

HIMSS08 Conference and Exhibition ~ Vendor Headquarters Application ~ Contract Terms and Agreement

These contract terms and conditions are non-negotiable and may not be changed, added to, taken away from, or modified in any way. Changes will not be accepted.

CANCELLATION POLICY: Exhibitor must present written intent to cancel booth space in writing, either on company letterhead or electronically. Booth cancellations received on or before May 18, 2007, will be charged a penalty equal to 50% of the total cost of the booth. Booth cancellations received from May 19, 2007 until October 15, 2007 will be charged a penalty equal to 75% of the total cost of the booth. Booth cancellations received on or after October 15, 2007 will be charged a penalty equal to 100% of the total cost of the booth. Booth size reductions received on or before May 18, 2007 will be penalized 50% of the total booth space released. Booth size reductions received after May 19, 2007 will be penalized 100% of the total booth space released. Booth size reductions may result in a change in booth location. Companies that consolidate multiple booths will be charged a 10% fee on funds transferred from one reserved booth to another. Companies canceling their entire booth space will: 1) lose all exhibitor points, 2) may not advertise in the show guide or show daily newspaper, 3) lose their hotel sleeping room blocks, 4) lose hospitality space in conference hotels, 5) forfeit any sponsorship agreements in place, without refund, 6) forfeit any other benefits of exhibiting. HIMSS may terminate this contract immediately, withhold from the exhibitor possession of the exhibit space, all related exhibitor benefits, and retain all space rental fees paid if (a) the exhibitor fails to pay all fees as outlined in the Exhibit Space Payment Schedule or (b) the exhibitor fails to comply with or perform any material terms or conditions of the contract or refuses to abide by these Terms and Conditions as well as the HIMSS policies as outlined in the service manual. In the event of cancellation because of circumstances beyond the control of HIMSS, space rental fees and deposits made to HIMSS shall be returned on a pro rata basis after payment of all related show expenses incurred by HIMSS through the date of cancellation, plus an administrative fee and overhead charges. **FINANCIAL TERMS AND CONDITIONS:** Vendor Headquarter space must be paid as follows: 50% of the total exhibit space costs is due upon submission of the application with the remaining balance due no later than October 15, 2007. Vendor Headquarter space not paid according to these deadlines will be released and reassigned at the discretion of HIMSS; there will be NO EXCEPTIONS. Payments sent to HIMSS for Vendor Headquarter space will first be applied to any outstanding balances owed to HIMSS for previous exhibit activities or any other amount owed to HIMSS. Any exhibitor with an outstanding balance will have freight refused by the Service Contractor and will not be permitted to move on to the exhibit floor. There will be a \$500.00 service charge for any returned check. **EXHIBIT SHOW RULES:** Companies exhibiting at the Annual Conference are required to conduct all business within the confines of their exhibit space. Exhibiting companies are required to comply with all rules and regulations as outlined in the Exhibitor Service Manual. Only exhibiting companies may host any functions in conjunction with the Annual Conference. Exhibitor shall comply with all conditions imposed by the Ernest N. Morial Convention Center in its contract with HIMSS and with the rules and regulations of the Facility. The exhibitor is liable for any damage caused, directly by Exhibitor or Exhibitors' agents, to building floors, walls, or columns, or to standard booth equipment, or to other exhibitors' property. The exhibitor may not mar, tack, make holes, and apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment. Exhibitors will be responsible for labor charges incurred in connection with the assembly, draping, repairs, and dismantling of their booth(s). All construction material must conform to standard safety practices. All display materials, including table, back drapes, textile, paper displays, and decorations, must be fire resistant or flame proof. No combustible decorations may be used at any time. All packaging containers and materials are to be removed from the floor and may not be stored under tables or behind displays. All aisles, corridors, exit areas, and stairways must be maintained at their required width at all times that the exhibition is open. No obstructions will be allowed to protrude into the aisles. Photography or videography of another company's exhibit is strictly prohibited. Each exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in this exhibition. Compliance with all such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. The violation of any of these rules is grounds for dismissal from the exhibit hall and forfeiture of all associated monies. **EXHIBITOR REGISTRATION, HOUSING, INFORMATION, AND ACCESS:** Badges will be required for entry into the exhibit hall at all times. Badges are not transferable and will be confiscated if worn by other than the person to whom issued. Booth personnel will not be permitted access to the exhibit hall earlier than one hour before it opens, later than one hour after it closes, and during scheduled breaks. Only registered exhibitors and their installation personnel may enter the exhibit hall during installation and dismantling hours. Exhibitors must utilize the official housing bureau for all housing accommodations associated with the conference and exhibition; failure to do so will result in the refusal of exhibit freight, loss of exhibit space and forfeiture of all monies paid. **ELIGIBLE EXHIBITS:** This exhibition is held to demonstrate products and services for information and management systems professionals in healthcare. HIMSS shall determine the eligibility of any company, product, or service. HIMSS may refuse rental of exhibit space to any company whose display of goods or services is not compatible, in the sole opinion of HIMSS, with the character and objectives of the exhibition. In the event this application is not accepted, any paid space rental fees or deposits will be returned. **INSTALLATION AND DISMANTLE:** Exhibitor agrees to comply with assigned move-in and installation days and hours to be specified in the Exhibitor Service Manual. Exhibits may not be removed from the exhibit hall until the official closing of the show. **LIABILITY:** Exhibitor shall protect, save, and hold the Healthcare Information and Management Systems Society (HIMSS) and its officers, directors, employees and agents and the Ernest N. Morial Convention Center, and all agents and employees thereof, and Show Management and its officers, directors, employees, and agents (hereinafter collectively called "Indemnittees") forever harmless from any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitors or those holding under the exhibitor, and further, exhibitor shall at all times protect, indemnify, save, and hold harmless the Indemnittees against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from or out of or by reason of any accident or bodily injury or other occurrences to any property, person or persons, including the exhibitor, its agents, employees, and business invitees which arise from or out of or by reason of said exhibitor's occupancy and use of the facilities, or any part thereof. **EXHIBITOR INSURANCE:** All property of the exhibitor is understood to remain under its custody and control in transit to and from and/or within the confines of the Facility. HIMSS, Show Management, and the Facility do not maintain insurance covering exhibitor's property. Exhibitor shall carry Comprehensive General Liability coverage, including premises, operations, and contractual liability coverage of at least \$500,000 for Personal Injury Liability and \$500,000 for Property Damage Liability and statutory Worker's Compensation insurance in full compliance with all federal and state laws and covering all of exhibitor's employees with coverage of at least \$100,000 per injury. Certificates of insurance shall be furnished if requested by Show Management. **SECURITY:** Although security service will be furnished, neither HIMSS, the security contractor, nor the Facility can or will be responsible for damage to, loss, or theft of property belonging to any exhibitor, their agents, employees, business invitees, visitors, or guest. Exhibitors are to carry their own insurance. **FORCE MAJEURE:** In the event that the performance by HIMSS or the Facility or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event, as a result of fire, flood, tempest, inclement weather, or other such cause or as a result of governmental intervention, malicious damage, acts of God, war, strike, lock-out, labor dispute, riot, terrorist acts, curtailment of transportation, or other cause or agency over which HIMSS has no control, or should HIMSS decide that because of any such cause that it is necessary to cancel, postpone or re-site the event, or reduce the move-in and installation time, show time, or move-out time, HIMSS shall not be liable to refund, indemnify, or reimburse the exhibitor in respect of any fees paid, damage or loss, direct or indirect, arising as a result thereof. **DISABILITY PROVISIONS:** Exhibitor represents and warrants (i) that its exhibit will be accessible to the full extent required by law; (ii) that its exhibit will comply with the Americans with Disabilities Act ("ADA") and with any regulations implemented by the ADA; and (iii) that it shall indemnify and hold HIMSS harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against HIMSS, its officers, directors, agents, or employees on the basis of the exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA. **MUSIC LICENSING:** Exhibitor represents and warrants that it shall not violate any copyright, trademark, or other similar intellectual property laws and that it shall comply with all copyright restrictions including, but not limited to, any license HIMSS may obtain or any other laws and restrictions with respect to the use or performance of music. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitor under the copyright laws and present HIMSS with a copy of such license or grant no less than thirty (30) days prior to the start of the exposition. **IRREGULAR ACTIVITIES:** No person, firm, or organization which has not regularly contracted with HIMSS for occupancy of space in the show will be permitted to display or demonstrate any products, processes, or services, to solicit orders, wear any identification other than that of the contracting exhibitor, or to distribute advertising or other materials at the exposition. Any violations of this regulation will result in prompt removal of the offending person from the Facility. Exhibitors may not enter the booths of other exhibitors without invitation; no exhibitor may call or invite a visitor out of one exhibit and into his own. Exhibitors must remain within their own exhibit space in conducting demonstrations or distributing literature, products, samples, or other materials; the aisles may not be used for this purpose. **PRINTED MATTER:** Circulars/advertising matter of any description may be used or distributed only within the booth assigned to the exhibitor presenting such material. Only literature published or approved by Show Management may be distributed at the registration desk, in the registration area, in the meeting rooms, in the exposition areas, in public areas or in transportation under lease to HIMSS. **OBJECTIONABLE PRACTICES AND DISPLAYS:** Use of noisemakers, promotions and presentations that may be judged not in good taste, lacking in dignity, or not in keeping with the purpose of HIMSS are prohibited. **SUBLETTING:** Exhibitors may not assign, sublet, or share their exhibit space with another business or firm unless approval has been obtained in writing from HIMSS. Exhibitors must show goods or services manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplates, imprint, or trademark under which same is sold in the general course of business. **VENDOR HEADQUARTER TRANSFERS:** Exhibitors that wish to transfer their booth, in whole or in part, to another company shall be subject to the cancellation policy. **SOUND LEVEL/PHOTOGRAPHY:** Use of audio and visual equipment will be permitted, where appropriate to the display. Sound must be maintained at not more than a level of 75 decibels. HIMSS reserves the right to restrict exhibitors' use of sound and other devices which exceed 75 decibels and interferes with the best interests of the exhibition as a whole. Exhibitors may not, under any circumstance, photograph another company's exhibit for any reason. Violation of these rules is grounds for dismissal from the exhibit hall and forfeiture of all associated monies. **COMPLAINTS:** Complaints of any violation of the Contract Terms and Conditions are to be made promptly to HIMSS and its representatives. Exhibitors and their personnel agree to abide by the decisions of HIMSS. **AMENDMENTS:** Any and all matters not specifically covered herein and in the Exhibitor Service Manual are subject to the decision of HIMSS. HIMSS shall have the full and exclusive power to interpret, amend, and enforce these Contract Terms and Conditions, provided any amendments, when made, are brought to the notice of exhibitors. Each exhibitor, for itself and its employees, agrees to abide by the foregoing Contract Terms and Conditions and by any amendments or additions thereto in conformance with the preceding sentence. **LAWS APPLICABLE:** This agreement shall be governed in accordance with the laws of the State of Illinois. Any and all litigation arising from, or as a result of this Agreement will be conducted in Chicago, Illinois and shall be governed in accordance with the laws of the State of Illinois. This application does not represent a joint venture between HIMSS and the exhibitor; each shall retain the status of independent contractor and shall not have the authority to bind or represent the other. The agreement may not be assigned to another entity without prior written consent from HIMSS.