Rules and Regulations Governing Exhibits

Eligibility for Exhibiting

The following qualifications are required of all exhibitors at the 45th ASHP Midyear Clinical Meeting and Exhibition to be held at the Anaheim Convention Center:

1. Products or services displayed must further the educational purpose of the 45th ASHP Midyear Clinical Meeting and Exhibition to provide an atmosphere conducive to exchanging information and views about pharmacy practice and health care in a professional manner.

2. Products or services must be related to the practice of pharmacy in hospitals and health systems or other related facilities.

Use of Official ASHP Hotel Block

A contract for exhibit space must be submitted to ASHP prior to requesting a guest room block. All reservations must be made through the official ASHP Housing Bureau. Procedures for reserving blocks will be available on the official meeting hotel reservation form and must be adhered to. Exhibitors who do not adhere to these procedures may be subject to restrictions at future ASHP meetings, including but not limited to, denial of exhibit space and/or meeting room requests; and ineligibility for convention hotel room rates.

No Sales Policy

Because of the educational nature of the exhibit program, solicitation of business, all order taking, selling activity, conferences in the interest of business and similar activity on the exhibit floor is expressly prohibited and will be strictly and actively enforced.

Assignment of Space

Booth space will be allocated in the sole and exclusive discretion of the ASHP with due regard to grouping of exhibitors and date upon which Contract for Exhibit Space was received. The ASHP reserves the right, in the best interest of the Exhibits, to relocate booth space other than that selected by the exhibitor. The decision of the ASHP with respect to allocation of booth space will be final and binding upon all exhibitors.

Space

The exhibit booth arrangement is shown by the floorplan on the ASHP meeting website (www.ashp.org/midyear). Dimensions and location of each booth are reasonably accurate, but only warranted to be approximate. Floorplan revisions will take place periodically. Please refer to our website for an updated floorplan.

Contract for Exhibit Space

The Contract for Exhibit Space must be properly filled out and accompanied by a deposit in the amount of at least fifty percent (50%) of the rental for booth space or spaces requested. The deposit is non-refundable. If the contract is accepted by ASHP, it shall become binding upon both the ASHP and the exhibitor with respect to space assigned and the use, and all other provisions included in the contract and the Exhibit Rules and Regulations. ASHP will assign and confirm booth space to the exhibitor and credit the deposit paid against the monies due when the contract is accepted.

The balance of the booth rental must be paid within 30 days. Any booth contracted after September 3, 2010, must be paid in full by the exhibitor at the time of submission of the contract. Should an exhibitor fail to comply with this rule, ASHP has full authority to cancel any or all booth space assigned to the exhibitor. In such cases, the payment submitted with the contract shall be retained by ASHP as a cancellation fee in consideration of ASHP holding the exhibit space for the exhibitor. Exhibitors will not be permitted to install exhibit or furnish the booth until full payment of the booth rental fee has been paid. Payments to ASHP are not deductible as charitable contributions for federal income tax purposes. However, they may be deductible under other provisions of the Internal Revenue Code.

Activity Within the Exhibit

Any activity within the exhibits, including, without limitation, distribution (free of charge or otherwise) of any literature, product, or any other item must conform to the educational and professional nature and character of the meeting. ASHP reserves the right to prohibit and require immediate cessation of any activity or distribution that, in ASHP's sole discretion, is determined not to conform to the educational nature of the exhibits. ASHP will provide advance approval of activities and items upon request of an exhibitor. The Society's decision to prohibit and require cessation of any activity will be at the sole and exclusive discretion of ASHP and will be final.

Contests, lotteries, raffles, or games of chance are strictly prohibited unless approved by ASHP. The rights and benefits hereunder are personal to exhibitors and may not be assigned without the express written consent of ASHP. All exhibits must conform strictly to the Rules and Regulations. ASHP reserves the right to restrict any exhibit that might be considered undesirable. This restriction includes, but is not limited to, specific items, conduct, dress of personnel, printed matter, or anything objectionable to the exhibit or exhibit program as a whole.

Exhibit Badges

Any individuals designated by the exhibitor will be issued exhibit badges that will authorize such personnel to enter the exhibit area during hours when it is open for exhibitors but not the public. Each exhibiting organization will be given four (4) complimentary exhibit badges per 10' x 10' booth. These complimentary badges will permit access to the exhibit hall and include a full conference badge (including continuing education). Additional exhibit badges may be obtained for a fee of $75.00 per badge issued above the (4) complimentary badges; a full conference registration will not be included for these additional badges. Exhibit personnel who want to register and receive a full conference badge, but exceed the complimentary badge allotment, will be required to pay the applicable meeting registration

rates. ASHP members will pay the member rate, nonmembers will pay the nonmember rate, and all early and onsite registration rates will apply. All exhibitor badge requests must be submitted online.

PLEASE NOTE THAT BADGES ARE NONTRANSFERABLE. If you make changes to your exhibit personnel onsite, the new representative should be prepared to pay a fee of $75.00 per badge. This does not pertain to changes made in advance of the meeting.

Termination of Meeting and Exhibit

Should the premises in which the 45th ASHP Midyear Clinical Meeting and Exhibition is to be held becomes, in the sole judgment of ASHP, unfit for occupancy, or should the meeting and exhibits be materially interfered with by reason of weather, strike, picketing, boycott, embargo, injunction, war, riot, emergency declared by a government agency, or any other act beyond the control of ASHP, the contract for exhibit space may be terminated. ASHP will not incur any liability for damages sustained by exhibitors as a result of such termination. In the event of such termination, the exhibitor expressly waives such liability and releases ASHP of and from all claims for damages and agrees that ASHP shall have no obligations except to refund to the exhibitors a pro-rated share of the aggregate amount received by ASHP (as rental for exhibit space for said exhibit), after deducting all costs and expenses in connection with such exhibit, including a reasonable reserve for claims, such deductions being hereby specifically agreed to by the exhibitor.

Exhibitor Withdrawal or Booth Downsizing

Withdrawal by any exhibitor will not be accepted unless written notice of such withdrawal has been received by ASHP. All deposits are non refundable, and any exhibitor who withdraws after September 6, 2010 shall forfeit one hundred percent (100%) of the full price of said exhibitor's space.

Downsizing of the original booth size by any exhibitor will not be accepted unless written notice of such downsizing has been received by ASHP. Any exhibitor that downsizes before September 6, 2010, shall owe ASHP, in addition to the deposit already paid for the original booth request, a fee equal to 50% of the downsized space. Example: Exhibitor XYZ reserves a 10x20 space and downsizes to a 10x10. Exhibitor XYZ will owe $3700 for the 10x10 and an additional $1,850 for the downsize fee.

Any exhibitor that downsizes from their original contract request after September 6, 2010, shall owe ASHP the full remaining balance on the original booth request. Example: Exhibitor XYZ reserves a 10x20 space and downsizes to a 10x10. Exhibitor XYZ will owe $3700 for the 10x10 and an additional $1,850 for the downsize fee.

Arrangement of Exhibits

Standard booth backgrounds and side rails, decorated with fantasy draperies, and uniform two-line signs are provided without charge. Booth backgrounds are eight feet and divider rails are 33 inches in height. In the area four feet forward from the rear background of each booth, display material may be placed up to a height not exceeding eight feet from the building floor. In any portion of the booth beyond four feet from the rear background of the booth, all parts of the exhibit shall be placed not to exceed the height of the rail, which is 33 inches from the building floor. These restrictions apply to both standard

and peninsula booth layouts. There is no height restriction for island booths. All exposed parts of a display must be finished. Exhibits not conforming to these specifications, or are otherwise found objectionable in the opinion of the ASHP, will be prohibited. ASHP reserves the right, in the best interest of the exhibit, to relocate selected space in areas other than that selected by exhibitor.

Installation, Staffing, and Dismantling of Exhibits

The Anaheim Convention Center has been reserved for exhibit installation during the following hours:*

Friday, December 3	8:00 a.m.–5:00 p.m.
Saturday, December 4	8:00 a.m.–5:00 p.m.
Sunday, December 5	8:00 a.m.–5:00 p.m.

*Days and hours are subject to change

Exhibitors are encouraged to finalize minor booth preparations, display samples, etc., on Monday, December 6, after 8:00 a.m. All exhibits must

be operational by 10:30 a.m., Monday, December 6. After this hour, no installation work will be permitted without special permission from ASHP.

If erection of any exhibit has not started by 12:00 p.m., Sunday, December 6, ASHP shall order the exhibit to be erected, and the exhibitor will be responsible for payment of expenses incurred. Dismantling or packing of exhibits cannot begin earlier than 2:00 p.m., Wednesday, December 8. All displays must be ready for removal from the exhibit hall no later than 5:00 p.m., Wednesday, December 8. Exhibitors will be charged one thousand dollars ($1,000) per day or any part thereof after 10:00 p.m., Wednesday, December 8, that the exhibit remains on the leased premises.

ASHP and the Anaheim Convention Center each reserve the right to disassemble exhibits and charge the exhibitor the above fee plus damages in event these exhibits are not dismantled in a timely manner causing the exhibitor to remain on the premises beyond authorized times. ASHP and the Anaheim Convention Center each assume no obligation to undertake disassembly and assume no liability for any action in connection with this activity.

Contract Labor

Exhibitors may use contractors other than the official exhibit contractor to set up, erect, and dismantle exhibits if at least thirty (30) days prior to the first official move-in day, exhibitor provides to ASHP a written statement of authorization for each such contractor in which the exhibitor gives the name and address of each contractor and lists the name of the supervisor to be in attendance; assumes all responsibility for acts of its contractors and holds harmless ASHP and the Anaheim Convention Center for any loss or damage, including reasonable attorneys fees arising from any act or omission of its contractors and further holds harmless ASHP and the Anaheim Convention Center from an injury to

property of the contractors and the contractors' employees, subcontractors' agents and servants; guarantees compliance with any and all laws, ordinances, or regulations, and all union and convention center requirements; and guarantees all work will be coordinated through and subject to the direction of the official exhibit contractor to ensure orderly workflow. Exhibitors must have onsite and provide to the official exhibit contractor certificate(s) of insurance for their contractor(s), naming the Anaheim Convention Center and ASHP as additional insured, this insurance shall afford immediate defense and indemnification, and the limit of the coverage must be no less than $3,000,000 combined single-limit bodily injury and broad-form contractual liability. Contractors must strictly comply with the foregoing or they will not be permitted on the premises.

Exhibit Hours:*

Monday, December 6	11:00 a.m.–3:00 p.m.
Tuesday, December 7	11:00 a.m.–3:00 p.m.
Wednesday, December 8	11:00 a.m.–2:00 p.m.

*Exhibit hours are subject to change.

Staffing of Exhibits

Exhibit booths must be staffed during all exhibit hours by qualified personnel of the exhibiting company who must be able to explain or demonstrate the products or services on display. Exhibitor assumes all responsibility for its exhibit personnel, employees, contractors, servants, agents, and for all persons admitted to the exhibit area using its Exhibitor's badge. All exhibitors are responsible for informing their own personnel and authorized representatives of these rules and regulations.

Music

Exhibitors shall not play or perform any music at any time. Notwithstanding the foregoing, the exhibitor represents and warrants that no musical work protected by copyright will be staged, produced, or otherwise performed, via either "live" or "mechanical" means, by or on behalf of the exhibitor at the convention unless the exhibitor has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g., ASCAP, BMI, SESAC) for such use. The exhibitor further represents and warrants that it shall be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including, but not limited to, all obligations to report data and to pay royalty fees. Exhibitor agrees to indemnify, save, and hold harmless ASHP and its directors, officers, agents, employees, and each of them, from and against any and all claims, costs, and expenses (including legal fees and expenses) demands, actions, and liabilities of every kind and character whatsoever with respect to any breach of the foregoing representations and warranties.

Exhibit Contractor

Freeman
9900 Business Parkway
Lanham, MD 20716

An exhibitor's service kit providing information about ordering drayage, electrical services, furniture rental, labor, lead retrieval devices, etc., with a complete list of charges, will be available online in September.

Care of Exhibit Space and Premises

The exhibitor, at its own expense, shall install carpet in its exhibit space, shall take good care of its exhibit space, not deface or mar said premises, and will keep and maintain the aforesaid premises in good order at all times. Decorations may not be taped, nailed, tacked, or otherwise fastened to the ceilings, painted surfaces, columns, fabrics, or walls. Exhibitors may not distribute adhesive-backed decals/stickers inside the Anaheim Convention Center or on the premises. Electrical or any other mechanical apparatus must be muffled so noise does not interfere with other exhibitors. Exhibitors will not mar, deface, or otherwise damage any area or equipment of the Anaheim Convention Center.

Safety

No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper shall be used at any time. All packing containers, excelsior, and wrapping paper are to be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, silken, or any other cloth decorations must stand a flameproof test as prescribed by the fire ordinance of the City of Las Vegas. Volatile, explosive, or other flammable matter or any substances prohibited by the law or insurance carriers, are not permitted on premises. All electrical equipment must meet applicable National Electrical Codes and Convention Center requirements. Electrical fixtures and fittings must be UL listed and so marked. Access to public elevators and escalators must not be blocked at any time. Utility panels, switchgear, fire hose cabinets, standpipes and fire extinguishers must remain visible and accessible at all times. Decorations may not block exit doors, fire extinguishing equipment, sprinklers, or emergency lighting systems. All decorating materials must be constructed of flame-proof material or treated with an approved flameproofing solution. Exhibitors may not use helium balloons, compressed gas, heaters, heating devices, or motorized vehicles without the express written consent of ASHP and the Anaheim Convention Center.

Children

Due to health and safety considerations, children under the age of 16 will not be admitted to the exhibit program or educational sessions.

Limitation of Liability

ASHP, the management of the Anaheim Convention Center, and the officers, directors, agents, employees, contractors, and assignees of any of the aforesaid parties will not be responsible for any loss, injury, or damage whatsoever or howsoever arising, which may occur to an exhibit booth, exhibitor or to its agents, or employees, or to its contractors and its agents and employees, or to the property or wares of the exhibitor, arising from any cause whatsoever, in connection with this exhibit. Each exhibitor expressly releases ASHP and the above-named parties from any and all claims for any such injury, loss or damage.

Liability of Exhibitor

If ASHP or the Sand Expo and Convention Center shall be subject to any claim, demand, liability, lawsuit, judgment (whether or not final) award of any type (whether or not final), for any damage or injury to person or property which arises directly or indirectly from the actions or failure to act of one or more exhibitors, their employees, agents, contractors, or persons on or about the premises with a badge of the exhibitor, such exhibitor or exhibitors shall jointly and severally indemnify and hold harmless ASHP and the Sand Expo and Convention Center against any liability resulting therefrom, including, without limitation, attorneys fees.

Insurance

Exhibitors must adequately insure their activities, materials, goods, wares, and exhibits against theft, damage, loss, or injury of any kind and must do so at their own expense; ASHP and the Sand Expo and Convention Center are not responsible for any loss (howsoever caused) to any property of any exhibitor. Exhibitors are solely responsible for their own actions and all actions of their employees, personnel, representatives, agents or contractors during the Midyear Clinical Meeting and Exhibition.

Security

ASHP will provide security guard service throughout the entire meeting, including the official periods of exhibit installation and dismantling. The furnishing of such service is in no case to be understood or interpreted by exhibitors as guaranteeing them or the content of their exhibit against loss or theft of any kind. For additional security services, please contact the official security contractor for the meeting. Information about these services is contained in the service kit.

Use of ASHP Logo

Exhibitors will not use the ASHP logo, the name of ASHP, or in any manner associate any exhibit or any activity during the 45th ASHP Midyear Clinical Meeting and Exhibition with ASHP without the express written and personal consent of ASHP's exhibit manager.

Food and Beverage

Certain packaged foods and nonalcoholic beverages may be distributed by exhibitors from their exhibit space. The distribution of any food or beverages by exhibitors must be approved in advance by ASHP. Details are available in the service kit.

Exhibitors need to be aware of the action taken by the ASHP House of Delegates regarding the consumption of alcoholic beverages:

"That alcohol is a drug and should be used with the respect and concern afforded to any drug; that pharmacists should extend their professional obligations and responsibilities to alcohol use by individuals and themselves; that pharmacists have an obligation to ensure that, if consumed, alcohol

is used only responsibly; that pharmacists, by example in their personal conduct, should foster awareness of the nature of alcohol and responsible use of alcohol by those who choose to use alcohol; and that ASHP and its members continue to support and foster impaired-pharmacists programs as a means of providing opportunities for such individuals to rehabilitate themselves."

Smoke-Free Environment

ASHP monitors state and city laws related to smoking bans, and considers meeting locations that have enacted smoke free regulations for public areas.

Picture Taking, Videotaping/Audio taping

Exhibitors are not permitted to photograph, audiotape or videotape sessions or exhibits during the meeting without express approval from ASHP.

Other Rules and Regulations

All rights and privileges granted to exhibitors are subject to and subordinated to a master lease between ASHP and the Anaheim Convention Center and its policies, rules, and regulations. This agreement provides a personal right to the exhibitor and creates no interest or estate in the Sand Expo and Convention Center or its equipment or facilities.

Exhibitors will comply with all applicable Federal, State and municipal statutes, ordinances, regulations, rules, and requirements including without limitation laws applicable to patents, copyrights, and trademarks and all rules and regulations of the Anaheim Convention Center.

Exhibitors will not discriminate against any person on account of race, creed, color, sex, religion, national origin, or physical or mental disability.

For purposes of these Rules and Regulations the following terms have the following meaning:

"The Anaheim Convention Center" includes and means the Anaheim Convention Center; which is engaged in business as the Anaheim Convention Center, its respective directors, trustees, officers, employees, members, and agents.

"ASHP" includes and means the American Society of Health-System Pharmacists (ASHP), and its directors, officers, employees, agents, members, and contractors.

The Rules and Regulations of the exhibit may be amended by ASHP and such amendments are hereby made an integral part of and incorporated by reference into the Contract for Exhibit Space and shall be deemed to have the identical effect as if set forth in full in the contract. All points not specifically covered are subject to the decision of ASHP.