

Exhibitor and Sponsor Prospectus

TERMS AND CONDITIONS

American Association for Geriatric Psychiatry (AAGP) Sponsor and Exhibitor Terms and Conditions

Organizations which seek to participate in the American Association for Geriatric Psychiatry (AAGP) as a sponsor and/or exhibitor, must submit an Application & Contract to AAGP. In doing so, the Company agrees to be bound by the AAGP Sponsor and Exhibitor Terms and Conditions as set forth below and as may be modified by AAGP.

The Company agrees that upon acceptance of the Application & Contract by AAGP, with or without appropriate payment of the exhibition fee and further action by the Company, the Application & Contract and these AAGP Sponsor and Company Terms and Conditions, (collectively "this Contract") shall become a legally binding contract between AAGP and sponsoring/exhibiting company ("Company"). The individual signing the Application & Contract represents and warrants that they are duly authorized to execute the binding Application & Contract on behalf of the Company.

AAGP conducts programs and events including, but not limited to, the 2026 Annual Meeting which is scheduled for April 16 - 20, 2026 in Arlington, Virginia. Each AAGP program or event shall be referred to as an "Event", the location of the Event shall be referred to as the "Facility" and AAGP, together with its management company, contractors, vendors, agents, and representatives shall be referred to as "Event Management".

ELIGIBILITY: Event Management reserves the right to determine the eligibility of any company to sponsor and/or exhibit at any Event and any product or service to be exhibited at any Event and further reserves the right to reject any Application & Contract for any reason, to terminate any Contract and/or limit space or sponsorship opportunities assigned to any company.

INSTALLATION, SHOW AND DISMANTLEMENT: Company agrees to comply with assigned installation, show and dismantle days and hours as outlined in the Exhibitor Prospectus. Exhibits may not be removed from the Facility until final closing of the Event unless special permission is obtained in writing in advance from Event Management. Exhibits must be removed from the Facility when specified in the Exhibitor Prospectus. Any displays or materials left in booths without instructions will be discarded at the Company's expense if necessary.

CANCELLATION, WITHDRAWAL OR REDUCTIONS IN SPACE: Cancellation or reductions in space and refund is subject to the following conditions: Exhibitors shall give written notice of cancellation of any or all its space. If written notice is received more than 90 days prior to show opening, total money paid less a 50% cancellation fee will be refunded to Company; no refunds will be allowed for any cancellation less than 90 days prior to the opening of the Show and Event Management reserves the right to re-sell space with no obligation to Company.

SPACE ASSIGNMENTS AND SUBLEASE: Booth assignments will be made in accordance with the procedures outlined in this Contract. Company shall not assign, sublet, or apportion the whole or any part of the space occupied, or have representatives, equipment, or materials from any entity other than its own company in the exhibit space without the prior written approval of Event Management. Additionally, this Contract may not be assigned, in whole or in part, without the express written consent of Event Management in advance of the Event.

RELOCATION OF EXHIBITS: Event Management reserves the right to alter the official floor plan, and/or re-assign any Company's location as deemed advisable.

CANCELLATION OR CHANGES TO EVENT: If for any reason AAGP determines that the Event must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Company understands and agrees that AAGP shall not refund the exhibit fees paid to it by Company and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of AAGP or its directors, officers, employees, agents or subcontractors. Company understands that it may lose all monies it has paid to AAGP for space in the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Company agrees to indemnify, defend and hold harmless AAGP, Event Management, their respective directors, officers, employees, agents and subcontractors from any and all loss which Company may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside AAGP's control. The terms of this provision shall survive the termination or expiration of this Contract.

USE OF INTELLECTUAL PROPERTY: The AAGP name, logo, and the Event logo, are registered trademarks owned by AAGP (collectively "AAGP Intellectual Property") and are the exclusive property of AAGP. Participation by a Company in the Event does not entitle the Company to use the AAGP Intellectual Property except that the Company may reference the Event and use the Event logo with reference to the Company's participation in the Event. The use of the AAGP Intellectual Property on displays, signs, giveaways, promotional literature or other material is strictly prohibited. Participation in the Event does not imply endorsement or approval by AAGP of any product, service or participant and none shall be claimed by Company.

Company hereby grants to Event Management a limited, non-exclusive, non-transferable, revocable license to use the name and logo of Company and any logos and/or artwork provided by Company in connection with the Event.

COPYRIGHT LAW: No copyrighted music may be played or sung at the Event in any fashion (including, nor limited to, background music on video or audio presentations) without obtaining appropriate licensing. Company shall indemnify, defend and hold harmless AAGP, Event Management, the Facility, their respective officers, directors, employees, and agents from any and all liability whatsoever, for any infringement of or other violation arising out of the use of copyrighted music.

USE OF EVENT PROGRAM CONTENT: Information presented during the Event is the property of AAGP and the presenter. Information may not be recorded, photographed, copied, photocopied, transferred to electronic format, reproduced or distributed without the written permission of AAGP and the presenter. Any use of the program content that includes, but is not limited to, oral presentations, audiovisual materials used by speakers, and program handouts without the written consent of AAGP and the presenter is prohibited.

LIMITATION OF EXHIBITS: Event Management reserves the right to remove or stop any exhibit, exhibitor, or representative whose actions or practices, in the sole judgment of Event Management, are objectionable, unethical, or detract from the professionalism or integrity of the Show. This includes, but is not limited to, behavior that is disruptive or inconsistent with the business purpose of the event or in violation of Show policies. Active selling of products or services on the exhibit floor is strictly prohibited. Exhibits should be educational in nature and promotional activity must be consistent with the scientific and professional character of the event. Event Management also reserves the right to deny access to any exhibit or materials until all outstanding dues and fees have been paid in full. Exhibitors may not host social events, hospitality suites, meetings, demonstrations, or other gatherings that invite Show attendees during times that conflict with the official Show schedule. Any such activities outside of the official schedule require prior written approval from the Convening Organization(s).

MUSIC, AUDIO EFFECTS, PHOTOGRAPHY AND VIDEOTAPING: Music and audio-visual devices with sound are permitted only at such decibel intensity as not to interfere with the activities of other exhibitors. Event Management reserves the right to refuse the use of interfering devices. Photography and video taping other than by official Event Management photographers is not permitted within the exhibit hall. Only the exhibitor may grant permission to have its exhibit and/or products photographed.

APPLICABLE LAWS: This Contract shall be governed by the laws of Arlington, VA. Company agrees to abide by all federal (including but not limited to FDA), state, and city laws, ordinances, and regulations concerning fire safety, health, environment, public safety and hazardous materials, as well as all regulations and restrictions imposed by the Facility. All displays and decorations must be fireproof.

LIMITATION OF LIABILITY: The Company agrees to make no claim for any reason whatsoever against, assumes entire responsibility and hereby agrees to protect, indemnify, defend and save harmless Event Management, Facility, the Event general service contractor, their respective officers, directors, employees, agents and authorized representatives, from claims, losses, damages to persons or property, governmental charges for fines and attorney's fees arising out of or related to the use of the exhibition premises or part thereof, loss, theft, or damage to goods, or injury to themselves, their employees, agents, contractors, Event attendees, or any others during the Event nor for any consequential damage to their business for failure to provide exhibit space or for the failure to hold the Event as scheduled.

INSURANCE: Company acknowledges that neither AAGP nor Event Management maintain insurance covering Company's property and that it is the sole responsibility of Company to obtain business interruption and property insurance covering such losses by Company. All property of the Company is understood to remain under its custody and control in transit to and from or within confines of the Facility. Company shall carry Comprehensive General Liability coverage including premises, operations and contractual liability coverage of at least \$1,000,000 for Personal Injury Liability and \$500,000 for Property, Worker's Compensation with Employer's Liability with applicable statutory coverage and shall name the American Association for Geriatric Psychiatry as an additional insured on each such policy and provide Event Management with certificates evidencing such coverage as may be requested by Event Management.

SECURITY: Although security service will be furnished at the Event, Event Management cannot and will not be responsible for damage to, loss and/or theft of property belonging to Company nor to any of its agents, employees, vendors, business invitees, visitors or guests. Company must carry its own insurance protecting against such claims.

TERMINATION OF RIGHT TO EXHIBIT: Event Management reserves the right to terminate without notice Company's right to exhibit if Company or any of their representatives fail to observe the conditions of this Contract, or in the opinion of Event Management, or they conduct themselves in an unethical or unprofessional manner and Company will be immediately dismissed from the Event without refund.

AMENDMENTS: Event Management reserves the right to make changes, amendments, and additions to this Contract including these terms and conditions.

EXHIBITOR RULES AND REGULATIONS

BOOTH CONSTRUCTION & SHOW SERVICES: Standard booths are limited to 8-foot high background drapes and 3-foot high side drapes. Maximum height of exhibit is 8 feet and may extend only one-half of the booth depth from the back wall. Height in the front half of the exhibit space cannot exceed 4 feet. Booths shall not obstruct other exhibitors or aisles. Booth carpeting (if facility is not carpeted), decorations, furniture, signs and electrical connections are available to the Company through the Event General Service Contractor, who will bill the Company directly. Event Management, AAGP and Event General Services Contractor are not responsible for any service provided by independent contractors. Event Management reserves the right to finish and decorate any unfinished partitions, walls or backs of signs that are exposed to the public and to charge the cost to the Company. Peninsula Booths are not permitted.

EXHIBIT HALL BADGES: Company will receive two (2) exhibitor personnel badges for a tabletop exhibit or for each 8x10 space, these badges allow entry into hall only. Additional exhibitor badges must be purchased for \$50 each. To register for an exhibitor badge, an exhibitor must be an employee with the exhibiting company. All other personnel must pay registration for the Event. Should any Company personnel switch their badge with another person who is not registered for the Event, such action shall constitute a violation of this Contract and cause to terminate this Contract immediately without refund.

BOUNDARIES: All parts of all exhibits must be exhibited within Company's assigned space boundaries. Aisle space is under the control of Event Management.

GENERAL SHOW POLICIES: Noisy or offensive exhibits are prohibited. Distribution of literature or samples must be related to exhibit and distribution limited to within Company's space. Canvassing the exhibit hall is strictly prohibited. No food or beverages may be distributed from Company's space without the pre-show approval of Event Management. Company may not display signs that are not professionally prepared or that in the opinion of the Event Management detracts from the appearance of the Event in any manner whatsoever. Event Management shall have sole control over all admission policies at all times.

CONFERENCE ACTIVITY APPROVAL: Any activity or demonstration planned before, during or after the Event by vendors (including but not limited to exhibitors, sponsors) which involves Event invitees, Event attendees or delegates, or AAGP members, directors or officers must be pre-approved by Event Management in writing in order to maintain the educational integrity of the Event and, if pre-approved by Event Management, may be subject to additional fees.

USE OF DISPLAY SPACE: A representative of the Company must be present at the booth(s) at all times during the posted exhibit hours. The sale of merchandise or equipment of any kind is prohibited in the exhibit hall. Signs or other articles are prohibited from being fastened to the walls, pillars or electrical fixtures. The use of thumbtacks, tape, nails, screws, bolts or any other tool or material which could mark the floor or walls is prohibited. Drip pans must be used under all equipment where there is a possibility of leakage. No helium-filled balloons or adhesive backed stickers may be used or given out by exhibitors.

FDA APPROVAL/CLEARANCE: If Company intends to display, introduce or feature an article whose pre-market approval or clearance is pending from the US Food & Drug Administration, the Company's materials, and the Company's personnel must disclose that such article has not received final FDA approval/ clearance and clearly conveyed the status of such article consistent with such laws, rules and regulations administered by the FDA. The exhibit and any associated materials also must adequately and completely disclose that the article is not currently available for sale or commercial distribution in the US. Company shall indemnify, defend and hold harmless Event Management from and against any and all costs, fees, expenses, penalties, damages and claims arising from Company's failure to comply with all laws, rules and regulations (including those of FDA) applicable to such article (including any law, rule or regulation governing the display, introduction, or advertising of such article prior to final FDA approval/clearance).

TERMS AND CONDITIONS CONTINUED

UNION LABOR: Company is required to observe all union contracts in effect among Event Management, official contractors, facilities and various labor organizations represented. Any labor required for installation or dismantle, decoration or use of equipment must be ordered through the general service contractor. Tipping is strictly forbidden for any personnel providing any services. Company assumes responsibility and agrees to indemnify, defend and hold harmless Event Management, the Facility, their respective owners, managers, subsidiaries, affiliates, employees and agents against any claims or expenses arising out of the use of the exhibition premises by Company, its employees, agents, or contractors.

REFUND POLICY: Refunds will not be issued based on dissatisfaction with actual attendance/engagement numbers for the Event.

ATTENDANCE: Actual attendance/engagement at an Event varies depending on the topic, reputation and quality of speakers/product, and presentation. Event Management makes no guarantee of minimum attendance/engagement.

PHOTOGRAPHY/RECORDINGS: Exhibitors are prohibited from taking videos and photographs of any booths in the Facility other than their own booth. Aerial photography, videography or stunts of any kind by Company, i.e. drones, are strictly prohibited. The Company acknowledges and agrees that Event Management may take photographs/videos which could include images of the Company, its name and logo, its representatives and its exhibits while attending the Exhibition and the AAGP may use such images and recordings in any manner consistent with its mission.

FOOD AND BEVERAGE SERVICE: Company must first obtain approval from the AAGP to provide food service. Upon receiving approval, Company is not permitted to bring outside food into the exhibit halls but may provide food service by arrangement with the venue.

CONDUCT: Company shall ensure that its employees, agents and contractors shall comply with the AAGP's Code of Conduct for the Exhibition.

ANIMALS: No animals are permitted in the Exhibition venue other than service animals.

MINIMUM AGE FOR ADMISSION: Children under the age of 16 are not permitted at the Exhibition at any time. Any attendees arriving with children under the age of 16 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

EXHIBIT SPACE ACCESSIBILITY: EXHIBITORS SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1992 WITH REGARDS TO THEIR EXHIBIT SPACE, INCLUDING, BUT NOT LIMITED TO WHEELCHAIR ACCESS AND ALTERNATE FORMATS OF COLLATERAL MATERIALS. FURTHER INFORMATION REGARDING ADA COMPLIANCE IS AVAILABLE AT WWW.USDOJ.GOV/CRT/ADA/INFOLINE.HTM.

ACCESS TO PERSONAL DATA: In connection with its participation in the Exhibition, Company may have access to the personal data of members of the AAGP or participants in the Exhibition. Company agrees that it shall be solely responsible for compliance with any applicable data protection laws and regulations in connection with such data including, but not limited to, the California Consumer Privacy Act ("CCPA") and the European Union's General Data Protection Regulations ("GDPR").

NO ENDORSEMENT: The exhibiting of services, products, and/or equipment at the Exhibition does not constitute an endorsement by the AAGP. Company is not permitted to and will not represent in any manner that its goods or services have been endorsed by the AAGP or its members, sponsors or attendees.

INABILITY TO EXHIBIT DUE TO CANCELLATION OR INTERRUPTION: Company acknowledges and agrees the AAGP may cancel, delay, shorten, modify the format of the Event for any reason including those beyond its control including, but not limited to, acts of God, shortage of commodities or supplies to be furnished by the facility, infectious or communicable diseases, governmental authority, terrorism, threats of terrorism, or war in the United States. Company understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of the AAGP, its directors, officers, employees or agents. Company understands that it will lose all monies it has paid to the AAGP for Exhibit Space in the Exhibition (no refunds will be given), as well as other costs and expenses it has incurred including, but not limited to, travel to the show, setup, lodging, freight, banners, décor, and employee wages.

USE OF TRADEMARKS: The logo of the Exhibition, the names, acronyms and logos of the AAGP are trademarks of the AAGP. Participation by Company in the Exhibition does not entitle the Company to use such trademarks except that the Company may use the logo of the Exhibition in reference to the Company's participation as an Company at the Exhibition.

DRAWINGS/GAMES OF CHANCE: Exhibitors may conduct drawings, games of chance and raffles during the Exhibition provided they are in compliance with applicable law.

ACTIVITIES OUTSIDE EXHIBIT AREA: Absolutely no exhibits are permitted outside the exhibit area. Company shall not conduct displays, demonstrations, or focus groups in hotel rooms, hotel public areas or other facilities or areas contracted or used by the AAGP unless approved by Event Management.

ANCILLARY EVENTS: Event Management reserves the right to control all suites and meeting rooms in the Exhibition venue and in those hotels participating in the AAGP's room block. These controls have already been set up with each facility. All independent industry-sponsored events, including but not limited to symposia, private functions, focus groups, social events, entertainment, or otherwise affiliated with the Event (each an "Ancillary Event") must be approved by Event Management.

INDEMNIFICATION: Company assumes entire responsibility and agrees to protect, defend, indemnify, and hold the AAGP, the Exhibition venue(s), their respective parents, subsidiaries, affiliates, employees, officers, directors, representatives, members, and agents (collectively "Indemnitees"), from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which any Indemnitee, its officers, directors, employees, and agents, and each of them, may incur arising out of the Company's occupancy and use of the exhibit space, the negligence, gross negligence or willful or wanton misconduct of the Company, its officers, directors, employees, agents, licensees, guests, contractors, or any other person or organization hired by the Company. The term of this provision shall survive the termination or expiration of the contract.

LIMITATION OF LIABILITY: In no event shall the AAGP, the exhibition venue(s), and their owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "AAGP 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 attorneys' fees and costs, arising out of this application and agreement or connected in any way with use of or inability to use the services outlined in exhibitor terms or for any claim by exhibitor, even if any of the AAGP parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Exhibitor agrees that the AAGP parties' sole and maximum liability to exhibitor regardless of the circumstances shall be the refund of the exhibit space fee. Exhibitor agrees to indemnify and defend the AAGP parties from any claims brought by a third party hired by or engaged by the exhibitor for any amount beyond the exhibit space fee. Further, exhibitor agrees to pay all attorney's fees and costs incurred by the AAGP parties arising out of or in any way related to these exhibitor terms. Exhibitor shall be solely responsible for its attorney's fees and costs.

SPONSORSHIP PROGRAM TERMS AND CONDITIONS

NON-EXCLUSIVE: Unless otherwise agreed by the Parties, Company's participation in the Partner Program shall be non-exclusive and, as such, Company acknowledges that AAGP can offer participation in the Partner Program to other companies and organizations.

CREATIVE MATERIALS: AAGP requires review and preapproval of any creative materials, including ads that are included as sponsorship benefits at the Partner Program and in AAGP communications, and reserves the right to refuse creative materials that it deems to be inappropriate, disparaging and not in the spirit of supporting the AAGP collaborative community. AAGP reserves the right to place the word "Advertisement" or words of similar meaning in any Company content.

PROMOTION OF THE EVENT: AAGP shall be responsible for all aspects of the advertising, promotion, organization and coordination of the Event. Further, AAGP reserves the right to refuse Partner's promotion of any product or service to AAGP's membership or network that AAGP determines to be in competition of AAGP's education, publications, services, or products.

SPONSOR BENEFITS: It is understood and agreed by Company that AAGP may make adjustments to the Partner Program benefits for any reason including modification to the dates, hours and format of any AAGP event and, if AAGP deems it necessary, to cancel such AAGP event for any reason. In such event, AAGP shall notify Company of such modification and the alternate benefits that it will provide to Company (which shall be of equal or greater value than those previously offered). The provision of such alternate benefits shall be considered fulfillment of AAGP's obligations under this Contract.

SPONSORSHIP PAYMENT: In consideration for participation as a sponsor, Company agrees to make a payment to AAGP in the amount indicated in this Contract and acknowledges that all payments are non-refundable. This payment shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by AAGP on behalf of Company, or income from a partnership or joint venture. Further, Company shall be liable to AAGP for late fees, interest, collection costs, attorney's fees, and other expenses it may incur in connection with Company's failure to make timely payments to AAGP the cost of all fees and expenses. AAGP also reserves the right to deny Company's participation in future sponsorship opportunities and/or Events.

COMPANY CONDUCT: During any Event, Company, on behalf of itself and its employees, agents, representatives, contractors, and other persons attending or participating in the Event on behalf of Company in any manner (collectively "Company Representatives") comply with AAGP's Code of Conduct. Company Representatives must treat all Event participants with respect and create a collegial, inclusive, and professional environment. Event participants will value a diversity of views and opinions by communicating openly with respect for others. Company Representatives shall not discriminate, harass, or intimidate on the basis of gender, race, gender identity and expression, sexual orientation, physical or mental disability, physical appearance, age, religion, national origin, veteran status, citizenship, or professional rank. Any Company Representative requested to stop unacceptable behavior is expected to comply immediately.

COMPANY CONDUCT: During any Event, Company, on behalf of itself and its employees, agents, representatives, contractors, and other persons attending or participating in the Event on behalf of Company in any manner (collectively "Company Representatives") comply with AAGP's Code of Conduct. Company Representatives must treat all Event participants with respect and create a collegial, inclusive, and professional environment. Event participants will value a diversity of views and opinions by communicating openly with respect for others. Company Representatives shall not discriminate, harass, or intimidate on the basis of gender, race, gender identity and expression, sexual orientation, physical or mental disability, physical appearance, age, religion, national origin, veteran status, citizenship, or professional rank. Any Company Representative requested to stop unacceptable behavior is expected to comply immediately.

COMPANY FUNCTIONS: Any Company which would like to use function space at any of AAGP's contracted hotels or within Facility must first obtain the prior written approval of AAGP for use of such space through info@aagponline.org. Company shall not host any functions during the Event programming or show hours. Further, for any Company which hosts its own function, event, gathering, or other activity (each "Company Event") in connection with the Event, Company shall be solely responsible for any and all damages arising out of or related to such Company Event and shall indemnify, defend and hold harmless Event Management, Facility, their respective officers, directors, employees, agents, and each of them, arising out of any Company Event.

WAIVER BY COMPANY: AAGP makes no representations or guarantees regarding the outcome Company may achieve in connection with the Event including, but not limited to, the number of individuals who will attend any Event or respond to any advertisements. Company hereby waives any and all claims for refund, discount, damages or any other relief related to the nature, quality or location of the Event or response to any sponsorship or advertising opportunity.

AMENDMENTS AND DETERMINATIONS: AAGP requires full cooperation of the Company in observing this Contract. Points not covered in this Contract are subject to the sole determination of Event Management. Company acknowledges that Event Management may amend this Contract or any portion thereof at any time and Company acknowledges that notice of any such amendments shall only be posted on the WEB SITE and not sent directly to Company and that as such Company should frequently check the WEB SITE for the most up to date version of this Contract.

VIOLATIONS: Violations of any provision of this Contract on the part of Company, its employees or agents shall, at the option of Event Management, constitute cause for AAGP to terminate this Contract and/or expel Company from the Event, to render Company ineligible to participate in future sponsor opportunities and/or Events and Company shall forfeit all fees paid.