

# Rules and Regulations Governing PPS Employers

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## **Participation Eligibility**

The following qualifications are required of all PPS employers at the 2017 ASHP Midyear Clinical Meeting and Exhibition to be held at the Orange County Convention Center (the "Meeting"):

1. At least one pharmacy opening to participate and interview at PPS.
2. At least one representative present at the meeting to conduct interviews and meet with potential candidates.
3. Due to the individual employer and candidate focus, recruitment companies, including but not limited to, staffing firms, hiring agencies, executive search organizations, and so forth, are not eligible for participation in PPS.
4. ASHP reserves the right, in ASHP's sole judgment, to determine eligibility or compatibility of any company or its products to participate in the PPS event.

## **Use of Official ASHP Hotel Block**

A contract for exhibit space is required to participate in PPS and must be submitted to ASHP prior to requesting a guest room block. All reservations must be made through the official ASHP Housing Bureau, *O r c h i d E v e n t s*. Procedures for reserving blocks will be available on the official Meeting hotel reservation form and must be adhered to. Exhibitors who do not adhere to these procedures may be subject to restrictions at future ASHP meetings, including but not limited to, denial of exhibit space and/or meeting room requests, and ineligibility for convention hotel room rates.

## **No Sales Policy**

Because of the nature of PPS, solicitation of business, all order taking, selling activity, conferences in the interest of business and similar activity in the PPS hall is expressly prohibited. This policy will be strictly and actively enforced, Violations of this policy may result in, among other things, the shutdown of the violator's booth and/or ejection from PPS.

## **Assignment of Space**

Booth space will be allocated in the sole and exclusive discretion of ASHP with due regard to grouping of employers and date upon which the Contract for PPS Employers (the "PPS Contract") was received. ASHP reserves the right, in the best interest of PPS, to relocate an employer's selected booth space to areas other than that which has been specifically selected by the employer. The decision of ASHP with respect to allocation of booth space will be final and binding upon all employers.

## **Space**

The PPS booth arrangement is shown by the floorplan on the [PPS website](#). Dimensions and location of each booth are reasonably accurate, but only warranted to be approximate. Floorplan revisions will take place periodically. Please refer to our website for an updated floorplan.

## Contract for PPS Booth Space

The PPS Contract must be completely filled out and properly executed online. If the PPS Contract is accepted by ASHP, it shall become legally binding upon both ASHP and the employer with respect to the space assigned and the use thereof, and all other provisions included in both the contract and these PPS Rules and Regulations Governing PPS Employers, including, but not limited to, the booth construction guidelines detailed at the end of this document. ASHP will assign and confirm booth space to the employer.

## Pricing

The employer agrees to the following payment and cancellation terms below:

PPS is sold to employers by the booth. The number of booths that you purchase will determine the number of job postings and interview spaces available to your organization. Each booth includes 2 job listings on the PPS job board.

### Net Pricing per Booth

Before October 23, 2017	On or after October 23, 2017	On-Site
\$1,440	\$2,415	\$2,870

### Group Interview Space Conversion Fee - (minimum 2)\*

Before October 23, 2017	On or after October 23, 2017	On-Site
\$700	\$1,200	\$1,400

**\*Fee is in addition to booth purchase. Must purchase 3 booths to add group space. Please see PPS Booths with Group Interview Setups section for more information**

### Payment:

- Full payment is due upon reservation of your booth space.
- Credit card payment at time of purchase is preferred.
- If a PPS employer must be invoiced, they must submit a written request to ASHP for approval. ASHP must receive payment on all invoices before PPS opens on December 3, 2017.

### Cancellation Penalties:

- Before October 23, 2017: 50% of PPS Booth Fee
- On or after October 23, 2017: 100% of PPS Booth Fee

Any booth reserved must be paid in full by the employer at the time of submission of the contract, unless ASHP has agreed to invoice the employer as provided herein. Should an employer fail to make any payment when due, ASHP has the full authority and discretion to cancel any and all booth space assigned to the employer. In such cases, any payment submitted

with the PPS Contract shall be retained by ASHP in consideration of ASHP holding the booth space for the employer. Employers will not be permitted to install or furnish the booth until full payment of the booth purchase fee and the Group Interview Space Conversion Fee, if any, have been paid. Payments to ASHP are not deductible as charitable contributions for federal income tax purposes. However, they may be deductible under other provisions of the Internal Revenue Code.

### **Activity within PPS**

Any activity within PPS, including, without limitation, distribution (free of charge or otherwise) of any literature, product, or any other item must conform to the educational and professional nature and character of the Meeting, and be in compliance with state and federal laws. ASHP reserves the right to prohibit and require immediate cessation of any activity or distribution that, in ASHP's sole and absolute discretion, is determined not to conform to the nature of PPS. ASHP will provide advance approval of activities and items upon request of an employer. ASHP's decision to prohibit and require cessation of any activity will be at the sole and absolute discretion of ASHP and will be final.

Contests, lotteries, raffles, or games of chance are strictly prohibited unless preapproved in writing by ASHP. The rights and benefits hereunder are personal to employers and may not be assigned without the express written consent of ASHP. All PPS employers must conform strictly to these Rules and Regulations. ASHP reserves the right to restrict anything in or related to the booth that might be considered undesirable. This restriction includes, but is not limited to, specific items, conduct, dress of personnel, printed matter, or anything that ASHP deems objectionable to the PPS program or the Meeting as a whole.

### **PPS Employer Badges**

ASHP will no longer provide unlimited PPS only badges to each PPS employer. Beginning in 2017, an employer will receive 1 complimentary PPS-only badge per booth. That badge can only be assigned to a verified Human Resources representative, administrative professional, or recruiter. All other booth representatives will need to be equipped with a Meeting badge before entering the PPS hall. Pre-registration by booth representatives is strongly encouraged to expedite their participation in PPS.

### **Termination of Meeting and PPS Booth Space**

If, in the sole judgement of ASHP, the premises in which the Meeting is to be held become unfit for occupancy, or should the Meeting and PPS be materially interfered with by reason of weather, strike, picketing, boycott, embargo, injunction, war, riot, emergency declared by a government agency, or any other act beyond the control of ASHP, the PPS Contract may be terminated by ASHP. ASHP will not incur any liability for damages sustained by employers as a result of such termination. In the event of such termination, the employer expressly waives such liability and releases ASHP from and against all claims for damages and agrees that ASHP shall have no obligations except to refund to the employers a pro-rated share of the aggregate amount received by ASHP (as rental for PPS booth space for said booth), after deducting all costs and expenses in connection with such space, including a reasonable reserve for claims,

such deductions being hereby specifically agreed to by the employer.

### **PPS Employer Withdrawal or Booth Downsizing**

Withdrawal by any PPS employer will not be accepted unless written notice of such withdrawal has been received by ASHP. For any PPS employer who withdraws prior to October 23, 2017, fifty percent (50%) of the booth fee is refundable. Any PPS employer who withdraws on or after October 23, 2017 shall forfeit one hundred percent (100%) of the full price of the employer's PPS booth(s) fee.

### **Installation of PPS booths**

The Orange County Convention Center has been reserved for employer setup on Saturday, December 2, 2017 from 12:00 p.m. – 5:00 p.m.

\*Days and hours are subject to change

Bringing display panels, literature, and give a-ways for your booth is acceptable. These may be delivered via the PPS employer contractor, Shepard Exhibition Services, and will be delivered to your booth. Information on how to arrange for shipping and other booth services will be available online in September. All materials used in the booth are the responsibility of the employer, and ASHP is not responsible for their safekeeping.

### **Contract Labor**

PPS employer may use contractors other than the official PPS booth contractor to set up, erect, and dismantle exhibits if, at least thirty (30) days prior to the first official move-in day, the employer provides to ASHP a written statement of authorization for each such contractor in which the employer gives the name and address of each contractor and lists the name of the supervisor who will be in attendance; assumes all responsibility for the acts of its contractors and holds harmless ASHP, SPARGO, Inc., Shepard Exposition Services and the Orange County Convention Center for any loss or damage, including reasonable attorney's fees arising from any act or omission of its contractors and further holds harmless ASHP, SPARGO, Inc., Shepard Exposition Services and the Orange County Convention Center from an injury to property of the contractors and the contractors' employees, subcontractors, agents, and servants; guarantees compliance with any and all laws, ordinances, or regulations, and all union and convention center requirements; and guarantees all work will be coordinated through and subject to the direction of the official exhibit contractor to ensure orderly workflow. Employers must have onsite, and provide to the official PPS booth contractor, certificate(s) of insurance for their contractor(s), naming the Orange County Convention Center, SPARGO, Inc., Shepard Exposition Services and ASHP as additional insureds. This insurance shall afford immediate defense and indemnification, and the limit of the coverage must be no less than \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Contractors must strictly comply with the foregoing or they will not be permitted on the premises.

PPS Hours:\*

Sunday, December 3	7:30 a.m. – 5:00 p.m.
Monday, December 4	7:30 a.m. – 5:00 p.m.
Tuesday, December 5	7:30 a.m. – 5:00 p.m.
Wednesday, December 6	7:30 a.m. – 5:00 p.m.

\*PPS hours are subject to change.

### **Staffing of PPS Booths**

Employer assumes all responsibility for its booth personnel, employees, contractors, servants, agents, and for all persons admitted to the PPS area using its designated badge. All employers are responsible for informing their own personnel and authorized representatives of these rules and regulations.

### **Music**

Employers shall not play or perform any music at any time. Notwithstanding the foregoing, the employer represents and warrants that no musical work protected by copyright will be staged, produced, or otherwise performed, via either “live” or “mechanical” means, by or on behalf of the employer at the convention unless the employer has previously obtained written permission from the copyright owner or the copyright owner’s designee (e.g., ASCAP, BMI, SESAC) for such use. The employer further represents and warrants that it shall be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including, but not limited to, all obligations to report data and to pay royalty fees. Employer agrees to indemnify, save, and hold harmless ASHP and its directors, officers, agents, employees, and each of them, from and against any and all claims, costs, and expenses (including legal fees and expenses) demands, actions, and liabilities of every kind and character whatsoever with respect to any breach of the foregoing representations and warranties.

### **PPS Employer Contractor**

Shepard Exposition Services  
10474 Armstrong Street  
Fairfax, VA 22030

A PPS employer service kit is available with more information.

### **Care of PPS Booth Space and Premises**

The PPS employer, at its own expense, shall take good care of its PPS space, not deface or mar said premises, and will keep and maintain the aforesaid premises in good order at all times. Decorations may not be taped, nailed, tacked, or otherwise fastened to the ceilings, painted surfaces, columns, fabrics, or walls. Employers may not distribute adhesive-backed decals/stickers inside the Orange County Convention Center or on the premises. Electrical or any other mechanical apparatus must be muffled so noise does not interfere with other employers. Employers will not mar, deface, or otherwise damage any area or equipment of the

### **Safety**

No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper shall be used at any time. All packing containers, excelsior, and wrapping paper are to be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, silken, or any other cloth decorations must stand a flameproof test as prescribed by the fire ordinance of the City of Orlando, FL, Orange County Convention Center. Volatile, explosive, or other flammable matter or any substances prohibited by the law or insurance carriers, are not permitted on premises. All electrical equipment must meet applicable National Electrical Codes and Convention Center requirements. Electrical fixtures and fittings must be UL listed and so marked. Access to public elevators and escalators must not be blocked at any time. Utility panels, switchgear, fire hose cabinets, standpipes and fire extinguishers must remain visible and accessible at all times. Decorations may not block exit doors, fire extinguishing equipment, sprinklers, or emergency lighting systems. All decorating materials must be constructed of flameproof material or treated with an approved flame proofing solution. Employers may not use helium balloons, compressed gas, heaters, heating devices, or motorized vehicles without the express written consent of ASHP and the Orange County Convention Center.

### **Children**

Due to health and safety considerations, children under the age of 16 will not be admitted to the PPS program.

### **Limitation of Liability**

ASHP, Shepard Exposition Services, the management of the Orange County Convention Center, and the officers, directors, agents, employees, contractors, and assignees of any of the aforesaid parties will not be responsible for any loss, injury, or damage whatsoever or howsoever arising, which may occur to a PPS booth, employer or to its agents, or employees, or to its contractors and its agents and employees, or to the property or wares of the employer, arising from any cause whatsoever, in connection with PPS. Each employer expressly releases ASHP and the above-named parties from any and all claims for any such injury, loss or damage.

### **PPS Employer Representative's Responsibility**

ASHP, Shepard Exposition Services, the management of the Orange County Convention Center, and the shareholders, officers, directors, employees, contractors and assignees of any of the aforesaid parties will not be responsible for any injury, loss, or damage whatsoever or howsoever arising, which may occur to employer or to employer's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the Meeting or PPS program. By signing the PPS Employer Contract, employer expressly, voluntarily, and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless ASHP, Shepard Exposition Services, the management of the Orange County Convention Center, and the shareholders, officers, directors, employees and

contractors of the aforesaid parties, from and against any and all claims and liabilities arising out of, or in any way related to, the acts or negligence of employer, or any of the employer's agents, employees or representatives.

### **Insurance**

PPS employers must adequately insure their activities, materials, goods, wares, and exhibits against theft, damage, loss, or injury of any kind and must do so at their own expense. ASHP, Shepard Exposition Services and the Orange County Convention Center shall not be responsible for any loss (howsoever caused) to any property of any employer. Employers are solely responsible for their own actions and all actions of their employees, personnel, representatives, agents or contractors during the Meeting.

The employer shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name ASHP, Orange County Convention Center and Shepard Exposition Services as additional insureds. During the term hereof, the employer shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of employer's employees engaged in the performance of any work for employer. All property of the employer is understood to remain under its custody and control in transit to and from the confines of the hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to ASHP Show Management or its agent or representative within three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

### **Security**

ASHP will provide security guard service throughout the entire meeting, including the official periods of PPS setup. The furnishing of such service is in no case to be understood or interpreted by employers as guaranteeing them or the content of their booth against loss or theft of any kind. For additional security services, please contact the official security contractor for the meeting. Information about these services is contained in the service kit.

### **Use of ASHP Logo**

Employers shall not use the ASHP logo, the name of ASHP, or in any manner associate any of its activity during the Meeting with ASHP without the express prior written and personal consent of ASHP.

### **Food and Beverage**

Certain packaged foods and nonalcoholic beverages may be distributed by exhibitors from their exhibit space. Companies wishing to serve food and beverages must complete the Request for Approval of Giveaway Form available through the online ASHP Exhibitor Resource Center by Friday, October 27, 2017. All food and beverages must be purchased through Centerplate, the



Orange County Convention Center's exclusive catering vendor

In an effort to maintain a clean and organized PPS hall, employers who will be providing food and beverage/hospitality in their booth must order porter service. Porter Services is provided exclusively by our general services contractor, Shepard Exposition Services.

Employers need to be aware of the ASHP policy regarding the consumption of alcoholic beverages: "That alcohol is a drug and should be used with the respect and concern afforded to any drug; that pharmacists should extend their professional obligations and responsibilities to alcohol use by individuals and themselves; that pharmacists have an obligation to ensure that, if consumed, alcohol is used only responsibly; that pharmacists, by example in their personal conduct, should foster awareness of the nature of alcohol and responsible use of alcohol by those who choose to use alcohol; and that ASHP and its members continue to support and foster impaired- pharmacists programs as a means of providing opportunities for such individuals to rehabilitate themselves."

### **Smoke-Free Environment**

ASHP monitors state and city laws related to smoking bans, and consider meeting locations that have enacted smoke free regulations for public areas. The Meeting is a smoke free area.

### **Picture Taking, Videotaping/Audio taping**

Employers are not permitted to photograph, audiotape or videotape sessions or PPS booth activity during the Meeting without express approval from ASHP.

### **Helium Balloons/Lighter-than-Air Objects**

The use of helium balloons and/or lighter-than-air objects is prohibited in PPS.

### **Other Rules and Regulations**

All rights and privileges granted to PPS employers are subject to and subordinated to a master lease between ASHP and the Orange County Convention Center and its policies, rules, and regulations. This agreement provides a personal right to the employer and creates no interest or estate in the Orange County Convention Center or its equipment or facilities.

Employers will comply with all applicable Federal, State and municipal statutes, ordinances, regulations, rules, and requirements including without limitation laws applicable to patents, copyrights, and trademarks and all rules and regulations of the Orange County Convention Center. Employers will not discriminate against any person on account of race, color, ancestry, religion, national origin, age, gender, sexual preference, sexual orientation, gender identity, marital status, family status, genetic status, pregnancy, parenthood, political affiliation, veteran's status, or any other protected status.

For purposes of these Rules and Regulations the following terms have the following meaning: "The Orange County Convention Center" includes and means the Orange County Convention Center PPS Hall; which is engaged in business as the Orange County Convention Center, its

respective directors, trustees, officers, employees, members, and agents.

“ASHP” includes and means the American Society of Health-System Pharmacists (ASHP), and its directors, officers, employees, agents, members, and contractors.

The Rules and Regulations Governing PPS Employers may be amended by ASHP and such amendments are hereby made an integral part of and incorporated by reference into the PPS Contract and shall be deemed to have the identical effect as if set forth in full in the contract. All points not specifically covered are subject to the decision of ASHP.

## **Booth Construction and Design**

### **Arrangement of PPS Booths**

Every employer will receive one private space to conduct interviews with each booth purchased. Individual PPS booths are 12' x 8', made of pipe and drape and include a table with 7 total chairs inside. The booth will be split into two 6' x 8' parts. The front is a tabletop with chairs for company branding and/or a welcome area, while the back is a private room to conduct interviews. All employers will receive a numbered booth assignment and a corresponding sign. Booth numbers will be published online, in the printed PPS list book and accordingly on directional signs throughout the hall.

Employers are encouraged to bring their own signage and displays. ASHP cannot accommodate additional booth and chair requests onsite. If you need additional booths please order them in advance.

All space is provided for the entirety of PPS for set up on Saturday and interviews from Sunday through Wednesday.

### **PPS Booths with Group Interview Setups**

ASHP allows PPS employers to customize their booth to enable space for group interviews. In order to qualify for the group interview set up, employers must secure a minimum of 3 booth spaces in the PPS hall and be located at the end of an aisle. A minimum of 2 booths can be transformed into a group interview space by removing all pipe and drape inside of the booth areas, creating an open room with round tables and chairs. Each employer hosting a booth containing group interview space must have one standard booth in addition to the group space.

### **Facility Fire/Safety Guidelines**

The Orange County Convention Center has established guidelines regarding acceptable booth configurations from a safety standpoint. It is the responsibility of each employer to insure compliance with all Facility Regulations.

### **Lighting**

PPS employer lighting must be limited to the confines of the booth space. Lighting that projects onto another employer's space or ASHP aisles or otherwise detracts from the professional atmosphere of the event will not be allowed. Island booth employers that wish to have facility lights turned off that are within the confines of their booth space must submit requests in writing to ASHP.

No requests will be granted to turn off lights which project over aisle space or other employers' booths. The employer is responsible for any lighting costs related to installation and dismantle, including any lights which may be denied approval on-site due to infringing on ASHP aisles, or other areas outside the employer's booth space, etc.

### **Signs**

Only professionally printed signs are allowed inside PPS.

### **Booth ID Signs**

A 7" by 44" identification sign with company name and booth number will be provided for all linear booths at no charge.

Updated August 3, 2017