

## EXHIBITOR TERMS AND CONDITIONS 2017 ASCP Annual Meeting & Exhibition

### All exhibits need to comply with IAEE Guidelines for Display Rules and Regulations

#### CHARACTER OF EXHIBIT

The purpose of exhibits at ASCP conferences, consistent with ASCP objectives. All exhibits must both complement and enhance the ASCP program to which it is tied. Exhibitors must comply with the Booth Rules and Regulations. In general, Exhibitors are not permitted to obstruct the view or adversely affect the displays of other exhibitors. The general appearance of the show must take precedence over that any individual exhibit and ASCP may, in its sole determination, require rearrangement, at the Exhibitor's expense, of any display that is in violation of the Rules and Regulations. ASCP reserves the right to prohibit any exhibit, part thereof, or proposed exhibit that in its opinion is not in keeping with the spirit and character of the exhibit as same is set forth in this document. ASCP reserves the right to restrict exhibits that become objectionable because of noise, method of operation, materials, or any other reason and also to prohibit or to evict any exhibit that in the opinion of ASCP may detract from the general character of the exhibit program as a whole. This reservation includes persons, things, conduct, printed matter, or anything of a character that ASCP determines is objectionable to the exhibit program as a whole. In the event of such restriction or eviction, ASCP is not liable for any refund or other expenses incurred by the Exhibitor. Acceptance of this contract by ASCP should in no way be construed as an endorsement by the ASCP of the exhibiting company or its products or services.

#### ASSIGNMENT AND RELOCATION OF EXHIBITS

Exhibitor understands and agrees that ASCP has sole discretion on the assignment of booths. ASCP is under no obligation to assign Exhibitor any of the booths preferred by Exhibitor. ASCP reserves the right to alter Exhibitor's assigned location at any time in its sole discretion if deemed in the best interest of the exhibit program as a whole. Before exercising its discretion, ASCP will contact Exhibitor. All measurements shown on the diagram are believed to be accurate, but ASCP reserves the right to make such modifications as may be necessary to meet the need of Exhibitors and the exhibit program as a whole.

#### PAYMENT

The cost for rental of exhibit space is shown on the application. The exhibit fee must accompany this application as a deposit. Requests for space will be considered only after a signed application has been received. Refund of the Exhibitor's deposit will be made in the event that ASCP does not accept the Exhibitor's application. Exhibitors with unpaid invoices will not be allowed to exhibit and a 1.5% per month finance charge will be assessed on all invoices in arrears. In addition, Customer will reimburse ASCP for the cost of any collection or legal service utilized by ASCP to collect any amounts due hereunder. Notwithstanding any

provision in an Order or other agreement to the contrary, if Customer is an agency, both agency and principal advertiser are jointly and severally liable for all payments due hereunder. If Customer is an agency, ASCP reserves the right to notify principal advertisers regarding any overdue and unpaid invoices.

#### CANCELLATION/REDUCTION OF SPACE

In the event that the Exhibitor cancels participation in the exhibit or wishes to reduce exhibit space, Exhibitor shall promptly notify ASCP in writing. If the cancellation or reduction is received by ASCP through January 5, 2017, 100% of the full exhibit price or full price for the space relinquished will be retained by ASCP. If the cancellation or reduction is received by ASCP January 6, 2017 through July 6, 2017, 50% of the full exhibit price or full price for the space relinquished will be retained by ASCP. No refund will be made for a cancellation or reduction received after July 6, 2017. Upon cancellation Exhibitor loses all right to space and ASCP reserves the right to reassign that space to another Exhibitor. ASCP reserves the right to treat Exhibitor's downsizing of booth space as a cancellation of the original contract and an offer to purchase new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space. Exhibitor agrees that it is responsible for the total exhibit space rental for the originally contracted and assigned space.

#### FAILURE TO MAKE PAYMENT

Any person, partnership, or corporation contracting for space who shall fail to make the payment as herein provided, whether such person, partnership, or corporation desires to exhibit or not, shall thereby and thereupon forfeit all rights to the use of the selected space, and the ASCP shall have the right to dispose of such space in such a way as it may consider to its interests without any liability on the part of the ASCP. In the event space contracted for by an Exhibitor remains unoccupied on the opening day of the exhibit and such space be not sold by the ASCP, the Exhibitor who fails to pay for and occupy said space will be charged for the expenses incurred by ASCP to cover the booth area and convert it to a lounge area.

#### BOOTH SETUP AND DISMANTLING

Each Exhibitor must deliver to the exhibit hall area all equipment, apparatus, goods, materials, etc., and there erect and completely install the display in the space contracted by such Exhibitor no later than 2 hours prior to the published opening time of the exhibit hall. Work will be strictly prohibited after that time. Property received after the opening must be arranged in spaces only during the hours the exhibit hall is not open to attendees. Exhibits will not be permitted to be packed or removed from the building at any time after installation until the final closing of the exhibit hall unless special permission in writing is

obtained from ASCP. Failure to comply will result in a \$300 fine. Booth must be fully staffed during the entire Conference. ASCP reserves the right to make such modifications in the exhibit hours as may be necessary to meet program needs, with full and sufficient notice given to all contracted Exhibitors.

#### SOUND RESTRICTIONS

Sound-producing or amplifying devices that project sound must be tuned so as not to exceed 85dbs. ASCP reserves the right to determine at what point sound constitutes interference with other Exhibitors. Public address announcements are prohibited.

#### USE OF COPYRIGHTED MUSIC

Exhibitor agrees to pay all royalties, license fees or other charges for any music, either live or recorded, or other entertainment of any kind or natures, played, staged, or produced by the Exhibitor, his agents or employees, within the premises by this License Agreement, including but not limited to royalties or licensing fees due to BMI, ASCAP, or SESAC. The Exhibitor agrees to indemnify and hold ASCP harmless against any and all such claims or charges.

#### USE OF SPACE

All promotional material must be distributed from within the confines of the Exhibitor's own contracted space. Materials bearing any name or form of advertisement may not be displayed anywhere other than the space contracted. No Exhibitor shall sublet space allotted. Each Exhibitor is responsible for keeping the aisle or aisles near contracted space free of congestion resulting from demonstrations or promotions.

#### MARKETING PARAMETERS

Exhibitors are prohibited from scheduling hospitalities or programs outside of their exhibit contracted space(s) during times of the ASCP official program.

#### FORCE MAJEURE

Because of the nature of the enterprise undertaken by ASCP, the same being dependent on its securing a sufficient and satisfactory number of Exhibitors at the Conference, it is specifically understood and agreed that if, in the sole opinion of ASCP, it is not practical to carry out the terms of this agreement for any reason, without limiting it to any embargo or regulation of any department or agency of the United States government against the holding or carrying out of said exhibit program as a whole, ASCP shall have the right to cancel the same and this agreement, in which event any payment made by the Exhibitor to ASCP shall be returned to Exhibitor, and ASCP hereby expressly waives any and all claims of any kind and nature except for such amount as Exhibitor has previously paid for space, excepting if said event causes the exhibit program to be canceled ten days or less prior to the opening date of such exhibit program, fifteen

(15%) percent of the full exhibit contract fee will be retained by ASCP.

#### **LIABILITY**

Exhibitor must operate and maintain exhibits so that no injury will result to any persons or property. Exhibitor undertakes and agrees to indemnify and hold harmless ASCP and its officers, board, agents, and representatives from any and all claims for damages, suits, etc., by any person by reason of negligence of the Exhibitor, its agents, representatives, or employees. Exhibitor agrees to release and to indemnify and hold harmless ASCP and its officers, board, agents and representatives from any and all claims for damages, suits, etc., for injuries to themselves or their employees and for damages to property in their custody, owned or controlled by them, which claims for damages may be incidental to, grow out of, or be connected with their use or occupation of space contracted; however, nothing herein shall release ASCP and its officers, board, agents and representatives from any liability for claims, damages, suits, etc., that are the result of the negligence or willful misconduct of ASCP and its officers, board, agents and representatives. Exhibitor must surrender space occupied by him in the same condition as it was at the commencement of occupation. The Exhibitor shall assume all responsibility for damage to the exhibit hall and shall indemnify and hold harmless the exhibit facility, ASCP and its officers, board, agents and representatives for all liability which might ensue from any cause whatsoever arising out of the Exhibitor's participation in the exhibit program or in conference activities. ASCP will not be liable in any instance for any unforeseen expenses incurred by Exhibitor due to the terms of the lease that ASCP has with the exhibit facility.

#### **INSURANCE**

The exhibitor 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 the American Society of Consultant Pharmacists, SPARGO, Inc., the Gaylord Palms Resort & Convention Center and Shepard Exposition Services as an additional insured. During the term hereof, the exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for exhibitor. All property of the exhibitor 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 SPARGO, Inc. or its agent or representative as soon as practical but in no event more than three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

#### **EXHIBITOR BADGES**

Appropriate badges will be furnished to Exhibitors and their employees by ASCP upon proper registration. Exhibitor badges give Exhibitors access to conference activities. Each company is entitled to 4 complimentary badges per contracted space. Additional badges may be purchased.

#### **TAX AND LICENSING**

Exhibitors who choose to sell products or services assume full responsibility for securing licenses and collecting all applicable fees and taxes. Exhibitor will comply with all federal, state, and local laws as well as the rules and regulations of the host venue. Exhibitors will be liable for all obligations resulting from non-compliance and will indemnify and hold harmless ASCP from any and all costs and/or expenses (including counsel fees) involved in addressing or defending any matters arising in whole or in part from Exhibitor's sale of products or services.

#### **SERVICE INFORMATION**

All services customarily required by exhibitors will be available and must be obtained through the official service contractor. No other contractors will be permitted without prior written approval of ASCP. Complete shipping instructions and information regarding furniture, carpet rental, electrical work, labor and dismantling, drayage, etc. will be available to exhibitors in advance. A service desk will be maintained in the exhibit area.

#### **VIOLATIONS**

Any violation of these terms and conditions and/or the rules and regulations contained in the prospectus on the part of any Exhibitor will nullify Exhibitor's right to occupy space. Such Exhibitor will not be released from liability and will forfeit to ASCP all monies that have been paid. In case of any violation of the terms and conditions and/or the rules and regulations on the part of the Exhibitor, right is hereby given to the ASCP, at its option, to terminate the agreement to occupy space, and the ASCP may enter and take possession of the space occupied by the Exhibitor and remove all persons and goods at the Exhibitor's own risk.

#### **AMENDMENT TO TERMS AND CONDITIONS**

Any and all matters or questions not specifically covered by the terms and conditions contained herein shall be subject to the sole discretion of ASCP. ASCP may, in its sole discretion, make reasonable changes, amendments, or additions to these terms and conditions. Any such changes, amendments, or additions shall be binding on Exhibitor equally with the other terms and conditions contained herein.

#### **THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries of these terms and conditions, and no person not a party to these terms and conditions may enforce them or rely on them, in whole or in part.

#### **DISPUTES**

In the event of a dispute between the parties with respect to the Exhibitor's obligations or compliance with these terms and conditions, the parties shall work together in good faith and in a prompt and cooperative manner to develop or facilitate a resolution.

#### **LIMITATION ON ASCP'S LIABILITY**

Neither the meeting/exhibition sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to exhibitor or to exhibitor'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 conference or exposition event. By signing this Agreement, exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless the meeting/exhibition sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of exhibitor, exhibitor's agents, employees or representatives.

September, 2016