

# ANI: The Healthcare Finance Conference • June 21–22, 2010 • Gaylord Opryland Resort and Convention Center • Nashville, TN

## General Rules and Regulations

These rules and regulations are a bona fide part of the contract for exhibit space with the Healthcare Financial Management Association hereinafter referred to as HFMA, for ANI: The Healthcare Finance Conference which is managed by Corcoran Expositions, Inc., hereinafter referred to as Show Management, on behalf of HFMA, the Show's owner and sponsor. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well being of the Show. Each exhibitor, for himself, his employees, and his contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct. HFMA reserves the right to refuse applications of concerns not meeting standards required or expected, as well as the right to curtail exhibits or parts of exhibits that reflect against the character of the meeting.

Any agreement by HFMA to provide exhibit space is subject to Exhibitor's agreement to abide by the Terms and Conditions of this Agreement and by HFMA Policies and Exhibition Guidelines. HFMA reserves the right to deny exhibit space, and to revoke at any time, any agreement to provide exhibit space, if, in HFMA's sole discretion and judgment, the exhibit would (a) promote a product or service that may not lawfully be marketed in the United States, (b) involve a violation of law, regulation, or collective bargaining agreement, (c) include false or misleading promotional claims, (d) pose a risk to the health or safety of viewers or other exhibitors, (e) not be in keeping with the overall tone or theme of HFMA meetings, or (f) otherwise be contrary to the best interests of HFMA. HFMA also reserves such right if Exhibitor fails to make timely payment of any amounts due.

Show Management and/or HFMA's decision and interpretation shall be accepted as final in all cases.

**1. PAYMENT OF SPACE.** Applications submitted prior to March 12, 2010 must be accompanied by a deposit in the amount of \$600 per 100 square feet (payable in U.S. funds and drawn on a U.S. bank) of the total space rental charges (minimum deposit is \$600). Applications received without such payment will not be processed nor will space assignment be made. The balance of the space rental charge will become due and payable by March 12, 2010.

Applications submitted after March 12, 2010 must be accompanied by payment **IN FULL** of the space rental charges. Applications received without such payment will not be processed nor will space assignment be made.

**2. CANCELLATION AND REFUNDS.** All cancellations of space must be received in writing. If space is reduced, the net reduction of space will be treated as a cancellation of that space. If Show Management receives a written request for cancellation of space prior to March 12, 2010, the exhibitor will be eligible for a full refund minus a \$100 administrative processing fee. No refunds will be made after March 12, 2010.

No-shows will be treated as cancellations and the exhibiting company will lose all accumulated points toward the following year's booth space selection.

It is expressly agreed by the exhibitor that in the event he fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the confirmed booth location or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by him for his space reservation, regardless of whether or not Show Management enters into a further lease for the space involved.

In case the exposition shall not be held for any reason whatsoever, then and thereupon the rental and lease of space to the exhibitor shall be terminated. In such case the limit claim for damage and/or compensation by the exhibitor shall be the return to the exhibitor of the prorata amount already paid for space for this specific event.

**3. SPACE RENTAL AND ASSIGNMENT OF LOCATION.** Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. **SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.**

**4. USE OF SPACE, SUBLETTING OF SPACE.** No exhibitor shall assign, sublet or share the space allotted with another business or firm unless approval has been obtained in writing by Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors, or agents in the exhibitor's display, parent or subsidiary companies excepted.

Exhibitors must show only goods manufactured or dealt in by them in the regular course of business.

Should an article of non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business.

No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

**5. EXHIBITORS AUTHORIZED REPRESENTATIVE.** Each exhibitor must name one person to be his representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times.

For their own safety and protection, persons under the age of eighteen (18) may not staff the booth or assist in the move-in and/or move-out of any exhibit.

Each booth may not be staffed with more than three (3) exhibiting personnel at one time per 100 square feet rented.

**6. INSTALLATION AND REMOVAL.** Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Any space not claimed and occupied by three hours prior to the published Show opening time may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exposition.

Exhibits must be staffed during all Show hours and may not, to any extent, be dismantled before the Show closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

**7. ARRANGEMENT OF EXHIBITS.** Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. Exhibits not conforming may be dismantled or modified, at cost to the exhibitor, at the sole judgment and discretion of Show Management.

**Exhibitor Plan Review.** Booth construction plans and layout arrangements for first-time exhibitors, exhibits in peninsula or island booth spaces, or involving other unusual construction features, must be submitted for approval at least ninety (90) days prior to the opening of the exposition.

**8. EXHIBITS AND PUBLIC POLICY.** Each exhibitor is charged with knowledge of all State, County, and City laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition.

Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor.

No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by the exhibitor.

Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them.

Exhibitors must comply with City and State fire regulations. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform with National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited.

Independent contractors must conform to IAEE, ESCA and ED&PA guidelines and must be signatory to a current local collective bargaining agreement.

**9. STORAGE OF PACKING CRATES AND BOXES.** Unattended freight in any display space as of one hour prior to Show opening will be removed and stored at the exhibitor's sole risk and expense.

Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty."

The removal and return of large crates that cannot be handled by hand trucks will be charged for at prevailing rates.

Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. Exhibitors will be billed by the service contractor for removal time and materials at prevailing rates. Neither Show Management, the service contractor nor the exhibit facility shall assume any liability whatsoever for loss or damage.

**10. SOCIAL ACTIVITIES.** Any social function or special event planned by an exhibiting company, to take place during the HFMA ANI: The Healthcare Finance Conference, must be pre-approved by HFMA. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and exposition activities, including exhibit hours, social functions,

educational seminars and any other related activity scheduled by HFMA and/or Show Management. Distribution of exhibitor materials is not permitted to attendee sleeping room doors, HFMA meeting rooms or anywhere else in the hotel and/or exhibit facility except in the specified booth space.

**11. OPERATION OF EXHIBITS.** Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the purchased exhibit booth space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

**Alcoholic Beverages.** Exhibitors may serve alcoholic beverages in the exhibit hall without the written permission of Show Management. Exhibitors may serve or sample alcoholic beverages provided they are in compliance with all state and local laws regarding such activity. Exhibitors must cease the distribution of samples whenever such activity blocks the aisles or in any way inhibits nearby exhibitors. Exhibitors must purchase all food and beverages to be consumed in their booth through the hotel or convention center.

**Direct Sales.** No retail sales are permitted within the exhibit area at any time, but orders may be taken for future delivery.

**Contests, Drawings, Raffles, Lotteries and the Like.** All promotional activities with prizes or awards exceeding \$100 value must be approved in writing by Show Management. Requests must be submitted 75 days prior to the opening of the exhibition and notice of approval or rejection will be given no later than 60 days prior to the opening of the exhibition.

**Literature Distribution.** All demonstrations or other activities must be confined to the limits of the exhibitor's booth. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

**Copyright Licensing.** Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless HFMA, Show Management, and facility against cost, expense, or liability which may be incident to, arise out of or be caused by Exhibitor's failure to obtain requisite license.

**Sound.** Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

**Live Animals.** Live animals are prohibited.

**Booth Representatives.** Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited. Spouses are invited to visit the exhibit hall only with appropriate credentials.

**Booth Giveaways.** All giveaway items (with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and the exhibitor's product) must be submitted for approval to Show Management no later than three (3) weeks prior to the opening of the exposition. All exhibitors distributing approved "stick-ons" may not place the "stick-ons" on the attendees' badges.

**12. LIABILITY AND INSURANCE.** All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor.

It is recommended that exhibitors obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury.

**13. INDEMNIFICATION.** Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or averted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

**Property Damage.** Neither Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. In the event that such occurrence results in cancellation of the exposition, each party hereby releases the other from obligations under this contract. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

**Use of Certain Property.** Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless HFMA, Show Management, the City and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

**14. WAIVER.** Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

**15. ATTORNEYS' FEES.** Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

**16. AMERICANS WITH DISABILITIES ACT.** Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless HFMA, Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

**17. OTHER REGULATIONS.** Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. **THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**

DATE

AUTHORIZED SIGNATURE—*This line must be signed for acceptance of contract.*

TITLE