

CONDITIONS OF THE EXHIBITOR'S AGREEMENT

1. APPLICATION AND ELIGIBILITY - This application, executed by an individual who has authority to act for the applicant (Exhibitor) shall constitute a valid and binding contract. NACHC, a Maryland nonprofit corporation, serves as Exhibit Management. *NACHC reserves the absolute right to reject any application.*

2. NON-ENDORSEMENT - The Exhibitor agrees and understands that by approving its application, NACHC does not in any way endorse or signal its approval of the Exhibitor's product or service. Accordingly, the Exhibitor agrees that it shall not, in any manner, in its advertising, promotional or similar materials or undertakings, state, suggest, or imply such NACHC approval or endorsement. Further, the Exhibitor agrees not to use NACHC's name or make any reference to NACHC in any other undertakings (e.g. survey, questionnaire, letter of introduction) without the written permission of NACHC.

3. AGREEMENT TO CONDITIONS - The Exhibitor, for itself and its employees and agents, agrees to abide by the conditions stated herein, it being understood and agreed that the sole control of the exhibit hall rests with NACHC.

4. ASSIGNMENT OF SPACE - Applications received with appropriate payment will be assigned booth space on a first come, first serve basis. Preferred booth placement for NACHC Corporate Members and Community Health Ventures ViP Partners will be reserved until at least 120 days prior to show date and will be assigned on a first come, first serve basis. Classification of exhibits and assignment of space will be determined by NACHC based on the character of the proposed exhibits and individual requirements and preferences as to location of each exhibitor. NACHC reserves the right to move exhibit space at any time prior to show start date. NACHC reserves the right to reassign or to otherwise use space not occupied or set up by the published exhibit opening time and date. Exhibitors shall not be entitled to a refund in the event of such reassignment or other use. Mobile units are NOT permitted unless prior consent and approval is provided in writing by NACHC Exhibit Management.

5. SUBLEASING SPACE - Unless approved in advance and in writing by Exhibit Management, Exhibitor shall not assign or sublet this Contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Exhibitor's normal course of business, nor permit any third party to solicit business in Exhibitor's space. Exhibit Guide listings are limited to one entry per contracted exhibiting company. Organizations can not share booth space.

6. PAYMENT - Payment for booth space must be received with this signed application. Note, an application to exhibit does not constitute a contract to exhibit unless and until NACHC accepts the application. NACHC reserves the right to accept or reject an application at its sole discretion. NACHC further reserves the right to cancel any contract for exhibit space at any time and for any reason, provided that it gives notice of such cancellations at least ten (10) days prior to the official opening date of the event. Please make checks payable to National Association of Community Health Centers, Inc. - Exhibits. In the event that NACHC declines to accept an application or NACHC cancels a contract as set forth above, NACHC will return the application fee. An exhibitor will not be permitted to set up a booth unless payment has been received in full.

7. INSURANCE - Exhibitors must obtain insurance policies including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million U.S. dollars (\$1,000,000) combined single limit for both bodily injury and property damage. Exhibitors must also have public liability, bodily injury, and property damage insurance. Such insurance shall name NACHC (exhibit management), the Venue (event facility) and Hargrove Inc. (the official general service contractor) as additional insureds. Exhibitor shall furnish a

certificate of insurance verifying such coverage to Rainprotection.net, NACHC's, insurance management company at least 30 days prior to the start of the exhibit show date by emailing the COI to sales@rainprotection.net indicating NACHC in the subject line. Should you need to purchase insurance, you may do so with Rainprotection.net for \$89, please contact Catherine or Gina via email at sales@rainprotection.net or by calling 800-528-7975.

8. LIABILITY

a. NACHC undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of Exhibitor, its officials, agents or employees, or for the protection of the property of the Exhibitor or its representatives, or of property used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by Exhibitor. Any protection for such items provided by NACHC shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Exhibitor.

b. This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between NACHC and Exhibitor. Exhibitor hereby agrees to and does indemnify, hold harmless, and defend NACHC, NACHC Leadership their officers, directors, employees, agents, affiliates, and subsidiaries (collectively, "Indemnified Parties"), from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest, and attorney's fees) which any Indemnified Party may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor or any of its employees, servants, or agents. Exhibitor further agrees that the Indemnified Party, shall not be responsible in any way for damage, loss, or destruction of any property of Exhibitor or injury to Exhibitor or its representatives, agents, employees, licensees, or invitees.

9. BOOTHS - Booths include standard booth drape (8' backdrop, 3' siderails), 1-6' draped table, 2 chairs, wastebasket, company ID sign, 2 booth personnel which includes full conference registration, company profile in Exhibit Guide, pre-show marketing, show security and online exhibitor service manual. If an exhibitor plans to install a completely constructed display of such character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof will project as to obstruct the view of adjacent booths. No part of any display may be more than eight feet in height. The back three feet of rented space may be occupied from the floor up to eight feet in height; the front of the rented space may be occupied from the floor up to 48 inches only.

10. CARE OF EXHIBIT SPACE - Exhibitor must, at its expense, maintain and keep in good order its exhibit and the space that it is assigned.

11. PROTECTION OF THE EXHIBIT FACILITY - Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the exhibit area without NACHC's permission and the permission of the proper building authority. Packing, unpacking and assembly of exhibits will be done only in designated areas and in conformity with NACHC's Exhibit Manager, the hotel, or the convention hall manager, as applicable. Exhibitor shall be solely responsible for any and all damage to the Facility caused by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

12. INSTALLATION AND DISMANTLING - NACHC will supply the specific requirements as to the time for installing and dismantling exhibits prior to the event. Such requirements shall be binding upon the Exhibitor as though fully set forth herein. All displays must be in place and set up one hour prior

to the official opening of the show. **Exhibits and personnel are to remain on the floor until the end of the show. Anyone dismantling or packing booth material prior to the end of the show will be fined \$1,000 and will not be allowed to exhibit the following year.**

13. USE OF SPACE - Exhibits may be displayed only in the official exhibit area as established by NACHC. No one, including exhibitors, will be permitted to display articles, equipment or information concerning services, or display movies or films of such articles, equipment or services in private suites or rooms during the conference, in accordance with prior agreements between NACHC and the meeting property. Exhibit Management reserves the right to prohibit distribution of souvenirs, advertising matter, or any other materials. Distribution from anywhere other than within Exhibitor's booth is forbidden.

14. DRONES - Drones will not be permitted in the Expo Hall at any time.

15. CONFLICTING MEETING & SOCIAL EVENTS Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of NACHC members or exhibitors from the conference or exhibit hall during the official hours of the conference and exposition. Doing so will result in Exhibitor not being allowed to exhibit in the following year.

16. CANCELLATION BY EXHIBITOR OR RELOCATION OF CONFERENCE - In the event of cancellation or relocation of an event due to circumstances within NACHC's direct control, NACHC is limited to refund payment received for exhibit space. In the event NACHC has no control over the cancellation or relocation of an event, NACHC will have no liability of any kind to the Exhibitor but will refund any fees paid to NACHC by the Exhibitor less any and all expenses incurred by NACHC for advertising, administration, or similar and related costs.

Exhibitors cancelling for any reason will forfeit all payments made to NACHC. Any exhibitor who cancels booth space prior to 60 days of first day of the show will forfeit and pay NACHC as liquidated damages a sum of money equal to 50% of the full price of said exhibitor's booth space. Any exhibitor who cancels between 59 days and the first day of the show will forfeit and pay NACHC as liquidated damages 100% of the full price of said exhibitor's booth space. All cancellation requests must be submitted in writing to the NACHC Exhibits Director.

Cancellation of any sponsorships will follow the same policy as booth.

Cancellation of any marketing or advertising opportunities will be non-refundable.

17. VIOLATIONS OF THE CONDITIONS - Any of the following actions by an exhibitor shall constitute a violation of the conditions of the Exhibitor's Agreement:

- Use of a display of equipment, products or services that vary in any significant way from the description on the Application for Exhibit Space.
- Violation of any municipal, state, or federal laws, rules or regulations, including safety codes.
- Failure to follow procedures prescribed in sections 1 through 14.
- Failure to remove property from the facility upon cancellation or relocation of the conference.
- Failure to comply with any other term and condition herein

Send payment to:

Credit Card Payment:

Log onto <http://www.nachc.org/conferences/>

Check Payment:

Mail to

NACHC Exhibits, 7501 Wisconsin Ave., Suite 1100W,
Bethesda, MD 20814 Fax: 301-347-0459

For further information, contact

Karen Eppsteiner at kappsteiner@nachc.com

NACHC Exhibitor Service Manuals are emailed directly from Hargrove Inc., the general service contractor. Manuals will be sent a minimum of 60 days prior to the show so exhibitors can take advantage of discount pricing. The kit contains information on show services, labor rates, and drayage/freight handling rates.