later than October 4, 2021.

### REJECTION OF EXHIBITS

- The PFF reserves the right to reject or prohibit any exhibit, proposed exhibit, or part thereof, including without limitation, any person, article, conduct, printed matter, catalog or souvenir that, in the opinion of the PFF, is not suitable to or in keeping with the character of the Summit

### "PRIVATE" SOCIAL EVENTS OR MEETINGS

- Sponsors wishing to conduct a meeting or social event for Summit attendees at any time during the Summit must get PFF approval in writing.
- No social events or meetings will be allowed to occur in conflict with scheduled Summit events.

### AMERICANS WITH DISABILITIES ACT

- The PFF will comply with all ADA regulations throughout the Summit.

## RULES & REGULATIONS

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### ACCME COMPLIANCE REQUIREMENTS

- Exhibitors must abide by the ACCME Standards for Commercial Support.
- Any actions that are not in accordance with the ACCME stated policies may result in the removal of the exhibit company and its representatives from the conference site; in which case, the PFF will not refund exhibit fees.

### INDEMNIFICATION

- The exhibitor shall protect, indemnify, hold harmless, and defend the PFF, its officers, directors, agents, servants, and employees from all such claims, liabilities, losses, damages, and expenses, including attorneys' fees and costs, provided that the foregoing shall not apply to injury, loss, or damage caused by or resulting from the sole negligence or willful misconduct of the PFF, its officers, directors, agents, or employees.
- In the event of failure by the PFF to provide assigned space for any other reason, the PFF shall not be liable for damage, costs, or expense for such failure.

### LITIGATION EXPENSES

- The parties agree that, in the event litigation relating to this agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

### CHOICE OF LAW; VENUE

- This Agreement shall be construed and interpreted according to the laws of the state of Illinois. The parties agree that any suit, action, or proceeding arising out of or relating to this agreement shall be instituted in the federal or state courts of Illinois located in Cook County.

### FAILURE TO HOLD CONFERENCE OR PROVIDE SPACE

- Should the PFF fail to hold its conference as herein provided, or to furnish to exhibitor the space herein described, it shall promptly refund to exhibitor all sums paid hereunder, and such refund shall be accepted by the exhibitor in full settlement of all loss or damage suffered.

### SUBSTITUTION OF SPACE

- If, for any cause or condition beyond the control of the PFF, the space assigned to exhibitor becomes unavailable, exhibitor hereby authorizes the PFF to assign to the exhibitor, in lieu of the space described herein, such space, regardless of size or location in such other location as the PFF may be able to procure for the holding of such exhibitions, regardless of the location thereof.
- Exhibitor shall use and occupy such substituted space at the same fee and under the same terms and conditions as are set forth in this contract, and the PFF shall not be liable to exhibitor for any loss or damage suffered by the exhibitor by any reason of such unavoidable postponement and relocation of the exhibitor.

### SANCTIONS FOR VIOLATION

- If an exhibitor is determined by the PFF to have violated any provision of these rules and regulations, the PFF may impose appropriate sanctions regarding current or future participation in the Exhibit Program.
- The sanction imposed will be determined on the basis of the particular circumstance of each case, but in cases involving major violations the sanctions may include the immediate closing of an exhibit without refund to the exhibitor and/or the exclusion of the exhibitor from any PFF Exhibit Programs.

### INTERPRETATION AND APPLICATION OF RULES AND REGULATIONS

- All matters and questions not specifically covered by these rules and regulations, as well as booth assignments, are subject to the decision of the PFF.