

HFMA Region 11 Symposium Exhibitor/Sponsor Rules and Regulations

Upon completion of the Exhibitor/Sponsor Application Form, the deposit and/or payment of the fee, the following specified rules and regulations shall become the contractual obligation for exhibit space at the Healthcare Financial Management Association (hereinafter described as HFMA) Region 11 Symposium.

1. Exhibitor's Representatives. No more than two of the exhibitors' representatives (per 100 square feet of exhibit space) will be allowed in the booth at one time with no additional charge to the exhibitor. For each additional exhibitor representative, a charge of \$250.00 per representative will be assessed with a maximum of four (4) representatives per 100 square feet (10 x 10 booth) and eight (8) representatives per 200 square feet (10 x 20 booth).

2. Liability and Security. Exhibitors will make provisions to insure and safeguard their goods and materials. Exhibitors will leave the exhibit space in the same condition as it was found. Exhibitors are responsible for claims and demands on account of injury or death or damage to property occurring in or upon the exhibitor's booth space or because of the negligent acts of the exhibitor, exhibitor's employees, servants, agents, licenses or contractors, the exhibitor agrees to indemnify and hold harmless HFMA from and against liability claims, and demands which arise in connection with the undertakings and responsibilities of the exhibitor. Neither the HFMA, its service contractors, nor the owners of the Hotel/convention space, their agents, servants, contractors, or employees shall be liable for the injuries to any person or for the damage or theft of property owned or controlled by the exhibitor unless caused or resulting from the negligence of HFMA or the owners of the Hotel/Convention Center or their respective agents, servants, and employees. If any part of the exhibition hall is destroyed or damaged so as to prevent HFMA from permitting an exhibitor to occupy assigned space during part or the whole exhibition period, or in case occupation of assigned space during any part of the whole exhibition period is prevented by strikes, acts of God, national emergency, or other cause beyond the control of HFMA, the exhibitor will be charged for the space for the period the space was or could have been occupied by the exhibitor and the exhibitor hereby waives the right to make claims against HFMA, its directors, officers, agents, or employees for losses or damage which arise.

3. Other Activities. Exhibitor activities will be confined to the exhibitor's allotted exhibit space except for entertainment and social functions, as set forth in Paragraph 4. Giveaway items will be submitted for approval to HFMA before the opening of the exhibition, except for plastic bags, pens, pencils, and the exhibitor's products. Exhibitors distributing approved "stick-ons" may not place "stick-ons" on the attendee's badge.

Drawings, raffles, lotteries and contests are encouraged. In the event that exhibitor desires to have any activities or entertainment in the exhibit hall such as impersonators, musicians, caricaturists, magicians and like entertainment, it must be pre-approved by HFMA no later than thirty (30) days before the event.

4. Social Functions. Exhibitors/Sponsors are encouraged to hold social events after the Gala Opening Reception, as long as such events do not conflict with any HFMA scheduled event. The exhibitor functions will be by invitation only, will not include blanket invitations, and clearly state they are not HFMA sponsored functions.

5. Space. Space assigned to the exhibitor is for their exclusive use. Exhibitor shall not assign or sublet any space allocated to them without the duly signed consent of HFMA and any attempted assignment shall be null and void.

6. Booth Restrictions. Any portion of an exhibit that, in the reasonable judgment of HFMA obstructs the view, interferes with the privileges of other exhibitors, extends beyond the designated booth space, or for any reason becomes objectionable, must be immediately modified or removed by the exhibitor at the event.

7. Set-Up/Dismantle. Each exhibitor will have their exhibit in place before the official opening of the exhibition and have their exhibit dismantled and removed after the closing of the exhibition. The exhibitor assumes all risk for the shipment and delivery of all property shipped by the exhibitor and agrees that no early teardowns shall be attempted and that early teardowns are not permitted.

8. Equipment Delivery. Exhibitor shall be responsible for the delivery of their equipment and display material and for removal of the equipment and or display material.

Exhibitor shall designate at least ten (10) days before the event any individual (s) that are not otherwise registered who will be assisting or setting up the exhibit space. Failure to designate such individual (s) may prevent/preclude access to that individual (s) exhibit space.

9. Use of Attendee Mailing Information
Exhibitors/Sponsors are granted a ONE-TIME only use of the pre and post-symposium lists for the purpose of mailing a single packet of advertising or other information and materials to promote your own products or services both before and after the symposium. Email addresses, phone numbers and fax numbers will not be provided. Exhibitors/Sponsors agree that no telephone/email solicitation to, or telephone/email follow up of the list will be made or permitted and that any follow-up can be made only to those persons on the list who respond to the one-time mailing.

10. Warranty/Guarantee. HFMA does not warrant or guarantee any specific level of traffic at this event. Exhibitor assumes the sole risk with

regard to the amount of business traffic at the event. HFMA shall not be liable to exhibitor for any reduction in traffic at the event and shall make no refund or other exchange with regard to a decrease or reduction in expected traffic.

11. Other Obligations. The Exhibitor/ Sponsor agrees that it is subject to any other contracts or obligations with the hotel, its affiliates or related contractors. Matters and questions not covered by these rules and regulations are subject to the decision of HFMA, at its discretion, including, but not limited to, unprofessional and disorderly conduct and behavior. These rules and regulations may be amended at any time by HFMA and shall be equally binding on all parties affected by them, as are the original regulations.

12. Laws, Ordinances & Regulations.
Exhibitors shall abide by all federal, state and local laws, ordinances and regulations.

13. Arbitration. Should any dispute arise concerning the contract, services provided, or circumstances involving the exhibit rules and regulations, the parties will try in good faith to settle the dispute directly. Any unsettled claim arising out of or relating to this agreement, or the breach thereof, will be administered by the American Arbitration Association, under its commercial arbitration rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration proceedings, including any hearings will be held in the county of Los Angeles, California, the cost of the arbitration including the arbitration fees, will be borne by the individual parties to the proceedings.

14. Cancellation. In the event that the sponsor and/or exhibitor wish to cancel their sponsorship participation, there will be no refunds within thirty (30) days of the event and all refunds will be subject to an administrative fee of ten percent (10%).

15. Other Applicable Contracts. It is understood that this is a separate contract governing the rules and regulations between the exhibitor/sponsor and HFMA, and is independent of the contract executed by any sponsor and/or exhibitor with the convention service company, or the convention hotel/site.

DATED

COMPANY NAME

COMPANY REPRESENTATIVE NAME

TITLE