

# 2017 Application and Contract for Exhibit Space

## Terms and Conditions



*This Contract for Exhibit Space ("Contract") along with the Exhibitor Policies and Procedures for Exhibitors, which is furnished to each exhibiting company ("Exhibitor") in advance of the show, contains the entire agreement between the Exhibitor and the Drug Information Association ("DIA"). The DIA 2017 Annual Meeting to be held June 18-22, 2017 at the McCormick Place in Chicago, IL ("Event") is owned and managed by DIA.*

**1. Eligible Exhibits:** DIA reserves the right to determine eligibility of any company or product to participate in the show at any time. DIA may refuse to accept an application for rental of exhibit space from, or terminate this Contract with if already executed, any company determined by DIA to be in competition with DIA or whose goods and/or services are not in its sole discretion, compatible with and complementary to the show, annual meeting, membership, or the industry. In the event of such termination or refusal, DIA shall refund, in full, all payments, including deposits, which it may have received from the Exhibitor.

**2. Booth Assignments:** DIA will make booth assignments upon receipt of a signed Application and Contract for Exhibit Space. DIA will make a good faith effort to assign the Exhibitor a booth that conforms to the Exhibitor's booth selection, size, and location criteria, including proximity to other companies, as indicated by the Exhibitor in its Application. Notwithstanding the above, DIA retains sole discretion to assign exhibit space and may change the original allocation of space by notification to the Exhibitor's authorized representative.

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

**4. Payment:** The payment schedule is also outlined on the front of this Application and Contract. A minimum of 50% of booth exhibit space fees will accompany this Application and Contract if submitted between June 30, 2016 and January 13, 2017. Full payment must accompany this Application and Contract if submitted after January 13, 2017. No Exhibitor will be allowed to participate in the show unless payment in full is received prior to the start of the Event.

**5. Cancellations:** Exhibitors have the right to cancel their space reservations at any time by written notice to DIA. A non-refundable cancellation or downsizing penalty will be withheld from the amount refunded to cover administrative costs. Cancellation and downsizing penalties shall be assessed for all cancellations and reductions in booth space reservations. Cancellation/downsizing penalties are outlined on the front of this Exhibit Application and Contract. Refunds will be issued based on the total amount of exhibit space reserved or retained, the total amount paid, and the date the notice of cancellation is received. Exhibitors are responsible for canceling their own hotel and airline reservations. DIA retains the right to resell any exhibit space cancelled by the Exhibitor without any payment to the Exhibitor. 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 remove from the Event any company that has not duly contracted with DIA for space. All Exhibitor activities must be confined to the limits of Exhibitor's allocated exhibit 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, at DIA's sole discretion, remove any Exhibitor, who, because of noise, conduct of personnel, methods of operation or any other reason, detracts from the general educational character of the show. In the event of such removal, 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 of the Event, 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. All island booths are restricted to a height of 20'. 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 Exhibitor's 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 exhibit space for which an Exhibitor has contracted with DIA, no part of the McCormick Place, 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. Exhibitor brand or company logos, signs and/or trademark displays will be limited to the Event only.

**9. Fire Regulations:** Each Exhibitor is responsible for knowledge of and adherence to all Chicago, IL fire and safety codes referenced 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. Exhibitors must comply with all applicable laws and regulations.

**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.

**11. Indemnity:** The Exhibitor shall indemnify and hold harmless the DIA, the show management company, the meeting facility, and their respective officers, directors, members, volunteers, contractors, agents, and employees from and against any and all liabilities, damages, actions, losses, claims and expenses (including attorneys' fees and costs) resulting from negligent or willful acts or omissions, or breach of this Contract resulting from participation in the Event by Exhibitor, its employees, agents, or contractors. Such indemnification includes, but is not limited to, actions or claims for personal injury, death, damage to or loss of property, product liability, unfair competition, defamation, antitrust, and copyright, trademark, or patent infringement.

**12. Exhibitor Insurance:** Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this Contract, comprehensive general liability insurance against any claims for bodily injury or death and property damage in connection with the Event. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name DIA, SPARGO Inc., McCormick Place and Freeman as additional insureds. During the term hereof, the Exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of Exhibitor's employees engaged in the performance of any work for 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. Proof of such insurance, including a Certificate of Insurance, shall be provided to DIA's show management company within 30 days of acceptance of Exhibitor's application.

**13. Show Attendees and Exhibit Staff:** Admission to the exposition will be available only to registered attendees and Exhibitor staff who are at least 18 years of age. Proof of age may be required to obtain entrance into the Event. DIA makes reasonable attempts to attract high quality attendees to its Event, 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 contents. 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 McCormick Place make it illegal, impossible, commercially impractical, or inadvisable to hold the show at the scheduled time, DIA may postpone or cancel its show and DIA shall retain such part of the Exhibitor's exhibit fees as shall be required to compensate DIA for reasonable expenses incurred up to the time of such postponement or cancellation. All remaining exhibit fees shall be refunded. If an event is cancelled, DIA is not responsible for any airfare, hotel or other costs incurred by Exhibitors. In no event shall DIA be liable for indirect, special, or consequential damages.

**16. Amendment of Rules:** DIA reserves the right to make changes, amendments and additions to these terms and conditions, the Exhibitor Policies and Procedures, or other show requirements or rules 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 in writing of any such changes. Any matters not specifically covered are subject to the discretion of DIA.