



**NATIONAL ASSOCIATION OF COMMUNITY HEALTH CENTERS, INC.®
TERMS & CONDITIONS OF THE EXHIBITOR/SPONSOR AGREEMENT**

1. APPLICATION AND ELIGIBILITY

This application, executed by an individual who has authority to act for the applicant (Exhibitor or Sponsor), shall constitute a valid and binding contract. NACHC, a Maryland nonprofit corporation, serves as Exhibit Management. NACHC reserves the absolute right to reject any application.

2. NON-ENDORSEMENT

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

3. AGREEMENT TO CONDITIONS

The Exhibitor/Sponsor, for itself and its employees and agents, agrees to abide by the conditions stated herein, it being understood and agreed that sole control of the exhibit hall rests with NACHC.

4. ASSIGNMENT OF SPACE

Applications received with appropriate payment will be assigned booth space on a first-come, first-served basis. Booth placement will be assigned on a first-come, first-served basis. Classification of exhibits and assignment of space will be determined by NACHC, based on the character of the proposed exhibits and individual requirements and preferences as to location of each exhibitor. NACHC reserves the right to move exhibit space at any time prior to show start date. NACHC 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. Mobile units are NOT permitted unless prior consent and approval is provided in writing by NACHC Exhibit Management.

5. SUBLEASING SPACE

Unless approved in advance and in writing by Exhibit Management, Exhibitor/Sponsor 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/Sponsor's space. Exhibit Guide listings are limited to one entry per contracted exhibiting company. Organizations cannot share booth space unless approved in advance by NACHC.

6. PAYMENT

Payment for booth space and/or sponsorship must be received with the Exhibitor & Sponsor Application. Note, an application to exhibit/sponsor does not constitute a contract to exhibit/sponsor unless and until NACHC accepts the application. NACHC reserves the right to accept or reject an application at its sole discretion. NACHC further reserves

the right to cancel any contract for exhibit/sponsorship 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 NACHC declines to accept an application or NACHC cancels a contract as set forth above, NACHC will return the payment. An exhibitor/sponsor will not be permitted to set up unless payment has been received in full.

If paying by credit card, you'll have an opportunity to enter your credit card in the Exhibitor & Sponsor Application or enter in the Exhibitor & Sponsor Portal.

If paying by check, make checks payable to **National Association of Community Health Centers** and mail, *within 30 days*, to:

National Association of Community Health Centers

Attn: EXPO

7501 Wisconsin Ave., Suite 1100W

Bethesda, MD 20814

7. INSURANCE

Exhibitors must obtain insurance policies 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) combined single limit for both bodily injury and property damage. Exhibitors must also have public liability, bodily injury, and property damage insurance. Such insurance shall name NACHC (exhibit management), the Venue (event facility) and Hargrove Inc. (the official general service contractor) as additional insureds. Exhibitor shall furnish a certificate of insurance (COI) verifying such coverage to Rainprotection.net, NACHC's insurance management company, at least 30 days prior to the start of the exhibit show date by emailing the COI to sales@rainprotection.net, indicating NACHC in the subject line. Should you need to purchase insurance, you may do so from Rainprotection.net by emailing sales@rainprotection.net.

8. LIABILITY

a. NACHC undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of Exhibitor/Sponsor, its officials, agents or employees, or for the protection of the property of the Exhibitor/Sponsor or its representatives, or of property used in connection with the exhibit/sponsorship, 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 NACHC shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Exhibitor/Sponsor.

b. This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency between NACHC and Exhibitor/Sponsor. Exhibitor/Sponsor hereby agrees to and does indemnify, hold harmless, and defend NACHC, NACHC Leadership, their officers, directors, employees, agents, affiliates, and subsidiaries (collectively, "Indemnified Parties"), from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest, and attorney's fees) which any Indemnified Party may incur, suffer, be put to, pay, or be required to pay, incident to or arising directly or indirectly from any act or omission by Exhibitor/Sponsor or any of its employees, servants, or agents. Exhibitor/Sponsor further agrees that the Indemnified Party shall not be responsible in any way for damage, loss, or destruction of any property of Exhibitor/Sponsor or injury to Exhibitor/Sponsor or its representatives, agents, employees, licensees, or invitees.

9. BOOTHS

Each booth space includes standard booth drape (8' backdrop, 3' siderails), 1-6' draped table, 2 chairs, wastebasket, company ID sign, 2 booth personnel, which includes full conference registration, company profile in mobile app, preregistration list, show security and online exhibitor service manual. 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 booths. No part of any display may be more than eight

feet in height. The back three feet of rented space may be occupied from the floor up to eight feet in height; the front of the rented space may be occupied from the floor up to 48 inches only.

10. CARE OF EXHIBIT SPACE

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

11. 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 NACHC'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 NACHC's Exhibit Manager, 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.

12. INSTALLATION AND DISMANTLING

NACHC 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 one hour prior to the official opening of the show. Exhibits and personnel are to remain on the floor until the end of the show. Any companies dismantling or packing booth material prior to the end of the show will be fined \$1,000 and will not be allowed to participate in any NACHC conference through the following year. NACHC cannot make any exceptions.

13. USE OF SPACE

Exhibits/sponsorships may be displayed only in the official exhibit/sponsorship area as established by NACHC. No one, including exhibitors/sponsors, 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 NACHC and the meeting property. 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.

14. DRONES

Drones will not be permitted in the Expo Hall at any time.

15. CONFLICTING MEETINGS & SOCIAL EVENTS

Exhibitor/Sponsor agrees not to extend invitations, call meetings, or otherwise encourage absence of NACHC members or exhibitors from the conference or exhibit hall during the official hours of the conference and exposition. Doing so will result in Exhibitor/Sponsor not being allowed to exhibit through the following year.

16. CANCELLATION BY EXHIBITOR/SPONSOR OR NACHC

In the event of cancellation or relocation of an event due to circumstances within Organizer's direct control, Organizer is limited to refund payment received for exhibit/sponsorship. In the event Organizer has no control over the cancellation or relocation of an event, NACHC will have no liability of any kind to the Exhibitor/Sponsor but will refund any fees paid to NACHC by the Exhibitor/Sponsor less any and all expenses incurred by NACHC for advertising, administration, or similar and related costs determined at the time of cancellation. Organizer does not have control over Acts of God (e.g., earthquake, fire, flood, pandemic, epidemic, tornado, hurricane, etc.), Acts of Government

(e.g., war, embargo, travel restrictions, curtailment of transportation facilities, etc.), Acts of Man (e.g., terrorism, strike, civil disorder, etc.) or any other circumstance over which Organizer has no control, making it impossible, illegal, or commercially impractical to conduct the event. Any Exhibitor/Sponsor who cancels prior to 60 days of first day of the show will forfeit and pay NACHC as liquidated damages a sum of money equal to 50% of the full price of said exhibit/sponsorship. Any Exhibitor/Sponsor who cancels between 59 days and the first day of the show will forfeit and pay NACHC as liquidated damages 100% of the full price of said exhibitor's booth space. These damages do not include any fees owed to Hargrove, Inc. (the official general service contractor). All cancellation requests must be submitted in writing to exhibits@nachc.org.

17. VIOLATIONS OF THE CONDITIONS

Any of the following actions by an Exhibitor/Sponsor shall constitute a violation of the conditions of the Agreement:

- a. Use of a display of equipment, products or services that vary in any significant way from the description submitted.
- b. Violation of any municipal, state, or federal laws, rules or regulations, including safety codes.
- c. Failure to follow procedures prescribed in sections 1 through 16.
- 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.

Questions? Contact exhibits@nachc.org