

Application and Contract for Exhibit Space

EDM and ERS/eCTD 2013

October 15-17, 2013 | San Diego, CA

Town and Country Resort and Convention Center



Company Contact Information

Exhibiting Company Name (for signage and directory listing)

Contact Name (all correspondence will be sent to the contact information provided below)

Address Line 1

Address Line 2

City, State/Province, Postal Code, Country

Telephone Number

Email Address (required for confirmation)

Billing Information

☐ Check here if billing address is the same as the contact's address

Billing Company Name (for invoice)

Contact Name

Address Line 1

Address Line 2

City, State/Province, Postal Code, Country

Email Address (where invoice should be sent)

Payment Options and Information

Payment may be made by check, credit card, or bank transfer. Please note that tabletops will not be assigned without proper payment and companies with an outstanding balance will be prohibited from moving in at the Town and Country Resort and Convention Center.

☐ **Credit Card** payments by **Visa, MasterCard, or American Express:**

☐ VISA ☐ MC ☐ AMEX

Cardholder's Name:

Card Number:

Exp. Date:

Signature:

☐ **Checks** drawn on a US bank payable to and mailed along with a copy of this form to:

Drug Information Association, Inc.
800 Enterprise Road, Suite 200
Horsham, PA, 19044-3595, USA

☐ **Bank Transfer** When DIA completes your registration, an email will be sent to the address on the application form with instructions on how to complete the Bank Transfer. Payment should be made in US dollars. Your company name, as well as the Meeting ID 13003 must be included on the transfer document to ensure payment to your account.

Exhibit Space Rates and Information

Each 8' x 10' space includes one (1) complimentary full meeting registration and up to two (2) exhibit booth personnel registrations. *Any staff required above those allotted per 8' x 10' must register as a full attendee incurring full registration fees.* Additional expenses associated with the exhibit, including special booths, drayage, lights, phone, carpeting, electrical connections, etc., will be the responsibility of the exhibitor. Booth rental fees (per booth space) also include pipe and drape for the booth space, a 6' skirted table, a wastebasket, two (2) side-chairs, and a generic identification sign.

Booth Rental Fees:

- | | |
|---|-------------------|
| <input type="checkbox"/> 8' x 10' booth space | \$3,500.00 |
| <input type="checkbox"/> 8' x 20' booth space | \$7,000.00 |

Services/Products to be exhibited:

Cancellation and Downsizing Policy

Cancellation/Downsizing fees are based on the total amount due and will be deducted from any payments made.

Cancellations/Downsizing requests **MUST** be in writing and may be emailed to exhibits@diahome.org.

Cancellation/Downsizing fees will be withheld as follows:

Notifications received on or before **July 18, 2013 = 25% FEE**

Notifications received on or before **August 31, 2013 = 50% FEE**

Notifications received after **August 31, 2013 = NO REFUND**

Exhibit Contacts

Shannon Lewis | Exhibits Associate | DIA
Phone: +1.215.442.6149 | Shannon.Lewis@diahome.org

Craig Baker | Sales Manager - Expositions | J. Spargo & Associates, Inc.
Phone: +1.703.679.3942 | craig.baker@jspargo.com

Contract Signature

The undersigned hereby authorizes DIA to reserve exhibit space in the Town and Country Resort and Convention Center for use by the above company or organization during DIA's EDM and ERS/eCTD meeting. The undersigned hereby acknowledges receipt of and agrees to abide by the terms and conditions of the contract and Rules and Regulations contained on the reverse side of this application. DIA reserves the right in its sole and absolute discretion to reject any application that in its judgment does not enhance the purpose of the EDM and ERS/eCTD Meeting and its associated Exposition or is in direct competition with DIA. This contract shall be deemed accepted by DIA when received, together with the required payment. However, no contract shall be deemed accepted if the contracting exhibitor has outstanding financial obligations to DIA, of which DIA is aware, for booth space, advertising, or any service(s) provided by DIA.

Authorized signature

Date

Completed applications should be faxed to +1.215.442.6199 or emailed to exhibits@diahome.org

2013 Application and Contract for Exhibit Space

Rules and Regulations



This contract along with the Exhibitor Policies and Procedures for Exhibitors booklet, which is furnished to each exhibiting company in advance of the show, contains the entire agreement between the exhibiting company ("exhibitor") and the Drug Information Association. DIA's EDM and ERS/eCTD Meeting to be held October 15-17, 2013 at the Town and Country Resort and Convention Center in San Diego, CA, USA is managed by the DIA.

1. Eligible Exhibits: DIA reserves the right to determine eligibility of any company or product to participate in the show. DIA can refuse rental of exhibit space or terminate this contract if already executed, to any company who is in direct competition with DIA or whose display of goods and/or services is not in DIA's sole judgment, compatible with and complementary to the show and the industry, which DIA serves. In the event of such termination, DIA shall refund, in full, all payments, including deposits, which it may have received from the exhibitor.

2. Booth Assignments: Will be made based upon the date the Application and Contract for Exhibit Space is received, as well as the booth selection, booth size, location specifications and proximity to other companies as indicated by the exhibitor. Furthermore, in the judgment of DIA, if it becomes necessary to change the original allocation of space, the DIA may do so by notification to the exhibitor's authorized representative.

3. Exhibit Space Rental Fee: The DIA exhibit space rental fees are outlined on the front of this Application and Contract for Exhibit Space.

4. Payment: The payment schedule is outlined on the front of this Application and Contract. No exhibitor will be allowed to participate in the show unless payment in full is received prior to the start of the exposition.

5. Cancellations: Exhibitors have the right to cancel their space reservations at any time by written notice to DIA. Refunds will be issued based on the total amount of the order, the total amount paid, and the date the notice of cancellation is received. A non-refundable fee will be withheld from the amount refunded to cover administrative costs. Registrants are responsible for canceling their own hotel and airline reservations. Under all circumstances, DIA retains the right to resell any booth space cancelled by the exhibitor. Refunds will be based on when the notice of cancellation is received. The use of any complimentary exhibitor registration badges is forfeited upon cancellation of space.

6. Use of Space: No subletting or sharing of space is permitted. DIA retains the right to have removed from the exposition any company that has not duly contracted with DIA for space. All exhibitor activities must be confined to the limits of rented space and must not impede traffic or interfere with the activity of other exhibitors. Every exhibit must be fully staffed and operational during the entire show. DIA may evict exhibitors, who, because of noise, conduct of personnel, methods of operation or any other reason, detract from the general educational character of the show. In the event of eviction, DIA will not issue a refund.

7. Failure to Occupy Space: Any space not at least partially occupied at least 30 minutes prior to opening, will be forfeited by the exhibitor and can be used by DIA in any manner, without refund, unless arrangements for delayed occupancy have been previously approved by DIA. All booths must be set-up and ready for the show by the walk through inspection.

8. Character of Exhibits: DIA provides aisle carpeting in main and cross aisles and general security in the exposition beginning with exhibitor set-up and concluding after all show freight has been removed from the floor. Standard in-line booths may not exceed a back wall height of 8' and no part of the exhibit or equipment may exceed a height of 4' in the front half of the booth. No exhibit is permitted to obstruct the view of adjacent booths. All signs must be one sided only and must be set back within the exhibitors space so as not to detract from the overall impact of the exhibit that is directly adjacent. Requests to deviate from these guidelines must be submitted in writing to DIA for approval prior to set-up. DIA reserves the right to direct revisions, at exhibitor expense, of any exhibit that does not comply with these guidelines. Apart from the specific display space for which an exhibiting company has contracted with DIA, no part of the Town and Country Resort and Convention Center, its grounds or surrounding grounds, may be used by any organization other than DIA for display purposes of any kind or nature without the express written permission of DIA. Exhibit brand or company logos, signs and/or trademark displays will be limited to the exposition only.

9. Fire Regulations: Each exhibitor is responsible for knowledge of and adherence to all San Diego, CA fire and safety codes which will be published in the Exhibitor Service Kit. All electrical signs and equipment must be wired to meet the specification of Underwriters Laboratories (UL) and must conform to appropriate federal, state, and municipal codes. Compliance with such laws is mandatory for all exhibitors and is the sole responsibility of the exhibitor.

10. Americans with Disabilities Act (ADA): Exhibitor shall have sole responsibility for ensuring that its exhibit is in full compliance with the Americans with Disabilities Act and any regulations under that Act. Exhibitor will ensure the accessibility of its exhibit space and agrees to hold harmless and indemnify DIA against any claims, damages, loss or exposure, including attorney's fees and costs, arising out of or related to any alleged ADA violation. The Westin Ottawa Hotel shall be responsible for all accessibility requirements and labor accommodation requirements under the ADA relating to the exhibit hall and attendee facilities.

11. Indemnity: The Exhibitor agrees to indemnify and hold harmless the DIA, its officers, directors, employees and members from any and all liability to any person or persons for or by reason of any condition, defect or operation of any apparatus, equipment, or fixtures furnished by the exhibitor in connection with his/her exhibit. Exhibitor further agrees to hold harmless the DIA, its officers, directors, employees and members from any and all liability to any person or persons for or by reason of any act or omission of said exhibitor, or any of his/her agents, servants or employees. This Indemnity includes, but is not limited to, claims of injury, death, or property damage, or of copyright, trademark or patent infringement, unfair competition, and product liability. The exhibitor, on signing the contract, expressly releases the DIA and its individuals from any and all claims for such loss, damage or injury. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold the DIA, its officers, directors, employees and members, and the meeting facility and its employees and agents harmless against all claims, losses and damages to persons or property, governmental charges, taxes or fines, and attorneys' fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof, excluding only such liability caused by the sole negligence of the meeting facility, its employees and agents. In addition, exhibitor acknowledges that the DIA and the meeting facility do not maintain insurance covering such losses by exhibitor.

12. Exhibitor Insurance: The exhibitor shall, at its sole cost and expense, procure and maintain through the term of each 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 by DIA. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$1,000,000. Such insurance shall name DIA as an additional insured and exhibitor shall upon request provide DIA with certificate so indicating. Workers Compensation and any other insurance or required licenses shall be in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for the exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the exhibit hall.

13. Show Attendees and Exhibit Staff: Admission to the exposition will be available only to registered attendees and exhibitor staff of at least 18 years of age. Proof of age may be required to obtain entrance into the exposition. DIA makes reasonable attempts to attract high quality attendees to its exposition, but does not guarantee specific volumes of traffic or levels of qualification. Traffic at any given booth is a function of the particular exhibit and not the responsibility of DIA.

14. Security: Exhibitors are responsible for security of their exhibit and its content. Security personnel contracted directly by DIA are intended primarily for crowd control and credentials verification. Exhibitors are encouraged to budget and make security arrangements for sensitive or valuable items. DIA is not responsible for the security of exhibitors' property. Protection, both security and insurance coverage, of exhibitors' property is the sole responsibility of the exhibitor.

15. Failure to Hold Show: Should fire, hurricane, earthquake, flood, strikes, civil disturbance, Acts of God, political or social boycott, or any other circumstances beyond the control of the DIA or the Town and Country Resort and Convention Center make it impossible or impractical to hold the show at the scheduled time, DIA may retain only such part of the exhibitor's rental fees as shall be required to compensate it for reasonable expenses incurred up to the time of such cancellation. All remaining rental fees shall be refunded. If an event is cancelled, DIA is not responsible for any airfare, hotel or other costs incurred by registrants. In no event shall DIA be liable for indirect or consequential damages.

16. Amendment of Rules: DIA reserves the right to make changes, amendments and additions to these terms and conditions at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by DIA.