

FAHP 2018 ANNUAL CONFERENCE

TRADESHOW TERMS AND CONDITIONS

HOTEL EXHIBITOR CLAUSE

Exhibitor Responsibility Clause: To the fullest extent permitted by law, the person/legal entity described as "Exhibitor" in this clause and in this exhibitor contract (regardless whether such person/legal entity is also described as "Exhibitor" in this contract) hereby assumes full responsibility and agrees to indemnify, defend and hold **G/B/H Four Star, LLC** ("Owner"), d/b/a **Hilton Orlando Bonnet Creek By Hilton Management LLC, Managing Agent** ("Hotel"), Hotel's owner, Hilton Worldwide, Inc., and each of their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Hotel Parties"), as well as **Florida Association of Health Plans (FAHP)** ("Group"), from and against any and all claims or expenses arising out of Exhibitor's use of the Hotel's exhibition premises. Exhibitor agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the Exhibitor's indemnity obligations in this clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Hotel Parties and Group shall be named as additional insureds on such policy, and Exhibitor shall supply the Hotel with a Certificate of Insurance at least 30 days prior to the use of the exhibition premises. The Exhibitor understands that neither the Group nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

ASSIGNMENT CRITERIA

Sponsorship/Exhibitor opportunities are available on a first-come, first-serve basis.

PAYMENT AND REFUNDS

Preferably, full payment must accompany the Sponsorship Commitment Form. Payment may be made by check payable to FAHP or by credit card. No exhibits will be reserved until payment is received by the Association. Payment is requested within 30 days of submission of Commitment Form. If payment is not received when due, FAHP reserves the right to reassign the opportunity.

Additional conference attendees over the limit of complimentary registrations included in the sponsorship package must register and pay the conference registration fee.

CANCELLATION AND WITHDRAWAL

Sponsorship/Exhibit Booths cancelled prior to August 1, 2018 will be refunded, less a \$250 service charge. No cancellations will be accepted or refunds issued, after August 1, 2018. Refunds will not be made for no-shows.

FIRE SAFETY

No fireworks or incendiary devices may be used indoors at the Hotel. All vehicle displays, fog machines, fueled cooking demonstrations, lasers, exhibits or extensive productions with staging and props, must have a certified permit from the local Fire Marshall.

RIGGING

No sign, banner, decoration, or production equipment will be allowed to be attached to the wall or ceiling structure or suspended from the ceiling. No exhibitor shall use any flammable decorations or coverings, and all fabrics or other materials used shall be flameproof.

ELECTRICAL

For liability reasons and to insure the highest level of safety, all electrical connections and/or power requirements performed must be contracted through the Show Decorator. No electrical will be provided by FAHP.

SECURITY

No security will be provided in the exhibit space and all personal property left in the exhibit space is at the sole risk of the exhibitor. Exhibitors are responsible for safekeeping of their personal property.

INSTALLATION AND REMOVAL OF DISPLAYS

FAHP reserves the right to fix the time for installation of a booth prior to the conference opening. Installation of all exhibits must be fully completed by Friday, September 7, 2018 at 12pm. No Exhibitor will be allowed to dismantle or repack any part of their exhibit until after the closing of the Tradeshow. Official dismantling will be announced.

EXHIBITORS AUTHORIZED REPRESENTATIVE

Each Exhibitor must name one person to be its representative in connection with installation, operation and removal of the firm's exhibit. The Exhibitor shall assume responsibility for representation in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, staffed and orderly at all times.

SOCIAL ACTIVITIES

Exhibitor agrees not to sponsor hospitality suites/rooms or other functions during official conference activities including exhibit hours, social functions, educational seminars and any other related activity scheduled by FAHP unless given permission by FAHP.

LIABILITY AND INSURANCE

All property of the Exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither FAHP, its service contractors, the management of the exhibit hall nor any of the officers, employees or directors nor any of the same are responsible for the safety of the property of Exhibitors from theft, damage by fire, accident, vandalism, or other causes. Exhibitor hereby assumes entire responsibility and hereby agrees to protect, defend, indemnify and save Hotel, its owners, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of Hotel and its employees and agents. Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in the exhibit, in an amount not less than \$2,000,000 combined Single Limit for personal injury and property damage.

CARE OF BUILDING AND EQUIPMENT

Exhibitors or their agents shall not injure or deface any part of the Resort, other exhibitor booths, or booth contents or show equipment and décor. When such damage appears, the Exhibitor is liable to the owner of the property so damaged.

FAHP DECORATOR/SHOW CONTRACTOR

All exhibitors will be notified of the official Exhibit Show Decorator within 60 days of the conference dates. The Exhibit Show Decorator will have control of all inbound and outbound freight to prevent congestion in the loading and unloading area, in the aisles and in any freight traffic area. The official Show Decorator will have complete control of all labor hired and scheduling and coordination of labor for the purpose of the orderly setup, management, and dismantling of the exposition. Information on shipping methods and rates will be posted online within 60 days of the conference dates. The exhibitor will ship at his own risk and expense all articles to be exhibited. The official Show Decorator will provide storage for incoming freight, delivery to the booth, and removal, storage and return of empty crates and removal and shipment of outbound freight. All charges are based on inbound weights. All shipments must be prepaid. The exhibitor expressly agrees that any exhibit material remaining in the exhibit hall after the contracted move-out dismantle time has terminated or any damaged exhibits left behind may be removed and disposed of at the expense of the exhibitor and without liability to the Association or the official Show Decorator. The exhibit space is carpeted.

EXHIBIT SPACE FLOOR PLAN

Every effort will be made to maintain the general configuration of the floor plan for this conference. However, the Association reserves the right to modify the plan, if necessary, as determined solely by the Association

MISCELLANEOUS

The Association shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors and this exhibition. Any and all matters not specifically covered herein are subject to the decision by the Association. These terms and conditions may be amended at any time by the Association upon written notice to all exhibitors. The exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by the Association from time to time.