

CALIFORNIA PRIMARY CARE ASSOCIATION (CPCA)

EXHIBITOR CONDITIONS AND AGREEMENT

1. REGISTRATION AND ELIGIBILITY. This registration form, executed by an individual who has authority to act for the registrant (Exhibitor) shall constitute a valid and binding contract. CPCA, a California nonprofit corporation, serves as Exhibit Management. CPCA reserves the absolute right to reject any registration.

2. NON-ENDORSEMENT. The Exhibitor agrees and understands that by approving its application, CPCA does not in any way endorse or signal its approval of the Exhibitor's product or service. Accordingly, the Exhibitor agrees that it shall not, in any manner, in its advertising, promotional or similar materials or under takings, state, suggest, or imply such CPCA approval or endorsement. Further, the Exhibitor agrees not to use CPCA's name or make any reference to CPCA in any other under takings (e.g. survey, questionnaire, letter of introduction) without the written permission of CPCA.

3. AGREEMENT TO CONDITIONS. The Exhibitor, for itself and its employees and agents, agrees to abide by the conditions stated herein, it being understood and agreed that the sole control of the exhibit hall rests with CPCA.

4. ASSIGNMENT OF SPACE. Applications received with appropriate payment will be assigned booth space by CPCA Exhibit Management. Preferred booth placement for CPCA Annual and Event Sponsors will be reserved until at least 90 days prior to show date and will be assigned by CPCA Exhibit Management. Classification of exhibits and assignment of space will be determined by CPCA Exhibit Management based on the character of the proposed exhibits, individual requirements and preferences as to location of each exhibitor. CPCA reserves the right to move exhibit space at any time prior to show start date. CPCA reserves the right to reassign or to otherwise use space not occupied or set up by the published exhibit opening time and date. Exhibitors shall not be entitled to a refund in the event of such reassignment or other use.

5. SUBLEASING SPACE. Unless approved in advance and in writing by CPCA, Exhibitor shall not assign or sublet this contract, in whole or in part, nor exhibit any products or services other than those manufactured or handled in Exhibitor's normal course of business, nor permit any third party to solicit business in Exhibitor's space. Exhibit Guide listings are limited to one entry per contracted exhibiting company. Organizations cannot share booth space.

6. PAYMENT. Payment for booth space must be indicated with this signed agreement and solidifies your event participation. Payment must be received at time of contract for Annual Sponsors and at least 30 days prior to move-in for all exhibitors. CPCA reserves the right to accept or reject an exhibitor registration at its sole discretion. CPCA further reserves the right to cancel any agreement for exhibit space at any time and for any reason, provided that it gives notice of such cancellations at least ten (10) days prior to the official opening date of the event. In the event that CPCA declines to accept a registration or CPCA cancels a registration as set forth above, CPCA

will return the exhibiting fee. Please make checks payable to California Primary Care Association.

7. INSURANCE. Exhibitor shall carry adequate insurance to protect itself against bodily injury (including death) and property damage claims arising from Exhibitor's participation in CPCA's Exhibits, including but not limited to (i) worker's compensation as required by law and (ii) commercial general liability insurance in such amounts as are adequate, but in no event less than one million U.S. dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage. Said insurance shall name Exhibit Management (CPCA) as additional insured, shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has waived its right of action against any party prior to the occurrence of a loss, and shall require the insurer to waive all rights of subrogation against Exhibit Management. Exhibitor shall not do any act or thing in the Facility which might violate any insurance policy held by Exhibit Management, its Sponsors, the Operator, or any other party regarding the Facility. Certain materials may be prohibited within the Facility. Contact Exhibit Management for further information.

8. EXHIBITS. Exhibits include one 6' draped table, 2 chairs, wastebasket, company ID sign, 2 booth staff which includes full conference registration for both, listed company contact information in registration materials, and pre-show marketing. Additional booth staff over the 2 included with the exhibit will receive a 50% discount off published registration fees at time of completion (limit two extra at 50% off.) No security is provided by CPCA for this show. Electrical services must be obtained in advance through the CPCA designated general service contractor and is the responsibility of the exhibitor. If an exhibitor plans to install a completely constructed display of such character that the exhibitor will not require or desire the use of standard booth equipment, no part thereof will project as to obstruct the view of adjacent tabletops. No part of any display may be more than eight feet in height.

9. CARE OF EXHIBIT SPACE. Exhibitor must, at its expense, maintain and keep in good order its exhibit and the space that it is assigned.

10. PROTECTION OF THE EXHIBIT FACILITY. Nothing shall be posted on, or tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the exhibit area without CPCA's permission and the permission of the proper building authority. Packing, unpacking and assembly of exhibits will be done only in designated areas and in conformity with CPCA's designated general service contractor, the hotel, or the convention hall manager, as applicable. Exhibitor shall be solely responsible for any and all damage to the Facility caused by Exhibitor, its contractors, or their respective officers, directors, employees, representatives, servants, agents, invitees, licensees, or subcontractors.

11. INSTALLATION AND DISMANTLING. CPCA will supply the specific requirements as to the time for installing and dismantling exhibits prior to the event. Such requirements shall be binding upon the Exhibitor as though fully set forth herein. All displays must be

in place and set up by the official opening of the show. Exhibits and personnel are to remain on the floor until the end of the show. Any exceptions will need the approval of Exhibit Management. Noncompliance will result in the Exhibitor not being allowed to exhibit at future events in the following year.

12. USE OF SPACE. Exhibits may be displayed only in the official exhibit area as established by CPCA. No one, including exhibitors, will be permitted to display articles, equipment or information concerning services, or display movies or films of such articles, equipment or services in private suites or rooms during the conference, in accordance with prior agreements between CPCA and the meeting proper ty. Exhibit Management reserves the right to prohibit distribution of souvenirs, advertising matter, or any other materials. Distribution from anywhere other than within Exhibitor’s booth is forbidden.

13. CONFLICTING MEETING & SOCIAL EVENTS. Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of CPCA members or exhibitors from the conference or exhibit hall during the official hours of the conference and exposition. Doing so will result in Exhibitor not being allowed to exhibit in the following year.

14. CANCELLATION BY EXHIBITOR OR RELOCATION OF CONFERENCE. In the event of cancellation or relocation of an event due to circumstances within CPCA’s direct control, CPCA is limited to refund payment received for exhibit space. In the event CPCA has no control over the cancellation or relocation of an event, CPCA will have no liability of any kind to the Exhibitor but will refund any fees paid to CPCA by the Exhibitor less any and all expenses incurred by CPCA for advertising, administration, or similar and related costs. Exhibitors cancelling for any reason will provide written notice and forfeit all payments (except in the case of Force Majeure) made to CPCA based on the following schedule:

- From agreement sign date – 90 days prior to move-in date
100% of exhibit fee refunded
- From 89 days – 60 days prior to move-in date
50% of exhibit fee refunded
- From 59 days – 30 days prior to move-in date
25% of exhibit fee refunded
- 29 days or less prior to move-in date 0% of exhibit fee refunded

QUALITY CARE CONFERENCE
February 21-22, 2019, Santa Rosa, CA
Move-in February 20, 2019

BILLING MANAGERS CONFERENCE/CFO CONFERENCE
May 14-17, 2019, La Jolla, CA
Move-in May 14, 2019

REGION IX CLINICAL EXCELLENCE CONFERENCE
June 23-25, 2019, Newport Beach, CA
Move-in June 22, 2019

CPCA ANNUAL CONFERENCE
October 17-18, 2019, San Diego, CA
Move-in October 16, 2019

15. VIOLATIONS OF THE CONDITIONS. Any of the following

actions by an exhibitor shall constitute a violation of the conditions of the Exhibitor’s Agreement:

- a. Use of a display of equipment, products or services that vary in any significant way from the description on the registration for Exhibit Space.
- b. Violation of any municipal, state, or federal laws, rules or regulations, including safety codes.
- c. Failure to follow procedures prescribed in sections I through I4.
- d. Failure to remove property from the facility upon cancellation or relocation of the conference.
- e. Failure to comply with any other term and condition herein.

16. LIABILITY.

- a. CPCA under takes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of Exhibitor, its officials, agents or employees, or for the protection of the proper ty of the Exhibitor or its representatives, or of proper ty used in connection with the exhibit, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after exhibition hours and placed in safekeeping by Exhibitor. Any protection for such items provided by CPCA shall be deemed purely gratuitous on its par t and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Exhibitor.
- b. The Exhibitor agrees to indemnify and hold CPCA, and its agents, officials, directors, and employees, harmless from all claims, losses, or liability of any nature whatsoever arising from the activities of the Exhibitor or any of its representatives, including display or use of the Exhibitor’s property, whether or not such activities are authorized by Exhibitor.

Please mail completed form and payment to:
California Primary Care Association
1231 I Street, Suite 400 Sacramento, CA 95814.
For further information, contact us at sponsor@cpca.org

CPCA Exhibitor Service Manuals are emailed directly from American Exposition Services (AES), the general service contractor. Manuals will be sent prior to the show to confirmed exhibitors only. Exhibitors can take advantage of discount pricing provided by AES. The kit contains information on show services, labor rates, and drayage/freight handling rates.

NAME AND TITLE (main contact for billing and logistics)

ORGANIZATION

SIGNATURE

CPCA (Name and Title)

SIGNATURE