

American Association of Diabetes Educators (AADE) Terms & Conditions

The above organization is hereinafter referred to as exhibit Manager or Management. Provisions noted herein are considered Terms and Conditions of this contract. Exhibitor agrees to be responsible for complying with any applicable federal, state and local laws, regarding but not limited to sales taxes and fair employment. Management reserves the right to refuse space to any applicant, or to refuse promotional opportunities to any exhibiting sponsor, which in the opinion of Management is unlikely to contribute to the overall objectives of the Annual Meeting. Refer also to Amendments clause.

EXHIBITOR ELIGIBILITY: Participation in AADE '10 is limited to manufacturers and suppliers of products and services used in the education and care of diabetes. AADE reserves the right to accept, reject or condition acceptance based on AADE's sole discretion, for any reason, which need not be disclosed to the applicant.

KIOSK RENTAL INCLUDES: Rental price is \$750.00 and includes a one meter wide, eight foot high kiosk. Kiosk includes Velcro back panel, pavilion carpet, one 10amp electrical outlet, one stool, header, listing in interactive exhibits directory, print directory and two (2) exhibitor badges.

RESERVATIONS: Kiosk reservations taken by telephone, by Fax or by Email will only be held 21 days without deposit. If the deposit and application are not received within that time, the space will be released and resold.

SPACE ASSIGNMENTS: Management shall assign space and reserves the right to change the location of the exhibitor's assigned space as Management deems necessary to the best interests of the Exhibition.

REGISTRATION OF EXHIBIT PERSONNEL FOR THE EXHIBIT AREA: Advance registration will be provided to exhibitors. All exhibitors will be required to register. All mobile kiosk companies will be entitled to two (2) free exhibitor personnel badges.

CANCELLATION: If exhibitor cancels their mobile kiosk for any reason, or if Management cancels because of Exhibitor's default or violation of this agreement, monies paid to Management shall be retained. The retained rental shall be liquidated damages for the direct and indirect costs incurred by Management for organizing, setting up and providing space for Exhibitor, and losses and additional expenses caused by Exhibitor's withdrawal including re-letting the space. All cancellations must be in writing and refunds will be based on the above schedule according to the date on the written refund request.

TERMINATION OF EXHIBIT: Management shall not be liable for any damages or expenses incurred by Exhibitors in the event the Exhibit is delayed, interrupted or not held as scheduled; and, if for any reason beyond the control of Management, the Exhibit is not held, Management may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred by Management.

NON-EXHIBITORS: No firm or organization not assigned space in the exhibit hall will be permitted to solicit business within the exhibit area. Exhibitors are requested to inform the Management of their knowledge of any such occurrence.

CIRCULATION AND SOLICITATION: Distribution of promotional material may be made only within the kiosk area assigned to the Exhibitor presenting such material. Likewise, all sales solicitation and promotional activities must be confined to the kiosk area assigned to Exhibitor.

CHARACTER OF EXHIBITS: No one under the age of 18 is allowed on the exhibit floor at any time. Promotional activities (except for show-sponsored signage and events) and/or sales solicitation outside of the kiosk are strictly prohibited. This includes areas within the convention center, across the street and within site of the convention center, and participating hotels. Violators will lose priority points; repeat offenders will be subject to expulsion. Display equipment must not be placed or displayed outside the Exhibitor's kiosk. Signs, decorations and Exhibitor's equipment must not extend above the back panel or along the divider panels in a manner that would obscure the view of adjoining kiosks. There must be no interference by one exhibitor with the light or space of other exhibitors. Sound apparatus in connection with motion pictures or any similar exhibit must be regulated to a point wherein it will not disturb other exhibitors. Displays must not obstruct the general view, or the view of directional aids. The Management reserves the right to restrict, at any time, any exhibit deemed undesirable and the Management's decision must be accepted as final.

EXHIBITOR-APPOINTED CONTRACTORS: Exhibitors are requested to use the official contractor. Should an outside contractor be used, exhibitors must secure, in advance, written authorization from Show Management at least 30 days prior to the opening of the exhibits. Outside service contractors shall notify the official contractor and the Exhibit Manager of the names and/or number of regular employees who will be working in the exhibit area during the move-in and move-out period 30 days prior to the opening of the exhibits. Certificates of insurance for Liability and Workmen's Compensation are required for outside contractors working in the exhibit area. The Exhibitor is responsible for notifying his outside contractor of the provisions of the rules and regulations, copy of which is to be provided by the Exhibitor to the outside contractor. Rules, regulations and insurance requirements specific to Exhibitor-Appointed Contractors are detailed in the Exhibitor Service Manual. Exhibitor hereby accepts notice that any Exhibitor-Appointed Contractor not fulfilling requirements as directed in the Exhibitor Services Manual will be prohibited from operating on the exhibition floor.

INDEMNIFICATION: The exhibitor or agent signing this agreement agrees to indemnify, defend and hold harmless AADE, Hall-Erickson, Inc. (HEI), the Henry B. Gonzalez Convention Center and their members, directors, officers, employees, at-

torneys, insurers, and other agents from and against any and all claims by third parties, and related costs and expenses (including legal fees and court costs), arising from breach of this agreement by the exhibitor or agent or from any act or omission of the exhibitor or agent.

LIABILITY AND INSURANCE: The Exhibitor assumes entire responsibility and liability for losses, damages and claims arising out of injury or damage to exhibits, displays, equipment and other property brought upon the premises of the designed convention facilities, and shall indemnify and hold harmless the designated convention facilities, their agents, servants and employees from any and all such losses, damages and claims. Exhibitors agree to protect, save and keep AADE, HEI, the Henry B. Gonzalez Convention Center and their respective directors, officers and employees forever harmless from any damage or charges imposed for violation of any law or ordinance whether occasioned by the exhibitor or those holding under the exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the agreement between AADE and the Henry B. Gonzalez Convention Center regarding the exhibit premises. An exhibitor shall at all times protect, indemnify, save and keep harmless AADE, HEI, and the Henry B. Gonzalez Convention Center against any and all loss, cost, damage, liability or expense arising from or out of or by reason of said exhibitor's occupancy and use of the exhibit premises or a part thereof. The exhibitor or agent signing this agreement shall provide AADE with evidence of insurance coverage satisfactory to AADE upon request. Certificates must name AADE, HEI, the Henry B. Gonzalez Convention Center and their respective directors, officers and employees as additional insureds. Such evidence shall include certificates of insurance with at least the following limits: Comprehensive General Liability Insurance (including contractual and copyright infringement coverage) with limits of not less than \$1,000,000 with respect to injuries to any one person in an occurrence, \$2,000,000 with respect to injuries to more than one person in any occurrence, and \$500,000 with respect to damage of property; Comprehensive Automobile Insurance covering owned and non-owned vehicles, as well as loading and unloading hazards, with minimum limits of \$1,000,000 per occurrence for bodily injury and \$500,000 for property damage; and Worker's Compensation and Employers' Liability Insurance in a minimum amount of \$1,000,000 individual and aggregate coverage.

Though guards are provided by AADE, the furnishing of such guards shall not be deemed to affect the non-liability of AADE, its members, officers, representatives or other official service contractors or the Henry B. Gonzalez Convention Center to modify in any way the assumptions or risk provided herein.

FOOD SAMPLES: The facilities reserve all rights with respect to food and beverage services. The RK Group LLC is the exclusive caterer for the Convention Center and Lila Cockrell Theatre and is the exclusive concessionaire for all facilities. No other food or beverage that is not provided by the RK Group LLC is allowed in the Convention Center or Lila Cockrell Theatre. Conditions for "sampling" will be provided in your exhibitor manual.

BIO-HAZARDOUS WASTE DISPOSAL: All bio-hazardous waste must be disposed of in accordance with OSHA and EPA material handling guidelines and must be handled by a licensed medical waste transporter. This includes sharps, blood, body fluids, or any contaminated items that would be harmful if mixed with other waste.

HENRY B. GONZALEZ CONVENTION CENTER FIRE REGULATIONS: The decorative and construction materials must be of non-combustibles or flame-resistant material or treated with a solution to make the material flame-resistant. All curtains, drapes, carpet and decorative materials must be non-combustible or flame-resistant material. Any merchandise or material attached to drapes or table skirts must be on non-combustible or flame-resistant material or approved by the Fire Marshal.

MUSIC LICENSING & USE OF COPYRIGHTED WORKS: The exhibitor or agent signing this agreement shall be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the event. Among other things, the exhibitor or agent agrees that no musical work protected by copyright will be staged, produced, or otherwise performed, via either "live" or mechanical means, by or on behalf of the exhibitor or agent at the event unless the exhibitor or agent has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI, or SESAC) for such use. Furthermore, the exhibitor or agent agrees to be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including, but not limited to, all obligations to report data and to pay royalty fees. Any live musical presentations must be preapproved by AADE in writing. AADE reserves the right to determine an acceptable volume for the playing of any live or recorded music.

AMENDMENTS: Exhibitor shall be bound by and comply with all terms and conditions set forth herein and any amendments thereof or additional rules or regulations (e.g., Exhibitor Service Manual, Exhibitor Updates and other informational mailings). AADE reserves the right to interpret, amend and enforce the conditions, rules and regulations of the Agreement. Written notice of any amendments or interpretations shall be given to each exhibitor. Each Exhibitor, for himself, his agents and employees agrees to abide by all conditions, rules and regulations set forth in the Agreement or by any amendment thereto or interpretation thereof of which notice shall have been given. All points not covered are subject to the decision of Management.