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# 1. EXHIBIT STAFFING

Exhibit booth must be staffed at all times during exhibit hours. Exhibitors are advised to be in their booths thirty (30) minutes prior to show opening each day. As a courtesy to the attendees and your fellow Exhibitors, the Digital Pathology Association requests strict adherence to the opening and closing hours. Deliveries or removal of equipment must be made before or after exhibit hours. A pass must be obtained from the Exhibit Management desk to remove any material or equipment prior to the close of the exhibit hall. Once the exhibit opens for the last day of exhibiting, nothing may be removed until the exhibit is officially closed at which time no pass is required. Strict security will be in effect at all times.

## 2. SPACE ASSIGNMENT

Applications for exhibit space are subject to the approval of the Pathology Visions Planning Committee. A sixty five (65)-word company description must be sent in with the application form.

#### 3. SHARING SPACE

Any DPA MEMBER or NON-MEMBER entity that 1) maintains a presence, or, 2) has sales, marketing, or advertisement materials (i.e. brochures, business cards, signs, etc.) available to Show attendees in an Exhibitor Booth purchased by another party at any time during the show, shall be considered a shared space. The DPA reserves the right to make the sole determination whether conditions numbered 1 or 2 above are met.

If both parties sharing an Exhibitor Booth are DPA MEMBERS, the additional cost above the base rate for the Exhibitor Booth is \$2,000. If an Exhibitor Booth is being shared and the sharing entity is a NON-MEMBER, the additional cost above the base rate for the Exhibitor Booth is \$3,500.

## 4. EXHIBIT AND SPONSOR CANCELLATIONS

Any Exhibitor or Sponsor who cancels must formally notify the Show Management in writing. It is agreed that if: (a) Exhibitor cancels before June 1, 2017, twenty percent (20%) of the booth cost will be charged as an administrative fee, (b) Exhibitor cancels its space between June 1, 2017 - July 1, 2017, they will be responsible for paying fifty percent (50%) of the total cost of the space, (c) Exhibitor cancels space after July 1, 2017, it will be responsible for paying one hundred percent (100%) of the originally contracted price. The Exhibit Committee shall have the absolute discretion to reallocate or resell the cancelled booth. Exhibitor hereby acknowledges that the above charges represent a reasonable compensation for the costs incurred as a result of the Exhibitor's cancellation and that they do not represent a penalty.

#### 5. UNOFFICIAL FUNCTIONS, PROMOTIONAL EVENTS OR HOSPITALITY SUITES

Pathology Visions Show Management must approve all social functions, promotional events or hospitality suites not officially part of Pathology Visions 2017. Pathology Visions prohibits any type of event at a time that conflicts with any conference programs.

# 6. COMPLIANCE WITH LAWS

Each Exhibitor will agree to comply with all applicable Federal, State and local laws, ordinances, rules and regulations including all fire codes and health regulations.

#### 7. LIABILITY

Exhibitor assumes full responsibility for its participation in Pathology Visions 2017 and hereby agrees to protect, indemnify, defend, and hold harmless Digital Pathology Association (DPA), Pathology Visions and the Manchester Grand Hyatt to include their respective directors, officers, employees and agents ("Representatives") from and against all claims, losses, and damages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by Exhibitor's or Exhibitor's third party contractors' installation, removal, maintenance, occupancy, or use of the Pathology Visions premises or a part thereof or in connection with its participation in the Pathology Visions, excluding only any liability for damages caused solely by the negligence of the Digital Pathology Association, Manchester Grand Hyatt or their respective Representatives. In addition, Exhibitor acknowledges that the Digital Pathology Association, Pathology Visions and the Manchester Grand Hyatt do not and shall not be obligated to obtain or maintain insurance coverage regarding Exhibitor's property, conduct, activities or liabilities ("Risks") in connection with Pathology Visions and that it is the sole responsibility of Exhibitor to obtain insurance coverage regarding such Risks in connection with Pathology Visions.

## 8. SECURITY

Security for the exhibits will be provided from the opening to the close of Pathology Visions; however, DPA, Pathology Visions and the Manchester Grand Hyatt make no guarantees of any kind to protect Exhibitor, its Representatives or its property against any injury, loss, or damage of any kind, and Exhibitor assumes all risks of such injury, loss or damage in connection with its participation in and/or at Pathology Visions 2017. Exhibitors are advised to be in their booths thirty (30) minutes prior to show opening each day.

#### 9. INSURANCE

Exhibitor shall obtain insurance coverage to protect it against injury, losses, damages or liabilities in connection with its participation in Pathology Visions, including without limitation, a portal-to-portal rider on its own insurance policy to protect against losses or damages in connection with Pathology Visions. The Exhibitor understands that neither DPA, or the Manchester Grand Hyatt San Diego maintains insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

# **10. THIRD PARTY CONTRACTORS**

If Exhibitor uses any third-party contractors in connection with activities on the Pathology Visions premises, Exhibitor shall submit to the Digital Pathology Association a completed Third-Party Contractor Notification by the due date noted. Exhibitors using third-party contractors agree to and shall indemnify, defend and hold harmless DPA and the Manchester Grand Hyatt San Diego to include their respective directors, officers, employees and agents ("Representatives") from and against all claims, losses, and datages to persons or property, governmental charges or fines, and attorney's fees arising out of or caused by such third-party contractors' activities in connection with Pathology Visions or on the Pathology Visions premises.

# **11. RESERVATION OF RIGHTS**

Show Management reserves the right to take any action that is reasonably necessary, as determined by Show Management's sole discretion, for the protection of Pathology Visions and attendees.

# 12. GOVERNING LAW

This contract shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Indiana, without giving effect to principles of conflict of laws.

# **13. SELLING OF PRODUCTS AND SERVICES**

Sales and order taking are permitted provided that all transactions are conducted in a manner consistent with the professional nature of the exhibits. Exhibitors are responsible for any and all licenses or permits required by law, as well as the payment of any taxes from sales.

# **14. PROHIBITED PROMOTIONAL PRACTICES**

- A. Giveaway items that do not comply with stated policy.
- B. Canvassing or distributing any material outside the exhibitor's own space.
- C. Contests, lotteries, raffles or games of chance, as well as the display or promotion of special discount offers.
- D. Entering another exhibitor's booth or taking photographs of another exhibitor's booth without permission.
- E. The use of balloons or glitter products.

Relevant portions of the foregoing prohibited practices are applicable to non-exhibitors at all times.