

# EARLY BIRD EXHIBIT SPACE APPLICATION

NHPCO's 13<sup>th</sup> Clinical Team Conference

November 5-7, 2012 ♦ Walt Disney World Dolphin Hotel  
Lake Buena Vista, Florida

Instructions: Complete all sections below. Sign and return the original, two page application with your 50% deposit made payable to NHPCO, PO Box 824392, Philadelphia, PA 19182-4392 or fax with credit card information to 703.837.1233. Upon assignment of space by Show Management, a confirmation will be mailed to you. ***We must receive your application and final payment no later than October 1, 2012, in order to be listed in the Final Program.***

\_\_\_\_\_  
Key Contact Person/Title

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Contact Email Address

The company information shown below will be printed in the Final Program distributed at the Expo. Exhibitors are listed alphabetically by company name.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Web site

Description: Please describe the products and/or services to be demonstrated (**25 words maximum**):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Yes, I would like my product sold on a consignment basis through NHPCO's Marketplace (*Review #14 of the Rules and Regulations for more details*).

Companies you would not like to be placed near:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Floor plan available Mid-2012.** Booth assignments will be made based on the date application and deposit is received. In the event of simultaneous receipt members will receive first option.

### Exhibit Space Rental Fee:

The standard booth size is 10' x 10'. To receive the member rate, you must be a member in good standing thru the conference.

	Before <b>7/29/2011</b>
Associate Member	\$1,500
Affiliate/Provider Member	\$1,250
Non-Member	\$2,600

\* No booth personnel with a Literature Table.

*A 50% deposit (US funds) must be enclosed with this application. The balance is due by October 1, 2012. Applications received after this date must include full payment.*

**Cancellation Policy:** Cancellations received prior to May 5, 2012, will be refunded, less a \$200 service charge. No refunds after May 5, 2012.

Amount of Payment: \_\_\_\_\_

Method of Payment:

Check # \_\_\_\_\_ or Visa MC Amex

CC #: \_\_\_\_\_ Exp \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signature: \_\_\_\_\_

Return form to: NHPCO, PO Box 824392, Philadelphia, PA 19182-4392; or via fax: 703/837-1233

By submitting this form, you agree to the Rules and Regulations on the next page.

Questions? Contact David Cherry, at dcherry@nhpco.org or call 703/647-8509.

### General Rules and Regulations

National Hospice and Palliative Care Organization and their authorized representatives are hereinafter referred to as "Show Management".

1. **Application and Eligibility.** Applications for booth space must be made on the printed form provided by Show Management, contain the information as requested, and be executed by an individual who has authority to act for the applicant. This exhibition is designed for the display and demonstration of products and services relating to the practice and advancement of the art and science of pain medicine and the professional education of those individuals attending the meeting. Show Management shall determine the eligibility of any company, product of service. Show Management may reject the application of any company whose display of goods or services is not compatible, in the sole opinion of Show Management, with the educational character and objectives of the exhibition. In the event an application is not accepted, any paid space rental fees or deposits will be returned.

2. **Payment and Refunds.** Applications submitted must include a 50% deposit. Applications received without such payment will not be processed nor will space assignment be made. Booth space cancelled prior to August 1, 2011 will be refunded, less a \$200 service charge. No refunds will be made after February 1, 2012. It is agreed that in the event payment is not made at the times specified, or if exhibitor 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 booth location shown on the face of the contract to take possession of the 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 for 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 exhibitors shall be terminated. In such case the limit claim for damage and/or compensation by the exhibitor shall be returned to the exhibitor of the prorated amount already paid 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 preference as to location requested by the exhibitor. Show Management 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 from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display. Exceptions are a parent or subsidiary companies. Exhibitors must show only products and/or services 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 the representative in connection with installation, operation and removal of the firms' exhibit. Such representatives 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 representation 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, children under sixteen (16) years of age will not be admitted to the exhibit halls during move-in and move-out.

6. **Installation and Removal.** Show Management reserves the right to fix the time for the installation of a booth prior to the exposition opening and for its removal after the conclusion of the exposition. Installation of all exhibits must be fully completed by the opening time of the exposition. Nor will exhibitor be allowed to dismantle or repack any part of his exhibit until after the closing of the exhibit hall.

7. **Arrangement of Exhibits.** Each exhibitor is provided an Official Exhibitors Kit. The Exhibitors 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 Exhibitors Kit. If, in the sole opinion of Show Management, and exhibit fails to conform to the Exhibitors Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. Booth construction plans, exhibits in peninsula or island booth space, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

8. **Exhibits & Public Policy.** Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire protection and public safety, while participating in this exposition. Compliance with such laws in mandatory for all exhibitors and the sole responsibility is that of 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. All booth decorations including carpeting must be flame proofed and all hangings must clear the floor. Butane or bottled gas is not permitted. Electrical wiring must conform to National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at exhibitor's expense. Exhibitors must comply with City and State fire regulations. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the exhibitor should communicate with Show Management for information concerning facilities/regulations.

9. **Storage of Packing Crates and Boxes.** 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." Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. Show Management will bill exhibitors for removal time and materials at prevailing rates.

10. **Operation of Displays.** 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 "pitchman" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit 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.

11. **Contests, Drawing & Lotteries.** Show Management must approve all unusual promotional activities in writing no later than 45 days prior to the opening of the exposition.

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

13. **Live Animals.** Live animals are prohibited unless pre-approved by Show Management.

14. **Sales.** Show Management provides exhibit space for Exhibitors to display and demonstrate products and services on the basis of their potential informational and commercial value, and not for the purpose of direct or on-site commerce. Orders may be taken but transactions involving the exchange of product for payment are prohibited. Products may be made available through NHPCO's Marketplace. Please indicate on the application if you wish to have your merchandise sold on consignment.

15. **Sound.** Microphones are not permitted. 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.

16. **Social Activities.** Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management. All social functions must be pre-approved by Show Management and will incur a nominal meeting room charge.

17. **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 the NHPCO, 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.

18. **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 release 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.

19. **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, 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 expenses 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 attorney's fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

20. **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. 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.

21. **Care of Building and Equipment.** Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and décor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

22. **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 ANY AMENDMENTS, WHEN MADE, ARE BROUGHT TO THE NOTICE OF EXHIBITORS. EACH EXHIBITOR, FOR HIMSELF AND HIS EMPLOYEES, AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE.