

**American Society for Healthcare Engineering (ASHE)
of the American Hospital Association (AHA)
Contract Conditions/Rules & Regulations**



**2020 International Summit & Exhibition on Health Facility Planning, Design & Construction™ and
57th Annual Conference & Exhibition**

1. Exhibitor Rules & Regulations

By applying for exhibit space, a company agrees to adhere to all Contract Conditions / Rules and Regulations. ASHE requests the full cooperation of the exhibitor in their observance. Please be sure that your promotional department or anyone else involved in the arrangements for your exhibit has a copy of these Contract Conditions / Rules and Regulations.

2. Sponsorship/Purpose

The 2020 International Summit & Exhibition on Health Facility Planning, Design & Construction™ (PDC) and the 57th Annual Conference & Exhibition (Annual) and are sponsored by the American Society for Healthcare Engineering (ASHE) of the American Hospital Association (AHA). The purpose of both the exhibitions is to complement the professional meetings and educational sessions by informing and educating registrants on the latest developments in the healthcare industry, related technologies, systems, equipment, products and services.

The term "ASHE" used herein or in subsequent regulations shall mean the American Society for Healthcare Engineering of the American Hospital Association (AHA) and as the context may require, its employees or agents, duly acting for ASHE in the management of the conference and exhibition. The term "PDC" used herein or in subsequent regulations shall mean the 2020 International Summit & Exhibition on Health Facility Planning, Design and Construction™, and, as the context may require, its employees or agents, duly acting for ASHE in the management of the conference and exhibition. The term "Annual" used herein or in subsequent regulations shall mean the 57th Annual Conference & Exhibition, and, as the context may require, its employees or agents, duly acting for ASHE in the management of the conference and exhibition.

3. Official Show Management

SmithBucklin will orchestrate management of PDC and Annual and will be known as ASHE Show Management. SmithBucklin is responsible for assigning exhibit space and managing onsite logistics. SmithBucklin acts as a liaison between ASHE and the exhibitors and official show contractors. If you have any questions about your exhibit booth, contact SmithBucklin directly.

SmithBucklin

330 North Wabash
Suite 2000
Chicago, IL 60611
Phone: 312-673-5440
E-mail: ashe@smithbucklin.com

4. Exhibit Space Cost

Exhibit space will be rented at the rate of \$29.00 per square foot, or \$2,900 per 10' x 10' booth. A \$450 per corner surcharge will be levied for all corner booths. All spaces are sold in 10'x10' increments. This rate includes:

- 7" x 44" booth identification sign (in-line and perimeter booths)
- Pipe and drape for in-line and perimeter booths

No space will be assigned without a deposit of 25 percent of the total cost and the completed Space Application and Contract. All space must be paid for in full by Friday, November 8, 2019, for PDC and Friday, February 7, 2020 for Annual. Applications submitted after Friday, November 8, 2019, for PDC and Friday, February 7, 2020, for Annual must be accompanied by full payment of exhibit space fee. If assigned space is not paid for in full by Friday, November 8, 2019, for PDC and Friday, February 7, 2020, for Annual, it may be reassigned to another exhibitor at the option of ASHE without refund of deposit. Full payment of booth space is required in order to gain access to the exhibit floor.

5. Space Assignment

Exhibitors are encouraged not to concentrate all space choices in one area of the floor plan. The priority point system outlined below will be used to assign exhibit space during onsite space selection for the 2020 PDC Summit and the 57th ASHE Annual Conference for Space Applications & Contracts received on or before Friday, March 15, 2019 for the 2020 PDC Summit and on or before Friday, July 12, 2019 for the 57th ASHE Annual Conference. After onsite space selection, all space will be assigned on a first-come, first-served basis.

Points:

1 point will be awarded for each 10' x 10' booth space rented at the 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, and 2019 PDC and/or Annual.

1 point will also be awarded for each year of participation in the 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, and 2019 PDC and/or Annual.

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Additional points shall be awarded to companies that sponsored activities/functions at PDC and/or Annual. If a company's sponsorship is for both PDC and Annual, and company exhibits at both PDC and Annual, the points shall be divided between the two shows. If a company's sponsorship is only for PDC or Annual, and the company only exhibits at PDC or Annual, all of the points will be awarded to the one show they participate in. Points shall be awarded based on the dollar amounts outlined below. Total points will be a cumulative score of these criteria.

\$5,000 - \$9,999	1 point
\$10,000 - \$14,999	2 points
\$15,000 - \$24,999	3 points
\$25,000 - \$34,999	4 points
\$35,000 and above	5 points

If there is a priority point tie, a lottery will be held to see which company selects first. Because it is nearly impossible to contact all exhibitors for new selections of booth space, ASHE reserves the right to assign the next most suitable space when the requested space is not available. ASHE also reserves the right, at its sole discretion, to modify the floor plan to accommodate space sales or to avoid conflicts, and, should conditions dictate, ASHE reserves the right to adjust the floor plan and relocate exhibit booths as necessary. If deposit payment is not received with contract prior to space selection, your company will not be included in the priority point assignment. The preferences given for booth space locations are guidance and are not guaranteed by ASHE.

6. Reductions of Space and Cancellations

Reduction of space: If notice is received on or prior to Friday, November 8, 2019, for PDC and Friday, February 7, 2020, for Annual, the Exhibitor is responsible for 25 percent of the reduced space. If notice is received after Friday, November 8, 2019 for PDC and Friday, February 7, 2020, for Annual, no refunds are issued on reduced space.

Cancellation of space: If notice is received prior to Friday, November 8, 2019, for PDC and Friday, February 7, 2020, for Annual, all monies will be refunded less 25 percent of the total booth costs. If notice is received after Friday, November 8, 2019, for PDC and Friday, February 7, 2020, for Annual, no refunds are issued on canceled space.

Cancellation and reduction of exhibit space must be directed in writing via email to Stuart Lawry at ashe@smithbucklin.com.

No-shows by will be treated as cancellations starting at 9:00 a.m. on Monday, March 23, 2020, for PDC and starting on Sunday, August 2, 2020, for Annual. Any exhibit space not installed by 9:00 a.m. may be set-up at the discretion of ASHE, and all expenses will be charged to the exhibiting company. In the best interest of the exhibits, ASHE reserves the right to, at their discretion; reassign any no-show or un-set exhibit space after 9:00 a.m. There will be absolutely no refunds whatsoever and all space contracted for must be paid in full.

If for any reason beyond ASHE's control, PDC or Annual must be cancelled, shortened, delayed or otherwise altered or changed, Exhibitor understands and agrees that all losses and damages which it may suffer as a consequence thereof are its responsibility and not that of ASHE or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to ASHE for space, as well as other costs and expenses it has incurred, including travel to the show, setup, lodging, freight, employee wages, etc.

Exhibitor, as a condition of being permitted by ASHE to be an Exhibitor at PDC or Annual, agrees to indemnify and hold harmless ASHE or its directors, officers, employees, agents or subcontractors from any and all loss, which Exhibitor may suffer as a result of show cancellation, duration, delay or other alterations or changes caused in whole or in part by any reason outside ASHE's control.

7. Suitability of Exhibits and Retail Sales

ASHE reserves the right to determine the eligibility of any exhibitor for inclusion in PDC or Annual and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of ASHE, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. The foregoing prohibition relates to persons, conduct, articles or merchandise, printed materials, souvenirs, catalogs and any other items, without limitation, which reflect the character of the exhibit.

No retail sales, where payment is received and product delivered, are permitted within the exhibit area at any time. Payment and/or orders may be taken for future delivery.

8. Intellectual Property Matters

The exhibitor represents and warrants to ASHE that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by exhibitor) or other intellectual property rights of any third party. The exhibitor agrees to immediately notify ASHE of any information of which exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The exhibitor agrees to indemnify, defend and hold ASHE, its agents,

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successors and assigns harmless from and against all losses, damages and costs (including reasonable attorneys' fees) arising out of or related to claims of infringement by exhibitor of the trademarks, copyrights and other intellectual property rights of any third party. Notwithstanding the foregoing, ASHE shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any exhibitor.

9. Exhibit Setup

Set-up of exhibits will commence in the Henry B. Gonzalez Convention Center starting at 8:00 a.m., Saturday, March 21, 2020, for PDC and in the McCormick Place starting at 8:00 a.m., Saturday, August 1, 2020, for Annual. If an exhibit is not set up by 9:00 a.m. on Monday, March 23, 2020, for PDC or by 9:00 a.m. on Monday, August 3, 2020, for Annual, ASHE reserves the right to re-assign such space to another Exhibitor or to make such other use of the space as deemed necessary or appropriate. ASHE reserves the right to set up the exhibit or remove the freight from the booth at the Exhibitor's expense. No refund will be made to the original contracting Exhibitor. ASHE reserves the right to modify setup, exhibit and dismantle hours in which case all Exhibitors will be notified.

Empty boxes cannot be stored behind the exhibit booth. They must be removed from the exhibit hall prior to the show opening and cannot be returned prior to the conclusion. No part of any exhibit, or signs relating thereto, shall be posted, nailed or otherwise attached to columns, walls, floors, or other parts of the building or its furniture, in any way to deface same. Damages arising from failure to observe these rules shall be payable by the exhibitor.

An exhibitor may use the services of an outside independent contractor only for the installation and dismantling of the exhibit provided that they submit an Exhibitor Appointed Contractor (EAC) form to The Expo Group along with a valid Certificate of Insurance.

Any Exhibitor occupying an Island, Split Island, Peninsula or Modified Peninsula space is required to submit a detailed floor plan, including dimensions, to ASHE for review and approval. Floor plans should be submitted via email to dpostel@smithbucklin.com.

Exhibitors must abide by all of the union, labor and set-up rules and regulations of the Henry B. Convention Center or the McCormick Place. A detailed list of all rules and regulations are included in the Exhibitor Services Manual, and are made available to exhibitors ninety (90) days prior to the show opening. To obtain these rules prior to this date contact Diane Postel dpostel@smithbucklin.com. The Henry B. Convention Center and the McCormick Place have reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

10. Booth Construction

Standard Inline Booth

Inline booths have only one side exposed to an aisle and are generally arranged in a series along a straight line. Individual booths may be combined to form a larger inline booth space.

Dimensions

For purposes of consistency and ease of layout, all inline booths are 10' (3.05m) across the front, with a depth of 10' (3.05m).

Use of Space

Regardless of the number of inline booths utilized, e.g. 10' by 20' (3.05m by 6.10m), 10' by 30' (3.05m by 9.14m) etc., exhibit fixtures should be arranged in such a manner as not to obstruct sight lines of neighboring Exhibitors. The maximum height of 8' (2.44m) is allowed in the rear of the booth space, with a 4' (1.22m) height restriction imposed on all exhibit fixtures within 5' (1.52m) of an aisle. When two (2) or more inline booths are used in combination as a single exhibit space, the 4' (1.22m) height limitation is applied only to that portion of exhibit space which is within 10' (3.05m) of an adjoining booth.

Corner Booth

A corner booth is an inline booth exposed to aisles on two (2) sides. All other guidelines for inline booths apply.

Perimeter Booth

A perimeter booth is an inline booth that backs up to an outside wall of the exhibit facility rather than to another exhibit. All guidelines for inline booths apply to perimeter booths with the exception that the maximum back wall height is 12' (3.66m).

Peninsula Booth

A peninsula booth is exposed to aisles on three (3) sides and is composed of a minimum of four (4) booths. When combining booths to create a peninsula booth, any service aisle space becomes part of the usable booth space. Back walls must be finished and cannot contain copy. There are

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two (2) primary types of peninsula booths: one which backs up to inline booths and one which backs up to another peninsula booth and is referred to as a split island booth.

Dimensions

When a peninsula booth backs up to two (2) inline booths, the back wall is restricted to 4' (1.22m) in height within 5' (1.52m) of the aisle and 10' (3.05m) of the adjoining booths. 16' (4.88m) is the maximum height allowance for the center portion of the back wall, exhibit fixtures, components and identification signs.

Any Exhibitor occupying a peninsula booth is required to submit a detailed floor plan with dimensions, including height, of all items in the booth, including hanging signage, to ASHE Show Management for review and approval thirty (30) days prior to the show opening. Floor plans should be sent via email to dpostel@smithbucklin.com.

Split Island Booth

A split island booth is a peninsula booth that shares a common back wall with another peninsula booth. The entire cubic content of this booth may be used up to the maximum content of 16' (4.88m), including signage. Back walls must be finished and cannot contain copy.

Any Exhibitor occupying a split island booth is required to submit a detailed floor plan with dimensions, including height, of all items in the booth, including hanging signage, to ASHE Show Management for review and approval thirty (30) days prior to the show opening. Floor plans should be sent via email to dpostel@smithbucklin.com.

Island Booth

An island booth is any size booth exposed to aisles on all four (4) sides. The entire cubic content of this booth may be used up the maximum content of 16' (4.88m), including signage.

Any Exhibitor occupying an island booth is required to submit a detailed floor plan with dimensions, including height, of all items in the booth, including hanging signage, to ASHE Show Management for review and approval thirty (30) days prior to the show opening. Floor plans should be sent via email to dpostel@smithbucklin.com.

Canopies/Ceilings, Hanging Signs & Graphics, and Multistory Exhibits

Canopies, including ceilings, umbrellas and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or for hanging products). Canopies for inline or perimeter booths should comply with line of sight requirements and may not protrude into the aisle. The base of the canopy should not be lower than 7' (2.13m) from the floor within 5' (1.52m) of any aisle. Canopy supports should be no wider than 3" (7.62cm). This applies to any booth configuration that has a sightline restriction, such as an inline booth.

Hanging signs and graphics are permitted in all peninsula, modified peninsula, split island and island booths to a maximum height of 16' (4.88m) to the top of the sign. Whether suspended from above or supported from below, they should comply with all use-of-space requirements. If within 5' (1.53m) of an adjacent booth, and if the placement complies with the use-of-space requirements, the side facing the adjacent booth should be finished and not contain any copy.

A multi-story exhibit is permitted in all peninsula, modified peninsula, split island and island booths to a maximum height of 16' (4.88m). Multi-story exhibits may require approval and building permits from the Henry B. Convention Center and/or San Antonio, TX or the McCormick Place and/or Chicago, IL. Exhibitors should obtain permits early on to ensure that all time constraints are met.

Fire and safety regulations for the Henry B. Convention Center or the McCormick Place may apply to canopies/ceilings, hanging signs & graphics, and multistory exhibits will be included in the Exhibitor Services Manual made available to Exhibitors in ninety (90) days prior to show opening. For an advance copy, contact ASHE Show Management by sending an e-mail to dpostel@smithbucklin.com. The Henry B. Convention Center and the McCormick Place or the have reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

11. Exhibit Hours and Admission

Admittance during non-show hours without permission from ASHE Show Management is prohibited. Children under the age of 16 are not permitted on the exhibit floor at any time. ASHE Show Management shall have the sole control over admission policies. All persons visiting the exhibit area, including exhibit booth representatives, will be required to register and to wear an appropriate badge.

11. Dismantling of Exhibits

Exhibits are to be kept intact until the closing of the show at 1:45 p.m. on Tuesday, March 24, 2020 for PDC and at 1:45 p.m. on Tuesday, August 4, 2020 for Annual. All exhibits on the exhibit floor are to be fully removed by 12:00 noon, Wednesday, March 25, 2020 for PDC and by 12:00 noon, Wednesday, August 5, 2020 for Annual. If exhibits are not removed by the specific time, ASHE has the right to remove exhibits and charge the

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expense to the exhibitor. Any exhibitor who begins dismantling and removal of their display before the close of the show may lose priority points and/or the privilege of exhibiting in future shows. This rule will be strictly enforced.

12. Shipment of Exhibits

The official general service contractor will receive freight shipments for exhibitors. Exhibitors who wish to forward materials in advance of the exhibit opening must consign their exhibits to the official general service contractor. Exhibits and related materials will not be accepted in advance as freight by the Henry B. Convention Center or the McCormick Place and will be redirected to the official show decorator at the exhibitor's expense. Shipping information will be included in the Exhibitor Services Manual, made available to Exhibitors ninety (90) days prior to the show opening.

13. Exhibit Staffing

Exhibits must be staffed by qualified employees of the exhibitor at all times during the show hours. Each individual staffing an exhibitor's booth is required to register and must wear the exhibitor badge furnished. Exhibitors are provided four (4) complimentary exhibit only badges, one (1) complimentary full conference badge and three (3) complimentary guest badges for the first 100 square feet of exhibit space purchased. For each additional 100 square feet of exhibit space purchased, Exhibitors are provided four additional (4) complimentary exhibit only badges and three (3) additional complimentary guest badges. ASHE reserves the right to require exhibitors to stay ASHE's preferred hotels in order to receive their complimentary badges.

14. Subletting Prohibition

Exhibitors may not assign or sublet this contract, or permit others to use any contracted exhibit space without the express approval of ASHE Show management. Exhibitors must show only products or services manufactured or sold by them in the regular course of business. The featuring of names or advertisements of non-exhibiting firms or businesses will not be permitted. If an article of a non-exhibiting firm or business is required for the operation or display of any exhibitor's wares, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article is sold in the regular course of business.

15. Canvassing by Non-Exhibitors

PDC and Annual are limited to registered attendees as well as registered representatives of firms, professional organizations and dealers who have contracted with ASHE for exhibit space and/ or sponsorship. No other persons or concerns will be permitted to demonstrate their products or distribute advertising materials at any time during PDC or Annual. Market research companies will be assigned space only if research is being done for a company exhibiting on the floor. Research companies must indicate on the exhibit application the company for which they are conducting market research.

16. Pre-Show Attendee Lists

Each exhibiting company at PDC and/or Annual has the benefit of receiving the pre-conference attendee mailing list for one-time use at no charge for the purpose of mailing a single packet of advertising or other information and materials to promote their own products or services in conjunction with PDC and/or Annual. Exhibiting companies may purchase additional uses of the pre-show attendee list for \$300 per mailing. Companies that violate the one-time use only policy are subject to a fine ten times the cost of the mailing list rental and may lose some or all of its priority points with ASHE as well as the privilege of exhibiting at future ASHE events. Use of mailing lists is exclusive to exhibiting companies and is non-transferable. The post-show attendee list is not available to purchase, but exhibitors can obtain full contact information by renting an electronic lead retrieval device and using it to scan attendee badges onsite.

The list of names and addresses is, and remains, the sole and exclusive property of ASHE, and may not be used for any purpose, or incorporated into any other list or database, without ASHE's express written consent. Lists contain decoy names to detect unauthorized or illegal use. ASHE does not provide email addresses, fax numbers or phone numbers to exhibitors on the pre-show or post-show attendee lists. Attendees may choose to provide their email address, fax numbers and/or phone numbers to exhibitors in their exhibit booth. By signing a Space Application and Contract, exhibitor agrees not to violate the above rules pertaining to the pre-show attendee list.

17. Company Description for Mobile App

Each exhibiting company will have a listing in the mobile app including contact information and a 35-word company description. ASHE will make every attempt to collect the description from the primary logistics of the exhibiting company but if no response is received, ASHE reserves the right to use a description submitted in a previous year or to use information from the exhibiting company's website.

18. Continuing Education

Programs awarding contact education credit must be kept separate from staffed exhibits, promotional presentations or electronic advertisements.

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19. Irregular Activities

All activities of each exhibitor must be confined to the exhibitor's allotted exhibit space except for entertainment and social functions. Demonstrations in booths must be designed to take place and keep the audience within the existing booth space to allow free access in the aisles. Noisemakers of any kind will not be permitted as giveaways. Exhibitors may not place "stick-ons" on attendees' badges. Sideshow tactics or other undignified methods considered by ASHE to be objectionable are expressly prohibited in the Exhibit Hall. Demonstrations using live models are prohibited.

20. Promotions, Contests, Sweepstakes, Random Drawings

In the event that exhibitor advertises, markets, promotes and/or administers any type of promotion including but not limited to giveaways, sweepstakes, drawings, contests in connection with the event (collectively "Promotion"), exhibitor agrees that it shall use, publish and make available to entrants the official rules for the Promotion which shall include at a minimum the Mandatory Disclosures set forth in the Official Exhibitor Kit, without change. Exhibitor is solely responsible for (1) compliance with all applicable laws in the advertising, marketing, promotion and/or administration of the Promotion; and (2) all costs, damages, liabilities, losses or injuries occasioned by the same. In the event exhibitor does not comply with these provisions relation to Promotions ASHE may terminate the Promotion on notice to exhibitor.

ASHE and its subsidiaries and affiliated companies and agencies and each of their respective officers, directors, employees, representatives and agents (collectively, the "Related Parties") SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT INCLUDING WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING OUT OF ANY PROMOTION, THE AWARDED, DELIVERY, OR USE OF ANY PRIZE OR ANY ACTIONS OR OMISSIONS OF EXHIBITOR OR ANY THIRD-PARTY IN CONNECTION WITH ANY PROMOTION. Exhibitor shall defend, indemnify, and hold the Related Parties harmless against any and all costs or liability for any injuries, losses or damages of any kind, resulting in whole or in part, directly or indirectly, from acceptance, misuse or use of the prize or participation in or exclusion from any Promotion or in any Promotion-related activity, or any actions or omissions of exhibitor in connection with the Promotion.

Exhibitor may not use ASHE trademark, trade name, logo, slogan, or other designation in the advertising of any Promotion which exhibitor provides without express written permission of ASHE.

21. Use of Space - General

A. No exhibitor will be permitted to display or distribute literature or any promotion outside the confines of the assigned booth space in the Exhibit Hall unless written permission is given by ASHE. Distribution or display of promotional material in public areas or education session rooms of the Henry B. Convention Center or the McCormick Place are strictly prohibited.

B. Exhibitors are prohibited from possessing, displaying or depicting any products or components or company names in their booth which could be interpreted as being a promotion of another company.

C. No exhibit will be permitted which interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.

D. Helium balloons, lighter-than-air objects, gummed stickers or labels will not be permitted as handouts/souvenirs. Distribution by exhibitors, or their agents, of any printed materials, souvenirs or other articles shall be restricted to the exhibitor's booth space.

E. Any special promotions, music or stunts planned for the Exhibit Hall, must be cleared with ASHE. ASHE reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.

F. ASHE reserves the right to control all suites and meeting rooms in the Henry B. Convention Center, the McCormick Place, and in those hotels participating in the ASHE housing block. These controls have already been set up with the proper person in each property. Request forms for function space including meeting and hospitality rooms are included in the Exhibitor Services Manual, made available to exhibitors ninety (90) days prior to the show opening. No entertainment, meetings, or similar activities for ASHE attendees can be scheduled during official show or program hours, including social events, without direct approval from ASHE.

G. No animals are permitted in the Henry B. Convention Center or the McCormick Place, other than service animals.

H. Exhibitors must abide by all of the facility rules and regulations of the Henry B. Convention Center or the McCormick Place. A detailed list of all convention center rules and regulations are included in the Exhibitor Services Manual, made available to exhibitors ninety (90) days prior to the show opening. To obtain these rules prior to the Exhibitor Services Manual being available, contact dpostal@smithbucklin.com. The Henry B. Convention Center and the McCormick Place have reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

I. The ASHE logo and ASHE conference logo may not be used without the express written permission of ASHE. ASHE will distribute an official ASHE exhibitor logo to all exhibitors for their use prior to the exhibition. Exhibitors agree to abide by the guidelines included with the ASHE exhibitor logo.

J. All exhibitors shall be responsible for compliance with the Americans with Disabilities Act. The exhibitor shall hold ASHE or its directors, officers, employees, agents or subcontractors harmless from any consequences of exhibiting company's failure in this regard. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact:

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U.S. Department of Justice
ADA, Civil Rights Division
Disability Rights Section – NYAV
950 Pennsylvania Avenue, NW
Washington, D.C. 20530 USA
Phone: 800-514-0301 (voice) or 800-514-0383 (TTY)
Web site: www.ada.gov

- K. Exhibitors must have a floor covering in the entire space rented if the exhibit hall is not already covered. If no covering is installed by end of exhibitor set-up, ASHE will order carpet for the space at the exhibitor's cost.
- L. All booth personnel must be properly and modestly clothed. Exhibitors must see that any models hired for their firm be appropriately dressed in business or business casual attire and act within the boundaries of good taste.
- M. Any exhibitor wishing to provide food or non-alcoholic beverages in their booth during exhibit hours must receive permission from ASHE Show Management. Serving alcoholic beverages in exhibit booths is strictly prohibited. For information on how to submit item(s) for approval, email dpostel@smithbucklin.com. Please note that outside food and beverages are prohibited and any items provided should be ordered through the Convention Center's catering department.
- N. ASHE must approve all public relations, press and media-related activities of an exhibitor that will take place on the exhibit floor. All press must have a badge to enter the exhibit hall.

22. Use of Space - Audio/Video, Lights, Music, etc.

- A. No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring exhibit booths or guests.
- B. Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring exhibit booths or guests.
- C. No strobe light effects are permitted.
- D. Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- E. Loud speakers or operation of equipment which is of excessive sound volume to be annoying to neighboring exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- F. Exhibitors are prohibited from taking videos or photographs of any booths on the show floor, other than their own.
- G. No exhibitor shall cause any copyrighted music to be played or performed. Exhibitors are responsible for individual ASCAP/BMI music licensing fees if applicable.

23. Exhibitor-Sponsored Hospitality/Entertainment Functions

Exhibitors are to conduct social and hospitality functions in a manner that is consistent with the professional and educational nature of ASHE. Exhibitors sponsoring any type of function are required to adhere to the following guidelines:

All planned focus group, social or hospitality functions as well as company functions/meetings must be cleared through ASHE's Manager of Meetings prior to booking meeting space and must not conflict with the official PDC or Annual program.

The final hours will be outlined on the Exhibitor Function/Sponsored Hospitality Request Form which will be included in the Exhibitor Services Manual and must be submitted in order to gain approval. Non-exhibiting companies are prohibited from hosting hospitality functions, market research or focus groups during the PDC or Annual. Honoraria and other inducements to attract attendance to focus groups, hospitality functions and non-ASHE educational meetings are not sanctioned by ASHE and should be avoided. Host companies must make it clear that their event is not an official ASHE function. Host companies agree to assume all liability arising out of or in connection with such functions and agree to indemnify ASHE against any and all liability, claims and demands arising or in connection with such functions.

24. Exhibitor Liability, Indemnification & Insurance

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Exhibit Hall and within the Exhibit Hall. Exhibitors wishing to insure their exhibit material, goods and/or wares against theft, damage by fire, accident or loss of any kind must do so at its sole expense. Neither ASHE, its directors, officers, employees, agents, subcontractors or management of the Exhibit Hall (hereinafter "Show Management") are responsible for exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

**American Society for Healthcare Engineering (ASHE)
of the American Hospital Association (AHA)
Contract Conditions/Rules & Regulations**



**2020 International Summit & Exhibition on Health Facility Planning, Design & Construction™ and
57th Annual Conference & Exhibition**

Exhibitor agrees that it will indemnify and hold Show Management harmless from and against all claims on account of injury to any person or property to the extent that any such injury was caused wholly or in part by an act or omission of Exhibitor or any of its agents, employees, subcontractors, guests, licensees or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole negligence, or gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management is made a party to any litigation commenced by or against Exhibitor, or relating to this lease or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including reasonable attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT BY REASON OF SUCH LITIGATION.

Exhibitors are required to maintain and provide a certificate of insurance evidencing the following:

1. General liability with limits not less than \$1M per occurrence, \$2M aggregate
2. Owned, hired and non-owned auto liability with limits not less than \$1M per occurrence
3. Workers' compensation with state statutory limits
4. Employer's liability with limits not less than \$500k/\$500k/\$500k
5. Commercial umbrella liability with limits not less than \$1M
6. Personal property and equipment on a special form replacement cost basis

ASHE, SmithBucklin Corporation and the Henry B. Convention Center or the McCormick Place are to be listed as additional insured's on a primary and non-contributory basis with respect to general/auto/umbrella liability. A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

25. Amendments/Interpretation

ASHE reserves the right to amend and enforce these Contract Conditions/Rules & Regulations. Notice of any amendments shall be given to each exhibitor. Each exhibitor, for itself, its agents and employees agrees to abide by all Contract Conditions/Rules & Regulations set forth therein, or by any subsequent amendments. ASHE reserves the sole right to interpret these Contract Conditions/Rules & Regulations.

26. Enforcement/ Miscellaneous

The Rules & Regulations set forth herein will be enforced by ASHE.

A. Any exhibitor not abiding by any of the ASHE Contract Conditions/Rules & Regulations, including violation of booth construction/height rules, early dismantling of exhibits, may, at the discretion of ASHE, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future ASHE shows.

B. This contract is governed by Illinois law and the exhibitor consents to the exclusive jurisdiction of the State of Federal courts seated in Cook County, Illinois with respect to any action arising out of this contract or PDC or Annual.

C. This contract will be binding on the exhibitor's successors.