

2010 4Corners Medical Group Management Association Exhibitor Contract Terms & Conditions

1. **Standard Exhibit Arrangements:** The contract price includes:

- A. Booth size 10' (depth) x 10' (width) or 8' (depth) x 8' (width).
- B. Drapes 8' high at back.
- C. One 6' skirted table and two chairs.

3. **Exhibits Location and Floor Plan:** Exhibits will be located as shown on the official floor plan. All dimensions and locations shown on the floor plan are believed, but not warranted, to be accurate. The exhibit management reserves the right to make such modifications as may be necessary to meet the needs of the exhibitors and the exhibit program.

4. **Assignment of Space:** Exhibit space will be assigned by 4Corners MGMA in the best interest of the Association and the conference and reserves the right to reassign booths when necessary.

5. **Exhibit Hours:** Exhibit area will be open during each day of the conference, and every effort will be made to maximize exposure to the exhibitor. Specific hours will be confirmed at a later date. Exhibit space must be staffed during ALL show hours.

6. **Terms:** A 25% deposit is required to hold your space. Full payment is required by February 1, 2009. Make checks payable to 4Corners MGMA, and mail to 4Corners MGMA, 10221 N 32nd St Ste D, Phoenix, AZ 85028.

7. Cancellation of Exhibit Contract:

A. **Cancellation** - Any exhibitor desiring to cancel exhibit space for the conference (including space reduction) shall notify 4Corners MGMA of such cancellation by mail addressed to 4Corners MGMA, 10221 N 32nd St Ste D, Phoenix, AZ 85028, no later than February 1, 2010. A cancellation fee of \$500 per booth will be charged to an exhibitor who cancels contract prior to February 1, 2010. Cancellations postmarked on or after February 1, 2010 obligates the exhibitor to full payment of rental. To assure the best available booth locations to 4Corners MGMA exhibitors, the Association has authority to reassign booth space that is cancelled by an organization without refund of fees paid.

B. **Failure to Occupy Space** - Space not occupied by the close of the exhibit installation period as specified material may be forfeited by the exhibitor, and this space may be resold, reassigned or used by the conference management.

8. **Shipping Information:** Convention Services of the Southwest (CSS) will provide receiving, handling and shipping upon receipt of written authority. All shipments must be shipped prepaid.

9. **Storage:** Sandia Resort has no special storage for exhibits and storage of empty crates during the show. CSS will arrange to remove empty crates upon completion of setup, and at the close of exhibit will return them to the exhibitor's booths, when so instructed in advance in writing. All property of the exhibitor remains under his custody and control in transit to and from the exhibit area and while it is in the confines of the exhibit area. Neither 4Corners MGMA, the show service contractors, the management of the exhibit area, 4Corners MGMA 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 any other

causes, and the exhibitor expressly waives and releases any claim or demand he may have against any of them by reason of any damage 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.

10. Construction, Installation, and Use of Exhibits and Exhibit Facilities:

A. **Acceptability of exhibits** - All exhibits shall serve the interests of the members of 4Corners MGMA and shall be operated in a way that will not detract from other exhibits, the exhibition, or conference as a whole. The conference management reserves the right to require the immediate withdrawal of any exhibit which 4Corners MGMA believe to be injurious to the purpose of the Associations.

B. **Restriction and use of space** - No exhibitor shall sublet, assign, or share any of the space allocated to him without the written consent of the 4Corners MGMA Conference Management. Solicitations or demonstrations by exhibitors must be confined within the bounds of their own respective booths. It is understood an exhibitor will not make direct sales involving delivery at the conference. Aisle space shall not be used for exhibit purposes. Display signs and displays are also prohibited in any of the public space or elsewhere on the premises of the meeting facilities, guest rooms, or hallways. Social activities sponsored by an exhibitor which might conflict with the conference schedule must be cleared with the 4Corners MGMA Conference Management. Exhibitors are prohibited from preparing, distributing, or serving any food or beverage from their exhibit booths unless specific permission is received in writing in advance from convention management. Operation of sound devices is allowed if the exhibitor complies with restrictions on volume level.

C. **Construction of exhibits** - Exhibits shall be constructed and arranged so that they neither obstruct the general view nor hide the exhibits of others.

D. **Appearance of exhibits** - Any part of the exhibit which does not lend itself to an attractive appearance, such as unfinished side or end panels, must be draped at the exhibitor's expense. Management reserves the right to have such finishing done and to bill the exhibitor for charges incurred.

E. **Installation and dismantling of exhibits** - All exhibits must be in place and ready by 5:00 p.m., Wednesday, April 26, 2010. The exhibitor may start setting up display at 8:00 am. Dismantling of exhibits may begin at 11:30 am. on Friday, April 28, 2010. No exhibits may be erected after the exhibition hall opens. Tearing down, and removal of exhibits are the responsibility of the exhibitor and must be completed by 3:00 p.m. on Saturday, April 28, 2009. Should the exhibitor fail to remove his exhibit, this removal will be arranged by the conference management at the exhibitor's expense. The dates and times mentioned above are preliminary schedule hours, and specific hours will be confirmed at a later date. Dismantling of an exhibit will not be permitted prior to the close of the show. Such action may cause possible forfeiture of rights to participate in future conferences.

F. **Receiving, unloading, moving, and handling of exhibitor's materials** - It is necessary for exhibitors to arrange

directly with CSS for unloading, moving exhibits, or displays to the exhibit floor or display room, spotting and/or erecting same, and to dismantle, crate or replace in storage.

guidelines established by the 4Corners Medical Group Management Association.

G. Fire and safety regulations - All local regulations will be strictly enforced, and the exhibitor assumes responsibility for compliance with such regulations. All materials used in the exhibit area must be flameproof and fire resistant in order to conform to local fire ordinances and regulations of the local fire department. Crepe paper, corrugated paper, styrofoam and foam core, flameproof or otherwise, will not be permitted. All packing containers, excelsior, and wrapping paper should be removed from the exhibit area. Display racks, signs, spotlights, and special equipment must be approved before use, and all displays are subject to inspection by the local fire department. Any found to be hazardous may be ordered dismantled. All aisles and exits must be kept clear at all times. Fire stations and fire extinguisher equipment are not to be covered or obstructed.

Accepted By:

4Corners MGMA _____
For: _____ Date: _____

H. Protection of Sandia Resort

Acceptance of exhibit space makes it obligatory on the exhibitors that they shall not deface, injure, or mar the exhibit area. Nothing shall be pasted, tacked, nailed, screwed or otherwise attached to columns, walls, floors, or other parts of the building and furniture. The use of crowbars, hand spikes, or any other tool or material which could cause damage to the floor or walls is prohibited. Any damage done shall be paid for by the exhibitor.

Accepted By:

For: _____ Date: _____

11. Liability:

A. Limitation of liability - This contract shall not constitute or be considered a partnership, joint venture of agency between 4Corners MGMA and the exhibitor. It is agreed that the exhibitors will assume entire responsibility and hereby agree to protect, indemnify, and defend and hold 4Corners MGMA, and Sandia Resort, and their employees and agents harmless against all claims, losses and damage to persons or property, government charges of fines and attorney's fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy, or use of exhibition premises or any part thereof, excluding any such liabilities caused by the sole negligence of 4Corners MGMA, or Sandia Resort, its employees, servants or agents. In addition, exhibitors acknowledge that 4Corners MGMA, and Sandia do not maintain insurance coverage for exhibitor's property or injury to exhibitor or its representatives, agents, employees, licenses or invitees. It is recommended that exhibitor obtain adequate insurance coverage, at its own expense, for property loss or damage and liability for personal injury.

12. Cancellation or Postponement of Conference:

In the event the conference is postponed due to any occurrence not occasioned by the conduct of 4Corners MGMA, Sandia Resort, or the exhibitor, or that such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy to this contract, then the performance of such parties under this contract shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event for the duration of such postponement. In the event that such occurrence results in cancellation of the conference, each party hereby releases the other from all obligations under this contract.

13. Antitrust: Exhibitor assumes responsibility for compliance with antitrust laws, including but not limited to the antitrust