

Company Logistics Information

Company Name: _____
Contact Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____
Phone: _____ Ext: _____
Website: _____
Email: _____

Booth Location Preferences: In the case that you are unable to select your booth space, ASHRM reserves the right to select on your behalf to allow you your priority in selection. Below please list your desired booth numbers. ASHRM will make every effort to accommodate your preferences, but requests are not guaranteed to be fulfilled.

1st Choice: _____ 2nd Choice: _____ 3rd Choice: _____

Payment Information & Acceptance: Exhibit fees are \$2,750 per 10'x10' booth, plus an additional corner fee charge of \$200 for each open corner. A deposit of 50% of the total cost of reserved space must be submitted within 30 days of reserving your space. Cancellations before April 26, 2019 will incur an administrative fee of 50% of the total booth cost. After April 26, 2019, full payment is required with contract and absolutely no refunds will be made on cancellations or reductions of space. See ASHRM's Contract Conditions/Rules & Regulations for complete terms and conditions regarding cancellations and reductions.

Cost of Rental

of booths x \$2,750: _____

of open corners x \$200: _____

Total Booth Fee: _____

Payment Type

A deposit of 50% of the total cost of reserved space must be submitted within 30 days of reserving your space. After April 26, 2019, full payment is required with contract and absolutely no refunds will be made on cancellations or reductions of space.

Please indicate your method of payment below:

Check Number: _____
Make check payable to ASHRM 2019 Annual Conference and remit to the following address. Must include a copy of invoice or contract with check.

American Society for Health Care Risk Management (ASHRM 2019)
75 Remittance Drive, Suite 1272
Chicago, IL 60675

Credit Card
Payment by credit card will be completed online. A link to submit your credit card payment will be on your invoice.

ASHRM's Taxpayer Identification Number: 36-0726140

DO NOT SIGN THIS SPACE APPLICATION & CONTRACT WITHOUT FIRST READING THE CONTRACT CONDITIONS/RULES & REGULATIONS. I am an authorized representative of the company named in this Space Application and Contract with the full power and authority to sign and deliver this Space Application and Contract. By signing this Space Application and Contract, exhibitor agrees to abide by all terms as printed in the Contract Conditions/Rules & Regulations. I further acknowledge that ASHRM reserves the right, in its absolute discretion, to reject this Space Application and Contract. This application shall not become a binding contract until fully executed by both parties (exhibitor and ASHRM). Booth confirmation email will constitute ASHRM's acceptance of this application.

Signature: _____

Date: _____

Print Name: _____

Submit

Remit Completed Contract with Deposit to:
American Society for Health Care Risk Management (ASHRM 2019)
75 Remittance Drive, Suite 1272
Chicago, IL 60675

Questions?

Please contact Amanda Strombeck
at astrombeck@smithbucklin.com
or 312-673-4844.

OR

Please contact Nick Schuette at
nschuette@smithbucklin.com
or 312-673-4974.

1. Exhibitor Rules & Regulations

By applying for exhibit space, a company agrees to adhere to all of the terms and conditions of these Contract Conditions, Rules & Regulations (the "Rules & Regulations") and of the 2019 Space Application and Contract (the "Application" and together with the Rules & Regulations, the "Agreement"). ASHRM requires the full cooperation of the exhibitor in their observance. Please be sure that your promotional department or anyone else involved in the arrangements for your exhibit has a copy of the Agreement.

2. Sponsorship/Purpose

ASHRM's 2019 Annual Conference & Exhibition (hereafter, the "Annual Conference") is sponsored by the American Society for Healthcare Risk Management (ASHRM) of the American Hospital Association (AHA). The purpose of the exhibiting is to complement the professional meetings and education sessions by informing and educating registrants on the latest developments in the healthcare industry, related technologies, systems, equipment, products and services. The term "ASHRM" used in this Agreement shall mean the American Society for Healthcare Risk Management of the American Hospital Association (AHA) and as the context may require, its employees or agents, duly acting for ASHRM in the management of the Annual Conference.

3. Official Tradeshow Management

SmithBucklin will orchestrate management of ASHRM's 2019 Annual Conference and be known as ASHRM Show Management. SmithBucklin is responsible for assigning exhibit space and managing onsite logistics. SmithBucklin acts as a liaison between ASHRM and the exhibitors and official Annual Conference contractors. If you have any questions about your exhibit booth, contact SmithBucklin directly.

SmithBucklin

330 North Wabash Avenue, Suite 2000
 Chicago, IL 60611
 Phone: 312-673- 5631
 E-mail: ashrm@smithbucklin.com

4. Exhibit Space Cost

Exhibit space will be rented at the rate of \$27.50 per square foot, or \$2,750 per 10' x 10' booth. A \$200 per corner surcharge will be levied for all corner booths. All spaces are sold in 10' x 10' increments. This rate includes a 7" x 44" booth identification sign, a booth identification sticker and pipe and drape for in-line and perimeter booths.

Exhibitor must pay ASHRM a deposit equal to 50% of the total space rental charges no later than 30 days from the invoice date in the manner set forth on the invoice. ASHRM (or SmithBucklin, on ASHRM's behalf) may invoice you for this deposit any time after ASHRM (or SmithBucklin, on ASHRM's behalf) received and accepts a completed Application. The full balance of space rental charges must be received by ASHRM no later than April 26, 2019. All payments shall be made to ASHRM in the manner specified on the Application. If any of the above payments is not made in accordance with the above terms and conditions, ASHRM will be under no obligation to you under this Agreement or otherwise, meaning among other things that any space previously reserved for you will be subject to release in ASHRM's sole discretion without notice and without any further obligation of any kind by ASHRM. Applicants who submit applications that are received after April 26, 2019 ("Late Applicants") must include full payment to be considered for acceptance and, if accepted by ASHRM, any such payment shall be non-refundable. Each Late Applicant understands and agrees that even if the Late Applicant is

accepted as an exhibitor for the Annual Conference and given booth space (a decision which shall be in ASHRM's sole discretion), certain benefits of timely applications, such as inclusion in ASHRM's promotional materials for the Annual Conference, may not provide to the Late Applicant notwithstanding that such Late Applicant has made payment in full.

5. Space Assignment

Exhibitors shall identify their ideal exhibit space locations as further set forth on the Application. Exhibitors are encouraged not to concentrate all space choices in one area of the floor plan. The priority point system outlined below will be used to assign exhibit space for contracts received at the 2019 Annual Conference & Exhibition after which all space will be assigned on a first-come, first-served basis.

Exhibit Participation:

- 1 point for each 10' x 10' booth for the current year
- 1 point for participation as an Exhibitor for each year, beginning with the 1996 Annual Conference & Exposition through 2018.

There is a one-year grace period for exhibiting. Exhibitors may miss one year and all points (beginning with the first year that your company participated) will count. If there has been no participation for two consecutive years, only the participation leading up to the current Annual Conference will be considered when the company begins exhibiting again; e.g., if a company participated in 1996 and has not missed two consecutive years, all points (1 point per year exhibited) will count. If a company participated from 1996 to 2001, missed 2002 and 2003 and started participating again in 2004, only the points earned beginning with the 2004 Annual Conference will count.

Sponsorship Participation:

Points are determined by sponsorship level (see below). Sponsorship points are non-cumulative and are based solely on current sponsorship investment:

Sponsorship Level	Sponsorship Investment	# of Points
Elite (3)	\$40,000	6
Advocate (5)	\$30,000	4
Support (Unlimited)	\$20,000	2

If more than one company shares the same number of priority points, selection order is determined based on receipt date and time of each Application. Because it is nearly impossible to contact all Exhibitors for new selections of booth space, ASHRM reserves the right to assign the next most suitable space when the requested space is not available. ASHRM also reserves the right, at its sole discretion, to modify the floor plan to accommodate space sales or to avoid conflicts, and, should conditions dictate, ASHRM reserves the right to adjust the floor plan and relocate exhibit booths as necessary. If deposit payment is not received with contract prior to space selection, your company will not be included in the priority point assignment. The preferences given for booth space locations are guidance and are not guaranteed by ASHRM. If two exhibiting companies merge, or one exhibiting company buys another company, the higher of the two point totals will be used. Points cannot be totaled together. If a company that has not exhibited in the past purchases an exhibiting company, the new owner company will take on the points of the past exhibiting company. Subsidiary companies that are

under another corporate umbrella who later become stand-alone may not take their points earned in previous years with the parent company.

6. Reductions of Space and Cancellations

Reduction of Space: If a notice requesting reduced space is received on or prior to April 26, 2019, ASHRM will refund only 50 percent of the total cost for the reduced space e.g., if an exhibitor purchases three booths at a cost of \$2,750/booth for a total cost of \$8,250, and then timely sends a notice to ASHRM reducing by one booth (from three to two booths), then ASHRM would send the exhibitor a refund in the amount of \$825 (i.e. 50% of total cost of the one booth reduced). If notice is received after April 26, 2019, no refunds whatsoever are issued on reduced space.

Cancellation of Space: If an applicant notifies ASHRM in writing on or before April 26, 2019 of its decision not to participate in the Annual Conference and requests a refund, a refund shall be given on all amounts paid by that applicant for booth space except for the 50% deposit for each booth which ASHRM shall retain. After April 26, 2019, ASHRM will not issue refunds whatsoever on any amounts paid for booth space. Deposits or funds received for exhibit balances (to include booth space and corner fees) cannot be transferred to sponsorship.

All reduction and cancellation notices must be in writing and sent via a delivery service which provides confirmation of delivery (i.e., FedEx, UPS, etc.) to the ASHRM Exposition Manager at the below address:
 ASHRM c/o SmithBucklin
 ATTN: Kat Noelke
 330 North Wabash Avenue, Suite 2000
 Chicago, IL 60611

Notwithstanding the foregoing, cancellation notices may also be sent via email, addressed to ashrm@smithbucklin.com, provided that the cancelling exhibitor obtains confirmation of ASHRM's receipt of the email on or before the cancellation deadline.

No-shows will be treated as cancellations starting at 3:00 p.m. on Sunday, October 13, 2019. Any exhibit space not installed by 3:00 p.m. may thereafter only be set-up at the sole discretion of ASHRM, and all expenses will be charged to and payable by the exhibiting company. In the best interest of the exhibits, ASHRM reserves the right, in its sole discretion, to reassign any no-shows or un-set exhibit space after 3:00 p.m. There will be absolutely no refunds whatsoever and all space contracted for must be paid in full, even if ASHRM re-assigns no-show or un-set exhibit space to a paying exhibitor.

If for any reason beyond ASHRM's control, the ASHRM Annual Conference must be cancelled, shortened, delayed, or otherwise altered or changed, exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of ASHRM or ASHRM's directors, officers, employees, agents, or subcontractors. Exhibitor understands that it may lose all monies it has paid to ASHRM for space and/or sponsorship at the Annual Conference, as well as other costs and expenses it has incurred, including travel to the Annual Conference, setup, lodging, freight, employee wages, etc.

Exhibitor, as a condition of being permitted by ASHRM to be an exhibitor at the ASHRM Annual Conference, agrees to indemnify and hold harmless ASHRM and ASHRM's directors, officers employees, agents, and subcontractors from any and all loss which exhibitor may suffer as a result of an Annual Conference cancellation, duration, delay, or other alterations or changes

caused in whole or in part by any reason outside ASHRM's control.

7. Suitability of Exhibits and Retail Sales

Notwithstanding any other provision in the Agreement, ASHRM reserves the right to determine the eligibility of any exhibitor for inclusion in the ASHRM Annual Conference and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of ASHRM, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. The foregoing prohibition relates to persons, conduct, articles or merchandise, printed materials, souvenirs, catalogs and any other items, without limitation, which reflect the character of the exhibit.

No retail sales, where payment is received and product delivered, are permitted within the exhibit area at any time. Payment and/or orders may be taken for future delivery.

8. Intellectual Property Matters

The exhibit grants ASHRM a fully paid, irrevocable, non-exclusive worldwide license to use the exhibitor's name and logo in any or all of the promotional materials—both online and in print—identified in the 2019 Exhibitor Prospectus & Application and in any other materials related to the Annual Conference. This license shall survive termination or expiry of the Agreement. The exhibitor represents and warrants to ASHRM that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by exhibitor) or other intellectual property rights of any third party. The exhibitor agrees to immediately notify ASHRM of any information of which exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The exhibitor agrees to indemnify, defend, and hold ASHRM, its agents, successors, and assigns harmless from and against all losses, damages, and costs (including reasonable attorneys' fees) arising out of or related to claims of infringement by exhibitor of the trademarks, copyrights, and other intellectual property rights of any third party. Notwithstanding the foregoing, ASHRM shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights, or other intellectual property of any third party arising out of the actions of any exhibitor.

9. Exhibit Setup

Set-up of exhibits will commence in the Baltimore Convention Center starting at 8:00 a.m., Saturday, October 12, 2019. If an exhibit is not set up by 3:00 p.m., Sunday, October 12, 2019, ASHRM reserves the right to re-assign such space to another exhibitor or to make such other use of the space as deemed necessary or appropriate. ASHRM reserves the right to set up the exhibit or remove the freight from the booth at the exhibitor's expense. No refund will be made to the original contracting exhibitor. ASHRM reserves the right to modify setup, exhibit, and dismantle hours in which case all exhibitors will be notified.

Empty boxes cannot be stored behind the exhibit booth. They must be removed from the exhibit hall prior to the Solution Center opening and cannot be returned prior to the conclusion. No part of any exhibit, or signs relating thereto, shall be posted, nailed, or otherwise attached to columns, walls, floors, or other parts of the building or its furniture, in any way to deface same. Damages arising from failure to observe these rules shall be payable by the exhibitor.

An exhibitor may use the services of an outside independent contractor only for the installation and

dismantling of the exhibit provided that they submit an Exhibitor Appointed Contractor (EAC) form to The Expo Group along with a valid Certificate of Insurance.

If exhibitors intend to use an Exhibitor Appointed Contractor to install and/or dismantle their booth, the exhibitor must notify ASHRM by August 9, 2019. A notification form will be provided in the Exhibitor Service Manual. An original certificate of insurance must be filed with ASHRM in order for any exhibitor appointed contractors to gain access to the Solution Center.

Any exhibitor occupying an Island, Split Island, Peninsula, or Modified Peninsula space is required to submit a detailed floor plan, including dimensions, ASHRM for review and approval thirty (30) days prior to the Solution Center opening. Floor plans should be submitted via email to ashrm@smithbucklin.com.

Exhibitors must abide by all of the union, labor, and set-up rules and regulations of the Baltimore Convention Center. A detailed list of all rules and regulations is included in the Exhibitor Services Manual, made available to exhibitors ninety (90) days prior to the Solution Center opening. To obtain these rules prior to this time, contact ASHRM's Exhibition Manager at 312-673-5631. The Baltimore Convention Center has reserved the right to update, change, or amend its rules and regulations after publication in the Exhibitor Services Manual.

10. Booth Construction

Standard Inline Booth

Inline booths have only one side exposed to an aisle and are generally arranged in a series along a straight line. Individual booths may be combined to form a larger inline booth space.

Dimensions

For purposes of consistency and ease of layout, all inline booths are 10' (3.05m) across the front and a depth of 10' (3.05m).

Use of Space

Regardless of the number of inline booths utilized, e.g., 10' by 20' (3.05m by 6.10m), 10' by 30' (3.05m by 9.14m) etc., exhibit fixtures should be arranged in a manner as not to obstruct sight lines of neighboring Exhibitors. The maximum height of 8' (2.44m) is allowed in the rear of the booth space, with a 4' (1.22m) height restriction imposed on all exhibit fixtures within 5' (1.52m) of an aisle. When two (2) or more inline booths are used in combination as a single exhibit space, the 4' (1.22m) height limitation is applied only to that portion of exhibit space which is within 10' (3.05m) of an adjoining booth.

Corner Booth

A corner booth is an inline booth exposed to aisles on two (2) sides. All other guidelines for inline booths apply.

Perimeter Booth

A perimeter booth is an inline booth that backs up to an outside wall of the exhibit facility rather than to another exhibit. All guidelines for inline booths apply to perimeter booths with the exception that the maximum back wall height is 12' (3.66m).

Peninsula Booth

A peninsula booth is exposed to aisles on three (3) sides and composed of a minimum of four (4) booths. Backwalls must be finished and cannot contain copy. There are two (2) primary types of peninsula booths: one which backs up to inline booths and one which backs up to another peninsula booth and is referred to as a split island booth.

Dimensions

When a peninsula booth backs up to two (2) inline booths, the backwall is restricted to 4' (1.22m) in height within 5' (1.52m) of the aisle and 10' (3.05m) of the adjoining booths. 20' (6.10m) is the maximum

height allowance for the center portion of the backwall, exhibit fixtures, components and identification signs.

Any Exhibitor occupying a peninsula booth is required to submit a detailed floor plan with dimensions, including height, of all items in the booth, including hanging signage, to ASHRM Tradeshow Management for review and approval thirty (30) days prior to the Solution Center opening. Floor plans should be sent via email to ashrm@smithbucklin.com.

Split Island Booth

A split island booth is a peninsula booth that shares a common backwall with another peninsula booth. The entire cubic content of this booth may be used up to the maximum content of 20' (6.10m), including signage. Backwalls must be finished and cannot contain copy.

Any Exhibitor occupying a split island booth is required to submit a detailed floor plan with dimensions, including height, of all items in the booth, including hanging signage, to ASHRM Tradeshow Management for review and approval thirty (30) days prior to the Solution Center opening. Floor plans should be sent via email to ashrm@smithbucklin.com.

Island Booth

An island booth is any size booth exposed to aisles on all four (4) sides. The entire cubic content of this booth may be used up to the maximum content of 20' (6.10m), including signage.

Any Exhibitor occupying an island booth is required to submit a detailed floor plan with dimensions, including height, of all items in the booth, including hanging signage, to ASHRM Tradeshow Management for review and approval thirty (30) days prior to the Solution Center opening. Floor plans should be sent via email to ashrm@smithbucklin.com.

Canopies/Ceilings, Hanging Signs & Graphics, and Multistory Exhibits

Canopies, including ceilings, umbrellas and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or for hanging products). Canopies for inline or perimeter booths should comply with line of sight requirements and may not protrude into the aisle. The base of the canopy should not be lower than 7' (2.13m) from the floor within 5' (1.52m) of any aisle. Canopy supports should be no wider than 3" (7.62cm). This applies to any booth configuration that has a sightline restriction, such as an inline booth. Hanging signs and graphics are permitted in all peninsula, modified peninsula, split island and island booths to a maximum height of 20' (6.10m) to the top of the sign. Whether suspended from above or supported from below, they should comply with all use-of-space requirements. If within 5' (1.53m) of an adjacent booth, and if the placement complies with the use-of-space requirements, the side facing the adjacent booth should be finished and not contain any copy.

A multi-story exhibit is permitted in all peninsula, modified peninsula, split island and island booths to a maximum height of 16' (4.88m). Multi-story exhibits may require approval and building permits from the Baltimore Convention Center and/or Baltimore Fire Marshal and/or the city of Baltimore. Exhibitors should obtain permits early on to ensure that all time constraints are met.

Fire and safety regulations for the Baltimore Convention Center may apply to canopies/ceilings, hanging signs & graphics, and multistory exhibits will be included in the Exhibitor Services Manual made available to Exhibitors in ninety (90) days prior to the Solution Center opening. For an advance copy,

contact ASHRM Tradeshow Management by sending an e-mail to ashrm@smithbucklin.com. The Baltimore Convention Center and Calvert County have reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

11. Exhibit Hours and Admission

Admittance during non- Solution Center hours without permission from ASHRM Tradeshow Management is prohibited. Children under the age of 16 are not permitted on the exhibit floor at any time. ASHRM Tradeshow Management shall have the sole control over admission policies. All persons visiting the exhibit area, including exhibit booth representatives, will be required to register and to wear an appropriate badge.

12. Dismantling of Exhibits

Exhibits are to be kept intact until the closing of the Solution Center at 2:00 p.m. on Tuesday, October 15, 2019. All exhibits on the exhibit floor are to be fully removed by 12:00 Noon, Wednesday, October 16, 2019. If exhibits are not removed by the specific time, ASHRM has the right to remove exhibits and charge the expense to the Exhibitor. Any Exhibitor who begins dismantling and removal of their display before the close of the Solution Center may lose priority points and/or the privilege of exhibiting at future Annual Conferences. This rule will be strictly enforced.

13. Shipment of Exhibits

The official general service contractor will receive freight shipments for Exhibitors. Exhibitors who wish to forward materials in advance of the exhibit opening must consign their exhibits to the official general service contractor. Exhibits and related materials will not be accepted in advance as freight by the Baltimore Convention Center will be redirected to the official Annual Conference decorator at the Exhibitor's expense. Shipping information will be included in the Exhibitor Services Manual, made available to Exhibitors ninety (90) days prior to the Solution Center opening.

14. Exhibit Staffing

Exhibits must be staffed by qualified employees of the Exhibitor at all times during Solution Center hours. Each individual staffing an Exhibitor's booth is required to register and must wear the Exhibitor badge furnished. Exhibitors are provided four (4) complimentary exhibit only badges and one (1) complimentary full conference badge for the first 100 square feet of exhibit space purchased. For each additional 100 square feet of exhibit space purchased, Exhibitors are provided two (2) additional complimentary exhibit only badges. ASHRM reserves the right to require Exhibitors to stay at ASHRM's preferred hotels in order to receive their complimentary badges.

15. Subletting Prohibition

Exhibitors may not assign or sublet this contract, or permit others to use any contracted exhibit space without the express approval of ASHRM Tradeshow management. Exhibitors must display only products or services manufactured or sold by them in the regular course of business. The featuring of names or advertisements of non-exhibiting firms or businesses will not be permitted. If an article of a non-exhibiting firm or business is required for the operation or display of any Exhibitor's wares, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article is sold in the regular course of business.

16. Canvassing by Non-Exhibitors

The Annual Conference is limited to registered attendees as well as registered representatives of firms, professional organizations and dealers who have contracted with ASHRM for exhibit space and/

or sponsorship. No other persons or concerns will be permitted to demonstrate their products or distribute advertising materials at any time during the Annual Conference. Market research companies will be assigned space only if research is being done for a company exhibiting on the floor. Research companies must indicate on the exhibit application the company for which they are conducting market research.

17. Pre-Show/Post-Show Attendee Lists

Each exhibiting company is entitled to receive a complimentary copy of the pre and post show attendee list with the purchase of an exhibit booth space. The pre-show and post-show attendee mailing list are for one-time use mailing of a single packet of advertising or other information and materials to promote their own products or services in conjunction with the Annual Conference. Use of mailing lists is exclusive to exhibiting companies and is non-transferable. Companies that violate the one-time use only policy are subject to a fine ten times the cost of the mailing list rental and may lose some or all of its priority points with ASHRM as well as the privilege of exhibiting at future ASHRM events.

The list of names and addresses is, and remains, the sole and exclusive property of ASHRM, and may not be used for any purpose, or incorporated into any other list or database, without ASHRM's express written consent. Lists contain decoy names to detect unauthorized or illegal use. ASHRM does not provide e-mail addresses, fax numbers or phone numbers to Exhibitors on the pre-show or post-show attendee lists. Attendees may choose to provide their e-mail address, fax numbers and/or phone numbers to Exhibitors in their exhibit booth. The Exhibitor agrees not to violate the above rules pertaining to the pre-show and/or post-show attendee list.

18. Company Description for Mobile Application

Each exhibiting company will have a listing in the mobile application (depending on date contract is submitted) including contact information and a 30-word company description. ASHRM will make every attempt to collect the description from the primary logistics of the exhibiting company but if no response is received, ASHRM reserves the right to use a description submitted in a previous year or to use information from the exhibiting company's website.

19. Continuing Education

Programs awarding contact education credit must be kept separate from staffed exhibits, promotional presentations or electronic advertisements.

20. Irregular Activities

All activities of each Exhibitor must be confined to the Exhibitor's allotted exhibit space except for entertainment and social functions. Demonstrations in booths must be designed to take place and keep the audience within the existing booth space to allow free access in the aisles. Noisemakers of any kind will not be permitted as giveaways. Exhibitors may not place "stick-ons" on attendees' badges. Sideshow tactics or other undignified methods considered by ASHRM to be objectionable are expressly prohibited in the Solution Center. Demonstrations using live models are prohibited.

21. Promotions, Contests, Sweepstakes, Random Drawings

In the event that Exhibitor advertises, markets, promotes and/or administers any type of promotion including but not limited to giveaways, sweepstakes, drawings, contests in connection with the event (collectively "Promotion"), Exhibitor agrees that it shall use, publish and make available to entrants official rules for the Promotion which shall include at a minimum the Mandatory Disclosures set forth in the Exhibitor Services Manual, without change. Exhibitor

is solely responsible for (1) compliance with all applicable laws in the advertising, marketing, promotion and/or administration of the Promotion; and (2) all costs, damages, liabilities, losses or injuries occasioned by the same. In the event Exhibitor does not comply with these provisions relation to Promotions ASHRM may terminate the Promotion on notice to Exhibitor.

ASHRM and its subsidiaries and affiliated companies and agencies and each of their respective officers, directors, employees, representatives and agents (collectively, the "Related Parties") SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT INCLUDING WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING OUT OF ANY PROMOTION, THE AWARDED, DELIVERY, OR USE OF ANY PRIZE OR ANY ACTIONS OR OMISSIONS OF EXHIBITOR OR ANY THIRD-PARTY IN CONNECTION WITH ANY PROMOTION. Exhibitor shall defend, indemnify, and hold the Related Parties harmless against any and all costs or liability for any injuries, losses or damages of any kind, resulting in whole or in part, directly or indirectly, from acceptance, misuse or use of the prize or participation in or exclusion from any Promotion or in any Promotion-related activity, or any actions or omissions of Exhibitor in connection with the Promotion.

Exhibitor may not use ASHRM trademark, trade name, logo, slogan, or other designation in the advertising of any drawings, game of chance or raffles without express written permission of ASHRM.

22. Use of Space - General

A. No Exhibitor will be permitted to display or distribute literature or any promotion outside the confines of the assigned booth space in the Solution Center unless written permission is given by ASHRM. Distribution or display of promotional material in public areas or education session rooms of the Baltimore Convention Center are strictly prohibited.

B. Exhibitors are prohibited from possessing, displaying or depicting any products or components or company names in their booth which could be interpreted as being a promotion of another company.

C. No exhibit will be permitted which interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.

D. Helium balloons, lighter-than-air objects, gummed stickers or labels will not be permitted as handouts/souvenirs. Distribution by Exhibitors, or their agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's booth space.

E. Any special promotions, music or stunts planned for the Solution Center, must be cleared with ASHRM. ASHRM reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.

F. ASHRM reserves the right to control all suites and meeting rooms in the Baltimore Convention Center and in those hotels participating in the ASHRM housing block. These controls have already been set up with the proper person in each property. Request forms for function space including meeting and hospitality rooms are included in the Exhibitor Services Manual, made available to Exhibitors ninety (90) days prior to the Solution Center opening. No entertainment, meetings, or similar activities for ASHRM attendees can be scheduled during official

Solution Center or program hours, including social events, without direct approval from ASHRM.

G. No animals are permitted in the Baltimore Convention Center other than service animals.

H. Exhibitors must abide by all of the facility rules and regulations of the Baltimore Convention Center. A detailed list of all convention center rules and regulations are included in the Exhibitor Services Manual, made available to Exhibitors ninety (90) days prior to the Solution Center opening. To obtain these rules prior to their publication email

ashrm@smithbucklin.com. The Baltimore

Convention Center has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

I. The ASHRM logo and ASHRM conference logo may not be used without the express written permission of ASHRM. ASHRM will distribute an official ASHRM Exhibitor logo to all Exhibitors for their use prior to the Exhibition. Exhibitors agree to abide by the guidelines included with the ASHRM Exhibitor logo.

K. All Exhibitors shall be responsible for compliance with the Americans with Disabilities Act. The Exhibitor shall hold ASHRM or its directors, officers, employees, agents or subcontractors harmless from any consequences of exhibiting company's failure in this regard. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact:

U.S. Department of Justice

ADA, Civil Rights Division

Disability Rights Section – NYAV

950 Pennsylvania Avenue, NW

Washington, D.C. 20530 USA

Phone: 800-514-0301 (voice) or 800-514-0383 (TTY)

Web site: www.ada.gov

L. Exhibitors must have a floor covering in the entire space rented if the exhibit hall is not already covered. If no covering is installed by end of Exhibitor set-up, ASHRM will order carpet for the space at the Exhibitor's expense.

M. All booth personnel must be properly and modestly clothed. Exhibitors must see that any models hired for their firm be appropriately dressed in business or business casual attire and act within the boundaries of good taste.

N. Any Exhibitor wishing to provide food or beverages, both non-alcoholic and alcoholic, in their booth during exhibit hours must receive permission from ASHRM Exhibit Management. For information on how to submit item(s) for approval, e-mail ashrm@smithbucklin.com. Please note that outside food and beverages are prohibited and any items provided should be ordered through the Baltimore Convention Center's catering department which is currently Centerplate.

O. ASHRM must approve all public relations, press and media-related activities of an Exhibitor that will take place on the exhibit floor. All press must have a badge to enter the Solution Center.

23. Use of Space - Audio/Video, Lights, Music, etc.

A. No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring exhibit booths or guests.

B. Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring exhibit booths or guests.

C. No strobe light effects are permitted.

D. Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the

overall booth components and may not protrude into the aisle.

E. Loud speakers or operation of equipment which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.

F. Exhibitors are prohibited from taking videos or photographs of any booths in the Solution Center, other than their own.

G. No Exhibitor shall cause any copyrighted music to be played or performed. Exhibitors are responsible for individual ASCAP/BMI music licensing fees if applicable.

24. Exhibitor-Sponsored Hospitality/ Entertainment Functions

Exhibitors/Sponsors are to conduct social and hospitality functions in a manner that is consistent with the professional and educational nature of ASHRM. Exhibitors sponsoring any type of function are required to adhere to the following guidelines: All planned focus groups; social, or hospitality functions as well as company functions/meetings must be cleared through ASHRM's Conference Manager prior to booking meeting space and must not conflict with the official program.

The final hours will be outlined on the Exhibitor Sponsored Hospitality/Entertainment Request Form which will be included in the Exhibitor Services Manual and must be submitted in order to gain approval. Non-exhibiting/sponsoring companies are prohibited from hosting hospitality functions, market research or focus groups during the Annual Conference. Honoraria and other inducements to attract attendance to focus groups, hospitality functions and non-ASHRM educational meetings are not sanctioned by ASHRM and should be avoided. Host companies must make it clear that their event is not an official ASHRM function. Host companies agree to assume all liability arising out of or in connection with such functions and agree to indemnify ASHRM against any and all liability, claims and demands arising or in connection with such functions.

25. Exhibitor Liability, Indemnification & Insurance

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Solution Center and within the Solution Center. Exhibitors wishing to insure their exhibit material, goods and/or wares against theft, damage by fire, accident or loss of any kind must do so at its sole expense. Neither ASHRM, its directors, officers, employees, agents, subcontractors or management of the Solution Center (hereinafter "Tradeshow Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE TRADESHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

Exhibitor agrees that it will indemnify and hold Tradeshow Management harmless from and against all claims on account of injury to any person or property to the extent that any such injury was caused wholly or in part by an act or omission of Exhibitor or any of its agents, employees, subcontractors, guests, licensees or invitees. This indemnification of Tradeshow Management by Exhibitor is effective unless such injury was caused by the sole negligence, or gross negligence or willful misconduct of Tradeshow Management. Exhibitor agrees that if Tradeshow Management is made a

party to any litigation commenced by or against Exhibitor, or relating to this lease or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including reasonable attorneys' fees, INCURRED BY OR IMPOSED UPON TRADESHOW MANAGEMENT BY REASON OF SUCH LITIGATION.

Exhibitors are required to maintain and provide a certificate of insurance evidencing the following:

1. General liability with limits not less than \$1M per occurrence, \$2M aggregate
2. Owned, hired and non-owned auto liability with limits not less than \$1M per occurrence
3. Workers' compensation with state statutory limits
4. Employer's liability with limits not less than \$500k/\$500k/\$500k
5. Commercial umbrella liability with limits not less than \$1M
6. Personal property and equipment on a special form replacement cost basis

ASHRM, SmithBucklin Corporation and the Baltimore Convention Center are to be listed as additional insured's on a primary and non-contributory basis with respect to general/auto/umbrella liability. A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

25. Amendments/Interpretation

ASHRM reserves the right to amend and enforce these Contract Conditions/Rules & Regulations. Notice of any amendments shall be given to each Exhibitor. Each Exhibitor, for itself, its agents and employees agrees to abide by all Contract Conditions/Rules & Regulations set forth therein, or by any subsequent amendments. ASHRM reserves the sole right to interpret these Contract Conditions/Rules & Regulations.

27. Enforcement/Miscellaneous

The Rules & Regulations set forth herein will be enforced by ASHRM.

A. Any Exhibitor not abiding by any of the ASHRM Contract Conditions/Rules & Regulations, including violation of booth construction/height rules, early dismantling of exhibits, may, at the discretion of ASHRM, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future ASHRM Annual Conferences.

B. This contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State of Federal courts seated in Cook County, Illinois with respect to any action arising out of this Exhibition.

C. This contract will be binding on the Exhibitor's successors.