

## AHRMM19 Exhibitor Contract and Application



Please complete (type or print clearly) all sections and make a photocopy for your records. This Application (the "Application") is subject to and part of the Contract Conditions, Rules and Regulations (the "Rules and Regulations") and together with this Application (the "Agreement").

### Contact Information

Company: \_\_\_\_\_  
 Company Contact Person: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

### Company Information

Please print all information below as it should appear in the Mobile App if different than above. Please limit company name to 500 words or less (including spaces).  
 Company: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Website: \_\_\_\_\_

### Priority Points

Applications received onsite at AHRMM18 will be assigned utilizing the Priority Point System outlined in the Rules and Regulations on the basis of Priority Points previously earned by applicant and applicable to the upcoming Annual Conference as described in the Rules and Regulations. Applications received after August 22, 2018, if accepted by AHRMM, will be assigned on a first-come, first-served basis. If your company has been through a merger and/or name change in the past three years, please provide your previous company name to be considered for priority space assignments:

\_\_\_\_\_

### Booth Space

AHRMM will make every effort to accommodate your booth preferences and requests, but cannot guarantee them.

### Location Preferences

Please list any company(s) you would like to be next to or across the aisle from:

1st \_\_\_\_\_ 4th \_\_\_\_\_  
 2nd \_\_\_\_\_ 5th \_\_\_\_\_  
 3rd \_\_\_\_\_ 6th \_\_\_\_\_

Please list any company(s) you do not want to be in close proximity to your booth:

\_\_\_\_\_

\_\_\_\_\_

### Booth Package Details

Each 10'x10' package includes:

- 8' back drape, 3' side drape in show colors
- One (1) ID sign
- One (1) full conference and three (3) exhibit staff registration badges
- One (1) mobile app listing

Each 10'x10' booth space is required to provide floor covering at the exhibitors expense. Additional furniture may be ordered at the exhibitors expense provided it remains in line with AHRMM Show Rules and Regulations.

### Booth Type

In-Line  Corner (\$300 extra charge)  Island  Peninsula

### Payments

A 30% deposit of the total space rental charges must be received no later than 30 days from the invoice date. Booth space will be subject to release if not received by this time. Full balance of space rental charges will become due and payable on January 18, 2019. Applications received after this date must include full payment. See more payment details in the Contract Conditions, Rules & Regulations.

Total Number of Booths \_\_\_\_\_ at \$3,175 per 10' x 10' booth

Total Number of Square Feet \_\_\_\_\_

Corner Booth Fee (if any) - \$300 per corner

**Total Booth Fee \$** \_\_\_\_\_

Required 30% Deposit Enclosed (or, if being submitted on or after January 18, 2019, required full amount enclosed)

\$ \_\_\_\_\_

### Payment Type

- Check (No. \_\_\_\_\_) payable to AHRMM19-31408-3510  
 Credit Card (Options for submitting payment via credit card will follow in your invoice)

### Authorization

I am an authorized company representative (named above) with the full power and authority to sign and deliver this application. The company listed on this application agrees to comply with all of the policies, rules, terms, and regulations contained in the Agreement, including in this Application, and all policies, rules, terms, and regulations adopted after publication of the original Exhibitor Rules and Regulations and this Application, which we accept as part of our agreement with AHRMM. I further acknowledge that AHRMM reserves the right, in its absolute discretion, to reject this Application. This Application (and the Exhibitor Rules and Regulations) shall not become a binding contract until fully executed by us and accepted by AHRMM in the manner set forth in the Contract Conditions, Rules & Regulations.

Print Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

### SUBMIT YOUR EXHIBIT APPLICATION VIA

- ✓ MAIL AHRMM 75 Remittance Drive, Suite 1272, Chicago, IL 60675-1272
- ✓ SCAN & EMAIL [snarug@aha.org](mailto:snarug@aha.org)
- ✓ FAX (312) 673-6575

# AHRMM19 EXHIBITOR CONTRACT AND APPLICATION

## 1. Exhibitor Rules and Regulations

By applying for exhibit space, a company agrees to adhere to all of the terms and conditions of these Contract Conditions, Rules and Regulations (the "Rules and Regulations") and of the 2019 Exhibitor Contract and Application (the "Application" and together with the Rules and Regulations, the "Agreement"). AHRMM requires the full cooperation of the exhibitor in their observance. Please be sure that your promotional department or anyone else involved in the arrangements for your exhibit has a copy of the Agreement.

## 2. Sponsorship/Purpose

AHRMM's 57th Annual Conference & Exhibition (hereafter, the "Annual Conference") is sponsored by the Association for Health Care Resource & Materials Management (AHRMM) of the American Hospital Association (AHA). The purpose of the exhibiting is to complement the professional meetings and education sessions by informing and educating registrants on the latest developments in the health care industry, related technologies, systems, equipment, products, and services.

The term "AHRMM" used in this Agreement shall mean the Association for Health Care Resource & Materials Management of the American Hospital Association (AHA) and as the context may require, its employees or agents, duly acting for AHRMM in the management of the Annual Conference.

## 3. Official Show Management

SmithBucklin will orchestrate management of AHRMM's Annual Conference and be known as AHRMM Show Management. SmithBucklin is responsible for assigning exhibit space and managing onsite logistics. SmithBucklin acts as a liaison between AHRMM and the exhibitors and official show contractors. If you have any questions about your exhibit booth, contact SmithBucklin directly.

Smith Bucklin  
330 N. Wabash, Suite 2000  
Chicago, IL 60611  
Phone: (312) 673-5974  
E-Mail: AHRMM@SmithBucklin.com

## 4. Exhibit Space Cost

Exhibit space will be rented at the rate of \$31.75 per square foot, or \$3,175 per 10'x10' booth. A \$300 per corner surcharge will be levied for all corner booths. All spaces are sold in 10' x 10' increments. This rate includes:

- 7' x 44' booth identification sign
- Pipe and drape for in-line and perimeter booths

You must pay to AHRMM a deposit equal to 30% of the total space rental charges no later than 30 days from the invoice date in the manner set forth on the invoice. AHRMM (or SmithBucklin, on AHRMM's behalf) may invoice you for this deposit any time after AHRMM (or SmithBucklin, on AHRMM's behalf) receives and accepts a completed 2019 Exhibitor Contract and Application from you. The full balance of space rental charges must be received by AHRMM no later than January 18, 2019. All payments shall be made to AHRMM in the manner specified on the Application. If any of the above payments is not made in accordance with the above terms and conditions, AHRMM will be under no obligation to you under this Agreement or otherwise, meaning among other things that any space previously reserved for you will be subject to release in AHRMM's sole discretion without notice and without any further obligation of any kind by AHRMM. Any contract submitted is binding and full payment of space is expected even if space is released due to payment delinquency. Applicants who submit applications that are received after January 18, 2019, ("Late Applicants") must include full payment to be considered for acceptance and, if accepted by AHRMM, any such payment shall be non-refundable. Each Late Applicant understands and agrees that even if the Late Applicant is accepted as an

exhibitor for the Annual Conference and given booth space (a decision which shall be in AHRMM's sole discretion), certain benefits of timely applications, such as inclusion in AHRMM's promotional materials for the Annual Conference, may not be provided to the Late Applicant notwithstanding that such Late Applicant has made payment in full.

## 5. Space Assignment

Exhibitors shall identify their ideal exhibit space locations as further set forth on the Application attached to these Rules and Regulations. Exhibitors are encouraged not to concentrate all space choices in one area of the floor plan. While AHRMM will endeavor to accommodate exhibit space location requests, final decisions over exhibit space locations are solely within the discretion of AHRMM. The priority point system outlined below will be used to assign exhibit space for the Annual Conference for Applications received onsite at AHRMM18. AHRMM reserves the right to extend this deadline. After this deadline, space will be assigned if an application is accepted by AHRMM on a first-come, first-served basis.

Points:

- 1 point - Sponsorship(s)\* valued up to \$5,000
- 2 points - Each booth purchased for 2017 show
- 2 points - Each previous consecutive AHRMM event in which your company has participated as an exhibitor.
- 2 points - Sponsorship(s)\* valued from \$5,001 to \$10,000
- 3 points - Sponsorship(s)\* valued from \$10,001 to \$15,000
- 4 points - Sponsorship(s)\* valued from \$15,001 or more

\*Sponsorship points applied to space assignments for the 2019 Annual Conference are those sponsorship points earned from sponsorships purchased for the 2018 AHRMM Conference. Sponsorship points earned for Sponsorships purchased for the 2019 Annual Conference will be applied to the 2020 AHRMM Conference.

If there is a priority point tie, space will be assigned on first-come, first-served basis during assigned time. Because it is nearly impossible to contact all exhibitors for new selections of booth space, AHRMM reserves the right to assign the next most suitable space when the requested space is not available. AHRMM also reserves the right, at its sole discretion to modify the floor plan to accommodate space sales or to avoid conflicts, and should conditions dictate, AHRMM reserves the right to adjust the floor plan and relocate exhibit booths as necessary.

## 6. Reduction of Space & Cancellations

**Reduction of Space:** If a notice requesting reduced space is received on or prior to January 18, 2019, AHRMM will refund only 30 percent of the total cost for the reduced space. So, for example, if an exhibitor purchases three booths at a cost of \$3,175/booth for a total cost of \$9,525, and then timely sends a notice to AHRMM reducing by one booth (from three to two booths), then AHRMM would send the exhibitor a refund in the amount of \$952.50 (i.e. 30% of the total cost of the one booth reduced). If notice is received after January 18, 2019, no refunds are issued on reduced space.

**Cancellation of Space:** If an applicant notifies AHRMM in writing on or before January 18, 2019, of its decision not to participate in the Annual Conference and requests a refund, a refund shall be given on all amounts paid by that applicant for booth space except for the 30% deposit for each booth which AHRMM shall retain. After January 18, 2019, AHRMM will not issue refunds on any amounts paid for booth space.

All reduction and cancellation notices must be in writing and sent via a delivery service which provides confirmation of delivery (i.e. FedEx, UPS, etc.) to the AHRMM Exposition Manager at the following address:

AHRMM  
ATTN: Exposition Manager  
330 N. Wabash, Suite 2000  
Chicago, IL 60611 USA

Notwithstanding the foregoing, cancellation notices may also be sent via email, addressed to AHRMM@SmithBucklin.com, provided that the cancelling exhibitor obtains confirmation of AHRMM's receipt of the email on or before the cancellation deadline.

No-shows will be treated as cancellations starting at 9:00 am on Monday, July 29, 2019. Any exhibit space not installed by 9:00 am may thereafter only be set-up at the sole discretion of AHRMM, and all expenses will be charged to and payable by the exhibiting company. In the best interest of the exhibitors, AHRMM reserves the right, in its sole discretion, to reassign any no-shows or un-set exhibit space after 9:00 am. There will be absolutely no refunds whatsoever and all space contracted for must be paid in full, even if AHRMM re-assigns no-show or un-set exhibit space to a paying exhibitor.

If for any reason beyond AHRMM's control, the Annual Conference must be cancelled, shortened, delayed, or otherwise altered or changed, exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of AHRMM or AHRMM's directors, officers, employees, agents, or subcontractors. Exhibitor understands that it may lose all monies it has paid to AHRMM for space and/or sponsorship in the show, as well as other costs and expenses it has incurred, including travel to the show, setup, lodging, freight, employee wages, etc.

Exhibitor, as a condition of being permitted by AHRMM to be an exhibitor at the Annual Conference, agrees to indemnify and hold harmless AHRMM and AHRMM's directors, officers, employees, agents, and subcontractors from any and all loss which exhibitor may suffer as a result of show cancellation, duration, delay, or other alterations or changes caused in whole or in part by any reason outside AHRMM's control.

## 7. Suitability of Exhibits & Retail Sales

Notwithstanding any other provision in the Agreement, AHRMM reserves the right to determine the eligibility of any exhibitor for inclusion in the Annual Conference and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of AHRMM, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. The foregoing prohibition relates to persons, conduct, articles or merchandise, printed materials, souvenirs, catalogs and any other items, without limitation, which reflect the character of the exhibit.

No retail sales, where payment is received and product delivered, are permitted within the exhibit area at any time. Payment and/or orders may be taken for future delivery.

## 8. Intellectual Property Matters

The exhibitor grants AHRMM a fully paid, irrevocable, non-exclusive worldwide license to use the exhibitor's name and logo in any or all of the promotional materials – both online and in print – or in any other materials related to the Annual Conference. This license shall survive termination or expiry of the Agreement. The exhibitor represents and warrants to AHRMM that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by exhibitor) or other intellectual property rights of any third party. The exhibitor agrees to immediately notify AHRMM of any information of which exhibitor becomes aware

regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The exhibitor agrees to indemnify, defend, and hold AHRMM, its agents, successors, and assigns harmless from and against all losses, damages, and costs (including reasonable attorneys' fees) arising out of or related to claims of infringement of the trademarks, copyrights, and other intellectual property rights of any third party. Notwithstanding the foregoing, AHRMM shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights, or other intellectual property of any third party arising out of the actions of any exhibitor.

## 9. Exhibit Setup

Set-up of exhibits will commence in the San Diego Convention Center starting at 8:00 am, Sunday, July 28, 2019. If an exhibit is not set up by 10:00 am, Monday, July 29, 2019, AHRMM reserves the right to re-assign such space to another exhibitor or to make such other use of the space as deemed necessary or appropriate. AHRMM reserves the right to set up the exhibit or remove the freight from the booth at the exhibitor's expense. No refund will be made to the original contracting exhibitor. AHRMM reserves the right to modify setup, exhibit, and dismantle hours in which case all exhibitors will be notified.

Empty boxes cannot be stored behind the exhibit booth. They must be removed from the exhibit hall prior to the show opening and cannot be returned prior to the conclusion. No part of any exhibit, or signs relating thereto, shall be posted, nailed, or otherwise attached to columns, walls, floors, or other parts of the building or its furniture, in any way to deface same. Damages arising from failure to observe these rules shall be payable by the exhibitor.

An exhibitor may use the services of an outside independent contractor only for the installation and dismantling of the exhibit provided that they submit an Exhibitor Appointed Contractor (EAC) form to The Expo Group along with a valid Certificate of Insurance.

If exhibitors intend to use an Exhibitor Appointed Contractor to install and/or dismantle their booth, the exhibitor must notify AHRMM by June 5, 2019. A notification form will be provided in the Exhibitor Service Manual. An original certificate of insurance must be filed with AHRMM in order for any exhibitor appointed contractors to gain access to the show floor.

Any exhibitor occupying an Island, Split Island, Peninsula, or Modified Peninsula space is required to submit a detailed floor plan, including dimensions, to AHRMM for review and approval by May 30, 2019. Floor plans should be submitted via email to AHRMM@SmithBucklin.com or fax to (312) 644-0575.

Exhibitors must abide by all of the union, labor, and set-up rules and regulations of the San Diego Convention Center. A detailed list of all rules and regulations is included in the Exhibitor Services Manual, made available to exhibitors ninety (90) days prior to the show opening. To obtain these rules prior to this time, contact AHRMM's Exposition Manager at AHRMM@SmithBucklin.com. The San Diego Convention Center has reserved the right to update, change, or amend its rules and regulations after publication in the Exhibitor Services Manual.

## 10. Booth Construction

### Standard Inline Booth

Inline booths have only one side exposed to an aisle and are generally arranged in a series along a straight line. Individual booths may be combined to form a larger inline booth space.

### Dimensions

For purposes of consistency and ease of layout, all inline booths are 10' (3.05m) across the front.

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## Use of Space

Regardless of the number of inline booths utilized, e.g. 10' by 20' (3.05m by 6.10m), 10' by 30' (3.05m by 9.14m) etc., exhibit fixtures should be arranged in such a manner as not to obstruct sight lines of neighboring Exhibitors. The maximum height of 8' (2.44m) is allowed in the rear of the booth space, with a 4' (1.22m) height restriction imposed on all exhibit fixtures within 5' (1.52m) of an aisle. When two (2) or more inline booths are used in combination as a single exhibit space, the 4' (1.22m) height limitation is applied only to that portion of exhibit space which is within 10' (3.05m) of an adjoining booth.

## Corner Booth

A corner booth is an inline booth exposed to aisles on two (2) sides. All other guidelines for inline booths apply.

## Perimeter Booth

A perimeter booth is an inline booth that backs up to an outside wall of the exhibit facility rather than to another exhibit. All guidelines for inline booths apply to perimeter booths with the exception that the maximum back wall height is 12' (3.66m).

## Peninsula Booth

A peninsula booth is exposed to aisles on three (3) sides and composed of a minimum of four (4) booths. Back walls must be finished and cannot contain copy. There are two (2) primary types of peninsula booths: one which backs up to inline booths and one which backs up to another peninsula booth and is referred to as a split island booth.

## Dimensions

When a peninsula booth backs up to two (2) inline booths, the back wall is restricted to 4' (1.22m) in height within 5' (1.52m) of the aisle and 10' (3.05m) of the adjoining booths. 20' (6m) is the maximum height allowance for the center portion of the back wall, exhibit fixtures, components, and identification signs.

Any exhibitor occupying a peninsula booth is required to submit a detailed floor plan with dimensions, including height, of all items in the booth, including hanging signage, to AHRMM Show Management for review and approval by May 30, 2019. Floor plans can be sent via fax to (312) 644-0575 or via email to AHRMM@SmithBucklin.com.

## Split Island Booth

A split island booth is a peninsula booth that shares a common back wall with another peninsula booth. The entire cubic content of this booth may be used up to the maximum content of 20' (6m), including signage. Back walls must be finished and cannot contain copy.

Any exhibitor occupying a split island booth is required to submit a detailed floor plan with all dimensions (height of all items in the booth, including hanging signage) to AHRMM Show Management for review and approval by May 30, 2019. Floor plans can be sent via fax to (312) 644-0575 or via email to AHRMM@SmithBucklin.com.

## Island Booth

An island booth is any size booth exposed to aisles on all four (4) sides. The entire cubic content of this booth may be used up to the maximum content of 20' (6m), including signage.

Any exhibitor occupying an island booth is required to submit a detailed floor plan with dimensions, including height, of all items in the booth, including hanging signage, to AHRMM Show Management for review and approval by May 30, 2019. Floor plans can be sent via fax to (312) 644-0575 or via email to AHRMM@SmithBucklin.com.

Canopies/Ceilings, Hanging Signs & Graphics, and Multistory Exhibits Canopies, including ceilings, umbrellas, and canopy frames, can be either decorative or functional (such as to

shade computer monitors from ambient light or for hanging products). Canopies for inline or perimeter booths should comply with line of sight requirements and may not protrude into the aisle. The base of the canopy should not be lower than 7' (2.13m) from the floor within 5' (1.52m) of any aisle. Canopy supports should be no wider than 3" (7.62cm). This applies to any booth configuration that has a sightline restriction, such as an inline booth.

Hanging signs and graphics are permitted in all peninsula, split island and island booths to a maximum height of 20' (6m) to the top of the sign. Whether suspended from above or supported from below, they should comply with all use-of-space requirements. If within 5' (1.53m) of an adjacent booth, and if the placement complies with the use-of-space requirements, the side facing the adjacent booth should be finished and not contain any copy.

A multi-story exhibit is permitted in all peninsula, split island, and island booths to a maximum height of 20' (6m). Multi-story exhibits may require approval and building permits from the San Diego Convention Center, City of Chicago, IL. Exhibitors should obtain permits early on to ensure that all time constraints are met.

Fire and safety regulations for the San Diego Convention Center may apply to canopies/ceilings, hanging signs & graphics, and multistory exhibits will be included in the Exhibitor Services Manual made available to Exhibitors in ninety (90) days prior to show opening. For an advance copy, contact AHRMM Show Management by sending an email to AHRMM@SmithBucklin.com. The San Diego Convention Center has reserved the right to update, change, or amend its rules and regulations after publication in the Exhibitor Services Manual.

## 11. Exhibit Hours and Admission

Admittance during non-show hours without permission from AHRMM exhibit management is prohibited. Children under the age of 16 are not permitted on the exhibit floor at any time. AHRMM exhibit management shall have the sole control over admission policies. All persons visiting the exhibit area, including exhibit booth representatives, will be required to register and to wear an appropriate badge.

## 12. Dismantling of Exhibits

Exhibits are to be kept intact until the closing of the show on Tuesday, July 30, 2019. All exhibits on the exhibit floor are to be fully removed by 12:00 pm, Wednesday, July 31, 2019. If exhibits are not removed by the specific time, AHRMM has the right to remove exhibits and charge the expense to the exhibitor. Any exhibitor who begins dismantling and removal of their display before the close of the show may lose priority points and/or the privilege of exhibiting in future shows. This rule will be strictly enforced.

## 13. Shipment of Exhibits

The official general service contractor will receive freight shipments for exhibitors. Exhibitors who wish to forward materials in advance of the exhibit opening must consign their exhibits to the official general service contractor. Exhibits and related materials will not be accepted in advance as freight by the San Diego Convention Center and will be redirected to the official show decorator at the exhibitor's expense. Shipping information will be included in the Exhibitor Services Manual, made available to Exhibitors ninety (90) days prior to the show opening.

## 14. Exhibit Staffing

Exhibits must be staffed by qualified employees of the exhibitor at all times during the show hours. Each individual staffing an exhibitor's booth is required to register and must wear the exhibitor badge furnished. Exhibitors are provided three (3)

complimentary exhibit only badges and (1) complimentary full conference badge per 100 square feet of exhibit space purchased. AHRMM reserves the right to require exhibitors to stay at AHRMM's preferred hotels in order to receive their complimentary badges.

## 15. Subletting Prohibition

Exhibitors may not assign or sublet this contract, or permit others to use any contracted exhibit space without the express approval of AHRMM Show Management. Exhibitors must show only products or services manufactured or sold by them in the regular course of business. The featuring of names or advertisements of non-exhibiting firms or businesses will not be permitted. If an article of a non-exhibiting firm or business is required for the operation or display of any exhibitor's wares, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article is sold in the regular course of business.

## 16. Canvassing by Non-Exhibitors

The Annual Conference is limited to registered attendees as well as registered representatives of firms, professional organizations, and dealers who have contracted with AHRMM for exhibit space and/or sponsorship. No other persons or concerns will be permitted to demonstrate their products or distribute advertising materials at any time during the Annual Conference. Market research companies will be assigned space only if research is being done for a company exhibiting on the floor. Research companies must indicate on the exhibit application the company for which they are conducting market research.

## 17. Pre-Show/Post-Show Attendee Lists

Exhibiting companies receive the post-show attendee list as part of their booth fee, for a one-time use. Exhibiting companies may purchase the pre-show attendee list for \$475 per mailing. Companies that violate the one-time use only policy are subject to a fine ten times the cost of the mailing list rental and may lose some or all of its priority points with AHRMM as well as the privilege of exhibiting at future AHRMM events. Use of mailing lists is exclusive to exhibiting companies and is non-transferable.

The list of names and addresses is, and remains, the sole and exclusive property of AHRMM, and may not be used for any purpose, or incorporated into any other list or database, without AHRMM's express written consent. Lists contain decoy names to detect unauthorized or illegal use. AHRMM does not provide email addresses, fax numbers or phone numbers to exhibitors on the pre-show or post-show attendee lists. Attendees may choose to provide their email address, fax numbers and/or phone numbers to exhibitors in their exhibit booth. Exhibitor agrees not to violate the above rules pertaining to the pre-show and/or post-show attendee list.

## 18. Company Listing in Mobile App

Each exhibiting company will have a listing in the conference mobile app, including logo, contact information, and a 500-word (max) company description. AHRMM will make every attempt to collect the description from the exhibiting company but if no response is received, AHRMM reserves the right not to include a company information.

## 19. Continuing Education

Programs awarding contact education credit must be kept separate from staffed exhibits, promotional presentations, or electronic advertisements.

## 20. Irregular Activities

All activities of each exhibitor must be confined to the exhibitor's allotted exhibit space except for entertainment and social functions. Demonstrations in booths must be designed

to take place and keep the audience within the existing booth space to allow free access in the aisles.

Noisemakers of any kind will not be permitted as giveaways. Exhibitors may not place "stick-ons" on attendees' badges. Sideshow tactics or other undignified methods considered by AHRMM to be objectionable are expressly prohibited in the Exhibit Hall. Demonstrations using live models are prohibited.

## 21. Promotions, Contests, Sweepstakes, Random Drawings

In the event that exhibitor advertises, markets, promotes and/or administers any type of promotion including but not limited to giveaways, sweepstakes, drawings, contests in connection with the event (collectively "Promotion"), exhibitor agrees that it shall use, publish and make available to entrants official rules for the Promotion which shall include at a minimum the Mandatory Disclosures set forth in the Official Exhibitor Kit, without change. Exhibitor is solely responsible for (1) compliance with all applicable laws in the advertising, marketing, promotion and/or administration of the Promotion; and (2) all costs, damages, liabilities, losses or injuries occasioned by the same. In the event exhibitor does not comply with these provisions relation to Promotions, AHRMM may terminate the Promotion on notice to exhibitor.

AHRMM and its subsidiaries and affiliated companies and agencies and each of their respective officers, directors, employees, representatives, and agents (collectively, the "Related Parties") SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT INCLUDING WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING OUT OF ANY PROMOTION, THE AWARDED, DELIVERY, OR USE OF ANY PRIZE OR ANY ACTIONS OR OMISSIONS OF EXHIBITOR OR ANY THIRD-PARTY IN CONNECTION WITH ANY PROMOTION.

Exhibitor shall defend, indemnify, and hold the Related Parties harmless against any and all costs or liability for any injuries, losses or damages of any kind, resulting in whole or in part, directly or indirectly, from acceptance, misuse or use of the prize or participation in or exclusion from any Promotion or in any Promotion-related activity, or any actions or omissions of exhibitor in connection with the Promotion.

Exhibitor may not use AHRMM trademark, trade name, logo, slogan, or other designation in the advertising of any Promotion which exhibitor provides without express written permission of AHRMM.

## 22. Use of Space - General

A. No exhibitor will be permitted to display or distribute literature or any promotion outside the confines of the assigned booth space in the Exhibit Hall unless written permission is given by AHRMM. Distribution or display of promotional material in public areas of the San Diego Convention Center or educational session rooms is strictly prohibited.

B. Exhibitors are prohibited from possessing, displaying or depicting any products or components or company names in their booth which could be interpreted as being a promotion of another company.

C. No exhibit will be permitted which interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.

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D. Helium balloons, lighter-than-air objects, gummed stickers, or labels will not be permitted as handouts/souvenirs. Distribution by exhibitors, or their agents, of any printed materials, souvenirs, or other articles shall be restricted to the exhibitor's booth space.

E. Any special promotions, music or stunts planned for the Exhibit Hall, must be cleared with AHRMM. AHRMM reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.

F. AHRMM reserves the right to control all suites and meeting rooms in the San Diego Convention Center and in those hotels participating in the AHRMM housing block. These controls have already been set up with the proper person in each property. Request forms for function space including meeting and hospitality rooms are included in the Exhibitor Services Manual, made available to exhibitors ninety (90) days prior to the show opening. No entertainment, meetings, or similar activities for AHRMM attendees can be scheduled during official show or program hours, including social events, without direct approval from AHRMM.

G. No animals are permitted in the San Diego Convention Center other than service animals.

H. Exhibitors must abide by all of the facility rules and regulations of the San Diego Convention Center. A detailed list of all convention center rules and regulations are included in the Exhibitor Services Manual, made available to exhibitors ninety (90) days prior to the show opening. To obtain these rules prior to May 2019, contact AHRMM's Exposition Manager at AHRMM@SmithBucklin.com. The San Diego Convention Center has reserved the right to update, change, or amend its rules and regulations after publication in the Exhibitor Services Manual.

I. The AHRMM logo and AHRMM conference logo may not be used without the express written permission of AHRMM. AHRMM will distribute an official AHRMM exhibitor logo to all exhibitors for their use prior to the exhibition. Exhibitors agree to abide by the guidelines included with the AHRMM exhibitor logo.

J. All exhibitors shall be responsible for compliance with the Americans with Disabilities Act. The exhibitor shall hold AHRMM or its directors, officers, employees, agents or subcontractors harmless from any consequences of exhibiting company's failure in this regard. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division  
Disability Rights Section - NYAV 950 Pennsylvania Avenue, NW  
Washington, D.C. 20530 USA  
Phone: 800-514-0301 (voice) or 800-514-0383 (TTY)  
Website: www.ada.gov

K. Exhibitors must have floor covering in the entire space rented. If no covering is installed by end of exhibitor set-up, AHRMM will order carpet for the space at the exhibitor's cost.

L. All booth personnel must be properly and modestly clothed. Exhibitors must see that any models hired for their firm be appropriately dressed in business or business casual attire and act within the boundaries of good taste.

M. No distribution of refreshments or any other products for consumption (other than packaged candy/snacks) not manufactured by, or specifically related to, the product of the exhibitors will be permitted.

N. AHRMM must approve all public relations, press and media-related activities of an exhibitor that will take place on the exhibit floor. All press must have a badge to enter the exhibit hall.

## 23. Use of Space - Audio/Video, Lights, Music, etc.

A. No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring exhibit booths or guests.

B. Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring exhibit booths or guests.

C. No strobe light effects are permitted.

D. Projectors, computer screens, or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.

E. Loud speakers or operation of equipment which is of excessive sound volume to be annoying to neighboring exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.

F. Exhibitors are prohibited from taking videos or photographs of any booths on the show floor, other than their own.

G. No exhibitor shall cause any copyrighted music to be played or performed. Exhibitors are responsible for individual ASCAP/BMI music licensing fees if applicable.

## 24. Exhibitor-Sponsored Hospitality/Entertainment Functions

Exhibitors are to conduct social and hospitality functions in a manner that is consistent with the professional and educational nature of AHRMM. Exhibitors sponsoring any type of function are required to adhere to the following guidelines:

All planned focus group, social, or hospitality functions as well as company functions/meetings must be cleared through AHRMM's Manager of Meetings prior to booking meeting space and must not conflict with the official Conference & Exhibition program.

The final hours will be outlined on the Exhibitor Function/Sponsored Hospitality Request Form which will be included in the Exhibitor Services Manual and must be submitted in order to gain approval. Non-exhibiting companies are prohibited from hosting hospitality functions, market research or focus groups during the Annual Conference. Honoraria and other inducements to attract attendance to focus groups, hospitality functions, and non-AHRMM educational meetings are not sanctioned by AHRMM and should be avoided. Host companies must make it clear that their event is not an official AHRMM function. Host companies agree to assume all liability arising out of or in connection with such functions and agree to indemnify AHRMM against any and all liability, claims, and demands arising or in connection with such functions.

## 25. Exhibitor Liability, Indemnification & Insurance

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Exhibit Hall and within the Exhibit Hall. Exhibitors wishing to insure their exhibit material, goods and/or wares against theft, damage by fire, accident or loss of any kind must do so at its sole

expense. Neither AHRMM, its directors, officers, employees, agents, subcontractors, or management of the Exhibit Hall (hereinafter "Show Management") are responsible for exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

Exhibitor agrees that it will indemnify and hold Show Management harmless from and against all claims on account of injury to any person or property to the extent that any such injury was caused wholly or in part by an act or omission of exhibitor or any of its agents, employees, subcontractors, guests, licensees, or invitees. This indemnification of Show Management by exhibitor is effective unless such injury was caused by the sole negligence, or gross negligence, or willful misconduct of Show Management. Exhibitor agrees that if Show Management is made a party to any litigation commenced by or against Exhibitor, or relating to this lease or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including reasonable attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT BY REASON OF SUCH LITIGATION.

Exhibitors are required to maintain and provide a certificate of insurance evidencing the following:

1. General liability with limits not less than \$1M per occurrence, \$2M aggregate.
2. Owned, hired, and non-owned auto liability with limits not less than \$1M per occurrence.
3. Workers' compensation with state statutory limits.
4. Employer's liability with limits not less than \$500k/\$500k/\$500k.
5. Commercial umbrella liability with limits not less than \$1M.
6. Personal property and equipment on a special form replacement cost basis.

AHRMM, Smith Bucklin Corporation, and the San Diego Convention Center are to be listed as additional insured's on a primary and non-contributory basis with respect to general/ auto/umbrella liability. A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A-VII.

## 26. Scope/Amendments Interpretation/Effectiveness

The terms and conditions of these Rules and Regulations are incorporated by reference into the terms and conditions of the 2019 Exhibitor Contract and Application. AHRMM reserves the right to amend and enforce this Agreement. Notice of any amendments shall be given to each exhibitor. Each exhibitor, for itself, its agents, and employees agrees to abide by all terms and conditions of the Agreement as it may be so amended, or by any subsequent amendments. AHRMM reserves the sole right to interpret the terms and conditions of this Agreement. The Agreement shall become effective upon AHRMM's acceptance of the 2019 Exhibitor Contract and Application and shall remain effective through and including the date which is 30 days after the Annual Conference. Acceptance of the 2019 Exhibitor Contract and Application shall occur upon the earlier of AHRMM assigning an exhibit space to an applicant or the invoice date of the initial invoice sent by or on behalf of AHRMM to applicant. AHRMM may terminate the Agreement for its convenience at any time, provided that it refunds any deposit and any other monies paid by the exhibitor, if any. Either party may terminate this Agreement (without liability or refund obligation) in the event of the other party materially breaches this Agreement and such breach is not cured within 30-days from the date the non-breaching party gives notice of breach to the breaching party. AHRMM shall not be liable to

exhibitor (for refunds or otherwise) for any event cancellation, delay, or other failure in performance if the reason for such failure is due to occurrences such as a fire, explosion, power blackout, earthquake, flood, the elements, a strike, embargo, labor dispute, act of civil or military authority, war, terrorism, act of God, interruption or failure of telecommunication or digital transmission links, Internet failures and delays, terrorism or other causes similar to the foregoing that are beyond the control of AHRMM. As used herein, "exhibitor," "applicant," "you" or similar terms mean the company identified on the Application.

## 27. Enforcement/Miscellaneous

The terms and conditions set forth herein will be enforced by AHRMM.

A. Any exhibitor not abiding by any of the terms and conditions of the Agreement, including violation of booth construction/height rules, early dismantling of exhibits, may, at the discretion of AHRMM, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future AHRMM shows, in addition to any remedies AHRMM may have under this Agreement, at law or in equity.

B. At no time shall any failure or delay by AHRMM in enforcing any provision, exercising any option, or requiring performance of any provision in connection with the terms and conditions in this Agreement, be construed to be a waiver of same.

C. This Agreement is governed by Illinois law and the exhibitor consents to the exclusive jurisdiction of the State of Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Agreement or the Annual Conference.

D. This Agreement will be binding on the exhibitor's successors. Notwithstanding anything to the contrary in this Agreement, (1) provisions of this Agreement which by their nature and intent should survive expiration or termination, including, but not limited to, indemnity, limitation of liability and intellectual property provisions will survive expiration or termination of the Agreement for any reason; and (2) if there are any conflicts or inconsistencies between the terms of these Rules and Regulations and the Application, the terms of these Rules and Regulations will control.