



Vendor Headquarters Space
 HIMSS10 Conference and Exhibition • March 1-3, 2010
 Georgia World Congress Center • Atlanta, GA

Please return signed copy with payment to HIMSS and retain a copy for your records. Please make checks payable to HIMSS, 6923 Eagle Way, Chicago, IL 60678-1692. Applications with credit card payments may be faxed to 312-915-9209, Attn: Finance. HIMSS Federal Tax ID# is 36-3906745. The terms and conditions on the reverse side of this document and all rules and regulations as outlined in the exhibitor service kit, to follow, are an integral and binding part of this agreement. The primary contact person will receive all communications related to the Annual Conference. Please notify HIMSS should any of this information change.

Primary Contact Person		
Title		
Company		
Address		
City		
State	Zip Code	Country
Phone	Fax	
Email Address	Web Address	
Accounts Payable Contact Person		
Title		
Phone	Fax	
Email Address		

VENDOR HEADQUARTER RENTAL CALCULATION

Corporate Member Status

- Yes, we are a HIMSS Corporate Member
- No, we are not a HIMSS Corporate Member
- Please contact me about becoming a HIMSS Corporate Member

Vendor Headquarters Pricing

\$3,600 (Corporate Member) per 10x20 Vendor Headquarter Space
 \$4,400 (Non Corporate Member) per 10x20 Vendor Headquarter Space

Total # of 10x20 booths _____ x Rate = \$ _____
 Deposit (see Vendor Headquarter Space Payment Schedule) \$ _____
 Remaining Balance \$ _____

AUTHORIZING SIGNATURES

We hereby apply for vendors headquarter space at the HIMSS10 Conference and Exhibition on the dates shown above. We understand that Vendor Headquarter space will be assigned on the basis of application receipt date and the exhibitor priority point system. If our preferred space is not available, we will accept HIMSS' assignment as close to our choice as possible. We have read, understand and accept the terms and conditions outlined in this document and agree to abide by all requirements, restrictions, and obligations outlined in the Contract Terms and Conditions that are incorporated herein. Upon acceptance by HIMSS, this application becomes firm and binding.

Authorized Person For Exhibiting Company

Print Name & Title _____
 Signature _____
 Date _____

By signing this contract, your organization, its employees, representatives and agents agree to receive communication via telephone, facsimile, email and regular mail from HIMSS show producers and organizers, their employees, representatives and agents that is directly related to your organization's participation in this exhibition.

Authorized Signature for HIMSS

METHOD OF PAYMENT

Purchase orders are not an accepted form of payment.

- Enclosed is a check made payable to HIMSS
- Yes, I hereby authorize HIMSS to charge the credit card listed below for any applicable balance(s) due, on the dues date(s) specified elsewhere on this contract, unless I have given HIMSS prior written notice of the cancellation of the contract.
- No, I do not authorize HIMSS to charge the credit card listed below for subsequent authorized payments.

Please charge my credit card

- Visa MasterCard American Express Discover

Please print the name that appears on the card _____
 Card Number _____
 Expiration Date _____
 Authorized Card Holder Signature _____

VENDOR HEADQUARTERSPACE REQUESTED

The minimum Vendor Headquarter size is 10x20. HIMSS will make every effort to accommodate your request, but cannot guarantee you will receive one of your requests. If none of your requests are available, HIMSS will assign a Vendor Headquarter for your company.

Please specify Vendor Headquarter numbers in the order of preference.
 1) _____ 2) _____ 3) _____ 4) _____

Vendor Headquarter Size

What size of Vendor Headquarter are you requesting?
 10' x 20' Vendor Headquarters _____
 20' x 20' Vendor Headquarters _____
 Other, please specify _____

Vendor Headquarter Assigned by HIMSS _____

VENDOR HEADQUARTER SPACE PAYMENT SCHEDULE

I understand and agree to the payment schedule as noted below and that my Vendor Headquarter space will be released if any of the payment deadlines are missed and financial penalties may apply. The Vendor Headquarter Contract is not fully executed until a deposit has been received. If the contract is not accompanied by payment we cannot guarantee you will receive the vendor headquarters you have listed above.

Applications received on or before October 19, 2009 require a 50% deposit submitted with contract. Applications received on or after October 20, 2009 require 100% of exhibit space fee submitted with contract.

November 15, 2009: Balance of total vendor headquarter space fee

HIMSS10 Conference and Exhibition - Vendor Headquarters Space - Contract Terms and Agreement

CANCELLATION POLICY: Exhibitor must present written intent to cancel reserved space in writing, either on company letterhead or electronically. Cancellations received on or before June 15, 2009, will be charged a fee equal to 50% of the total cost of the reserved space. Cancellations received from June 16, 2009 until October 19, 2009 will be charged a fee equal to 75% of the total cost of the reserved space. Cancellations received on or after October 20, 2009 will be charged a fee equal to 100% of the total cost of the reserved space. Space size reductions received on or before June 15, 2009 will be obligated to pay 50% of the total space released. Space size reductions received after June 16, 2009 will be obligated to pay 100% of the total space released. Space size reductions may result in a change in Vendor Headquarters location. Companies that consolidate multiple Vendor Headquarters spaces will be charged a 10% fee on funds transferred from one reserved Vendor Headquarters to another. Companies canceling their entire Vendor Headquarters 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 and 7) lose all exhibitor and exhibitor client badges. Healthcare Information and Management Systems Society (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. **FINANCIAL TERMS AND CONDITIONS:** Vendor Headquarters space must be paid as follows: Deposits are due according to payment schedule outlined on front side of this contract. This includes any on site selection deposit due. 50% of the total exhibit space costs are due on May 19, 2009 with the remaining balance due no later than October 15, 2009. Vendor Headquarters 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 Headquarters will first be applied to any outstanding balances owed to HIMSS for previous exhibit activities or any other amount owed to HIMSS or HIMSS Analytics. 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. **EXHIBIT SHOW RULES:** Only Exhibitors may host functions in conjunction with HIMSS10 during non- HIMSS conference hours. Exhibitors shall comply with all conditions imposed by Georgia World Congress Center in its contract with HIMSS and with the rules and regulations of the Facility. Exhibitors are required to comply with all rules outlined in the Exhibit Service Manual which can be found on the exhibition web site. Exhibitors are liable for any damage caused, directly by Exhibitor or Exhibitor's agents, to building floors, walls, or columns, or to standard booth equipment, or to other Exhibitors' property. Exhibitors 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. Exhibitors are 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. **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. Points will be deducted if this occurs. **INDEMNIFICATION:** Exhibitor shall defend, indemnify, protect, save, and hold HIMSS and its officers, directors, employees and agents and Georgia World Congress Center, and all agents and employees thereof, and Show Management and its officers, directors, employees, and agents (hereinafter collectively called "Indemnities") forever harmless from any damages, liabilities, claims, demands, or actions arising out of the actions or inactions of Exhibitor, its servants, employees, contractors, or agents. This indemnification shall extend to claims for actual or alleged (a) injury to any person, (b) damage to any property, (c) economic loss, (d) business and/or production loss, (e) product or service deficiencies or damage, or (f) other violation of any statute, law, ordinance, or regulation, including but not limited to claims, as well as claims arising from the alleged action, inaction, or negligence of Exhibitor. Exhibitor shall at all times defend, protect, indemnify, save, and hold harmless the Indemnities 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 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 and will not be responsible for damage to, loss, or theft of property belonging to any Exhibitor, their agents, employees, business invitees, visitors or guests. 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 \$1,000,000 per injury. Certificates of insurance shall be furnished if requested by Show Management. **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. **INTELLECTUAL PROPERTY:** 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. **CONDUCT OF EXHIBITORS:** The HIMSS10 Exhibitors shall be required to conduct all business within the confines of their exhibit space and to comply with all rules and regulations as outlined in the Exhibitor Service Manual. Only authorized representatives of companies and organizations which have contracted with HIMSS for exhibit space are permitted to display or demonstrate any products, processes, or services, to solicit orders, to wear identification of their company or organization, or to distribute advertising or other materials at the exhibition. 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. 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. **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. **SUBLETTING AND TRANSFERS OF BOOTHS:** 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. 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. No photography or videography is allowed by any photographer other than the designated show photographer unless approved by HIMSS. **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. Violation of the Contract Terms and Conditions is grounds for dismissal from the exhibit hall and forfeiture of all associated monies. **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. **CONTRACT ACCEPTANCE:** Payment of deposit does not constitute contract acceptance. This agreement shall not be binding until accepted by Management.