



HIMSS19 EXHIBIT SPACE AGREEMENT

February 11-15, 2019

Orange County Convention Center – Orlando, FL

Please return signed copy with payment to HIMSS and retain a copy for your records. **Please make checks payable to HIMSS, 6923 Eagle Way, Chicago, IL 60678-1692. HIMSS Federal Tax ID# is 36-3906745.** The terms and conditions on each page of this document and all rules and regulations as outlined in the exhibitor service kit, to follow, are an integral and binding part of this agreement.

Please list the Company name and address as it should appear in HIMSS materials. The listed business contact will receive all communications related to exhibit space. Please notify HIMSS should any of this information change.

Company Name ("Exhibitor")			
Company Address			
City	State	Zip	Country
Company's Website Address			
Business Contact & Title		Business Contact's Email	
Business Contact Phone Number		Business Contact's Fax No.	
Accounts Payable Contact		Accounts Payable Email	
Accounts Payable Phone Number		Accounts Payable Fax No.	

EXHIBIT SPACE PAYMENT SCHEDULE:

Initial Here: _____

I understand and agree to the payment schedule as noted below and that my exhibit space will be released if any of the payment deadlines are missed and financial penalties may apply. The Exhibit Space Contract is not fully executed until accepted by HIMSS. If the contract is not accompanied by payment we cannot guarantee you will receive the booth space preference you have listed below.

DEPOSIT AND PAYMENT REQUIREMENTS:

A deposit is required with signed contract pursuant to the following schedule::

- 100 square feet = \$1,500 deposit required on-site
- 200 – 1,000 square feet = \$4,800 deposit required on-site
- 1,100 – 2,500 square feet = \$8,500 deposit required on-site
- 2,600 square feet or above = \$22,500 deposit required on-site

For contracts signed between Feb. 1 – March 8, 2018: Deposit Required (noted above)

June 1, 2018: Remaining balance to reach 50% due

Sept 7, 2018: Remaining balance of 100% due

BOOTH SPACE ASSIGNMENTS

The minimum booth size is 10x10. Please specify your requested booth numbers below in the order of preference. HIMSS will make every effort to accommodate your request, but cannot guarantee your request(s). If none of your requests are available, HIMSS will assign a booth for your company. HIMSS reserves the right to relocate booths after assignment based on space requirements.

1) _____ 2) _____ 3) _____ 4) _____

Booth Type

- ☐ Corner (1 corner)
- ☐ Inline (no corners)
- ☐ Peninsula (2 corners, 20x20 or larger only)
- ☐ Island (4 corners, 20x20 or larger only)

Booth Assigned by: _____

*Rates apply only for signed contracts received between February 1, 2018 through March 8, 2018. After March 8, 2018, rates increase.

BOOTH RENTAL CALCULATION

Corporate Member Status

- ☐ Yes, we are a HIMSS Corporate Member
- ☐ No, we are not a HIMSS Corporate Member
- ☐ Please contact me about becoming a HIMSS Corporate Member

For exhibit booth space contracts received on or before 3/8/18

HIMSS Corporate Member Rate:

Premium Zone - \$3,925 per first 10x10 booth plus **\$3,500** per each additional 10x10 booth

Zone 1 - \$3,725 per first 10x10 booth plus **\$3,300** per each additional 10x10 booth

*All zones have a \$725 fee per corner on booth

Non-HIMSS Corporate Member Rate:

Premium Zone - \$4,725 per first 10x10 booth plus **\$4,300** per each additional 10x10 booth

Zone 1 - \$4,525 per first 10x10 booth plus **\$4,100** per each additional 10x10 booth

*All zones have a \$725 fee per corner on booth

Booth Calculations:

First 10 x 10 booth	\$ _____
Total # of additional 10x10 booths _____ x Booth Rate _____	= \$ _____
Total # of Open Corners _____ x \$725 per corner =	\$ _____
Deposit (see Exhibit Space Payment Requirements)	(\$ _____)
Balance Due:	\$ _____

AUTHORIZING SIGNATURES

The undersigned, Exhibitor's authorized signatory, hereby apply for exhibit space at the HIMSS19 Conference and Exhibition on the dates shown above. We understand that booth space will be assigned on the basis of application receipt date and the exhibitor priority point system. If our preferred space is not available, we will accept HIMSS' assignment of booth space close to our choice as possible. We have read, understand and accept the terms and conditions outlined in this document and agree to abide by all requirements, restrictions, and obligations outlined in the Terms and Conditions. Upon acceptance by HIMSS, the terms of this agreement are binding.

Authorized Signatory for Exhibiting Company

Print Name & Title _____

Signature _____

Date _____

Authorized Signature for HIMSS – HIMSS Office Use Only

METHOD OF PAYMENT: *Purchase orders are not an accepted form of payment.*

- ☐ Pay by wire or check made payable to HIMSS
- ☐ Pay by credit card by logging in to MYS portal
- ☐ Pay by credit card using **HIMSS Credit Card Authorization Form** and faxed back to HIMSS secure fax line at 312-915-9209

Wire/ACH Transfer:

Bank Name: JP Morgan Chase Bank

Address: 10 S. Dearborn, Chicago, IL 60603

Swift Code: CHASUS33

ABA #: 021000021 – (WIRES) & 071000013 – (ACH)

Account Number: 5300097217

Account Name: Healthcare Information Management Systems Society

Fed. Tax ID: 36-3906745

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TERMS AND CONDITIONS

CANCELLATIONS: Sponsor must notify HIMSS of its intent to cancel this agreement in writing through an authorized company representative. Cancellations received on or before September 6, 2018, will be charged a fee equal to 50% of the total cost of the sponsorship. Cancellations received on or after September 7, 2018 will be charged a fee equal to 100% of the total cost of the sponsorship. In the event Sponsor cancels this agreement, HIMSS reserves the right to withhold delivery of its obligations under Sponsor's other Event-related agreements, including, without limitation: 1) to cancel Sponsor's ordered advertisements in the Event guide or the Event daily newspaper; 2) to cancel Sponsor's reserved hospitality space; 3) to cancel Sponsor's reserved hotel sleeping room blocks in conference hotels; 4) to cancel all other sponsorship opportunity agreements entered into by Sponsor related to the Event. Cancellation of contracted space may also result in immediate forfeiture of all of Sponsor's associated exhibitor points and Event badge allotment.

SPACE REDUCTIONS: HIMSS may, but is not required to, grant Sponsor requests to reduce size of contracted space in its sole discretion. In the event HIMSS grants Sponsor's request to reduce contracted space size, HIMSS may relocate Sponsor's contracted space in its sole discretion. HIMSS will also adjust downward the following: 1) Sponsor's exhibitor points, 2) Sponsor's hotel sleeping room blocks, and 3) Sponsor's Event badge allotment, where applicable. In the event HIMSS grants a request to reduce contracted space size, Sponsor will be obligated to pay 50% of total fees for released space when HIMSS receives such request on or before September 6, 2018; or 100% of total fees for released space when HIMSS receives such request after September 7, 2018.

SUBLETTING AND TRANSFERS: Sponsor may not assign, sublet, or share its contracted space with another business or firm without prior written approval from HIMSS which may be granted in HIMSS' sole discretion. In the event that HIMSS grants Sponsor's request to transfer its contracted space, in whole or in part, to another company; Sponsor shall be subject to the space reduction and/or cancellation policies.

FINANCIAL TERMS AND CONDITIONS: Sponsor agrees to pay all deposits and fees pursuant to the posted pricing schedule. HIMSS reserves the right, in its sole discretion, to release and reassign sponsorship opportunities, including contracted space and/or sponsorship, where Sponsor fails to remit all deposits and fees pursuant to the posted pricing schedule. Sponsors that receive discounts for Corporate Membership or Organizational Affiliate status must remain in good standing with such status, as applicable, through the duration of the Event or Sponsor will immediately forfeit the discount and HIMSS will invoice Sponsor for the balance of the regular rate applicable at the time of space reservation, which shall be immediately due and payable. HIMSS reserves the right to withhold delivery of its obligations under this agreement, including, without limitation, to refuse Sponsor's exhibit freight, withdraw Sponsor's Event badge allotment, withhold contracted space and/or sponsorship materials until Sponsor remits payment in full, all outstanding amounts due under this agreement and all other sponsorship agreements Sponsor may enter into with HIMSS relating to the Event. HIMSS reserves the right to impose a penalty fee of 5% of total fees due (or such other maximum amount as permitted by law) for late payments. Sponsor's failure to remit payment in full for fees prior to the start of the Event will result in Sponsor's forfeiture of all deposits and fees previously paid to HIMSS for the Event.

ELIGIBILITY: The Event exhibition is intended to demonstrate products and services for information and management systems professionals in healthcare. HIMSS shall determine Sponsor's eligibility to participate in the exhibition in its sole discretion. HIMSS may refuse rental of exhibit space to Sponsor, or remove Sponsor from the Event exhibition hall, if, in the sole opinion of HIMSS, Sponsor's display of goods or services is not compatible with the character and objectives of the exhibition. In the event HIMSS does not accept this application, HIMSS will return all paid space rental fees or deposits to Sponsor. In the event HIMSS accepts this application but later removes a company from the exhibition due to its discovery that Sponsor is not eligible to exhibit pursuant to this section, Sponsor's prepaid space rental fees and deposits will be forfeited.

EVENT RULES: Sponsor must contract exhibit space in the Event exhibition hall in order to host functions in conjunction with the Event outside of posted conference hours. Sponsor must comply with all conditions, rules and regulations imposed by the Event venue and its management. Sponsor must comply with all rules outlined in the HIMSS Event Service Manual, which is available on the Event web site. Circulars/advertising matter of any description may be used or distributed only within the space assigned to the Sponsor presenting such material. Only media and literature published or approved by Event management may be distributed at the registration desk, in the registration area, in the meeting rooms, in the exposition areas, in public areas or in transportation under

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lease to HIMSS. No photography or videography is allowed by any photographer other than the designated Event photographer without prior written approval from HIMSS. The violation of any of these rules is grounds for downward adjustment or loss of Sponsor's exhibitor points, and/or dismissal from exhibition hall and/or the Event with forfeiture of all associated monies.

EXHIBITION SPONSOR RULES: Sponsors contracting exhibition space under this agreement ("Exhibition Sponsor") expressly agrees to comply with assigned move-in and installation days and hours as specified in the Event Service Manual; and agrees that its exhibit may not be removed from the exhibit hall until the official closing of the Event. Exhibition Sponsor is permitted to conduct business only within the confines of its contracted exhibit space. Exhibition Sponsor expressly agree to comply with all rules and regulations as outlined in the Event Service Manual and all directions from Event staff. Only authorized representatives of Exhibition Sponsor are permitted to display or demonstrate any products, processes, or services, to solicit orders, to wear identification of Exhibition Sponsor's company or organization, or to distribute advertising or other materials at the exhibition. Exhibit Sponsor must show goods or services manufactured or dealt in by Exhibit Sponsor in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an Exhibit Sponsor's display, identification of such article shall be limited to the usual and regular nameplates imprint, or trademark under which same is sold in the general course of business. Exhibit Sponsor may use audio and visual equipment will be permitted, where appropriate to the display; however, sound must be maintained at not more than a level of 75 decibels. HIMSS reserves the right to restrict Exhibitors' use of sound and other devices which exceed 75 decibels and interferes with the best interests of the exhibition as a whole. Exhibit Sponsor may not enter the exhibit space of other Exhibit Sponsors without invitation; nor may Exhibit Sponsor call or invite a visitor out of one exhibit and into its own. Use of noisemakers, promotions and presentations that may be judged by HIMSS, in its sole discretion, as not in good taste, lacking in dignity, or not in keeping with the purpose of HIMSS are prohibited. Sponsor is wholly liable for all damage caused whether directly by Sponsor, or by Sponsor's agents, to building floors, walls, or columns, or to standard booth equipment, or to other Sponsor's property. Sponsor may not mark, tack, make holes, and apply paint, lacquer, adhesives, or other coating to building columns, walls, ceilings, floors or to standard booth equipment. Sponsor will be wholly responsible for labor charges incurred in connection with the assembly, draping, repairs, and dismantling of contracted exhibit booth(s). All construction material must conform to standard safety practices. All display materials, including table, back drapes, textile, paper displays, and decorations, must be fire resistant or flame proof. Combustible decorations are prohibited all times. Sponsor must remove all packaging containers and materials from the Event exhibition hall and/or other contracted space and may not be stored under tables or behind displays. Sponsor must maintain all aisles, corridors, exit areas, and stairways in and around Sponsor's contracted space at their required width at all times during the Event. Obstructions protruding into the aisles of the exhibition or in other areas of contracted space are prohibited. Photography or videography of another company's exhibit is strictly prohibited. Sponsor acknowledges and agrees that it is charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in the Event. Compliance with all such laws is mandatory and is the sole responsibility of Sponsor. The violation of any of these rules is grounds for downward adjustment or loss of 1) Sponsor's exhibitor points, 2) Sponsor's hotel sleeping room blocks, 3) Sponsor's Event badge allotment; where applicable, and/or dismissal from exhibition hall and/or the Event with forfeiture of all associated monies.

SPECIAL PARTICIPATION RULES: Where applicable for specialty pavilions, showcases, and other specialized participation areas of the Event, Sponsor must adhere to all posted participation requirements outlined in the HIMSS Event Service Manual. For testing and exhibition demonstrations, Sponsor agrees to ensure the timely arrival of its designated speaker(s), and to take direction from Event technical project management and Event staff as necessary in order to successfully execute the testing and exhibition demonstration. Sponsor's failure to ensure timely arrival of its speaker(s); and/or, in the reasonable judgment of HIMSS, to promptly correct violations or to comply with directives from Event technical project management and Event staff, will result in HIMSS excluding Sponsor from further participation in the testing and/or demonstration process, including demonstration at future HIMSS events, without any refund of fees.

ACCESS TO EVENT; OFFICIAL HOUSING : Each individual representative of Sponsor is required to wear an Event badge for entry into the Event. Only Exhibition Sponsors will be permitted to enter the Event exhibition hall outside of posted hours pursuant to the rules stated in the Event Service Manual. Sponsor's allocated Event badges are not transferable. Event staff will confiscate Sponsor's Event badges that are worn by another individual other than the person to whom the Event badge is issued. Sponsors are required to utilize the official Event housing bureau for all housing accommodations associated with the Event. HIMSS reserves the right to withhold delivery of its obligations under this agreement, including, without limitation, to refuse Sponsor's exhibit freight, withdraw Sponsor's Event badge allotment, and withhold contracted space and/or sponsorship materials if Sponsor violates this rule.

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INDEMNIFICATION: Sponsor shall defend, indemnify, protect, save, and hold HIMSS and its officers, directors, employees and agents and the venue, and all agents and employees thereof, and Event management and its officers, directors, employees, and agents (hereinafter collectively called "Indemnities") forever harmless from any damages, liabilities, claims, demands, or actions arising out of the actions or inactions of Sponsor, its servants, employees, contractors, or agents. This indemnification shall extend to claims for actual or alleged (a) injury to any person, (b) damage to any property, (c) economic loss, (d) business and/or production loss, (e) product or service deficiencies or damage, or (f) other violation of any statute, law, ordinance, or regulation, including but not limited to claims, as well as claims arising from the alleged action, inaction, or negligence of Sponsor. Sponsor shall at all times defend, protect, indemnify, save, and hold harmless the Indemnities against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from or out of or by reason of any accident or bodily injury or other occurrences to any property, person or persons, including Sponsor, its agents, employees, and business invitees which arise from or out of or by reason of said Sponsor's occupancy and use of the facilities, or any part thereof.

SPONSOR INSURANCE: All property of the Sponsor is understood to remain under its custody and control in transit to and from and/or within the confines of the venue. HIMSS, Event management, and the venue do not maintain insurance covering Sponsor's property and will not be responsible for damage to, loss, or theft of property belonging to any Sponsor, its agents, employees, business invitees, visitors or guests. Sponsor shall carry Comprehensive General Liability coverage, including premises, operations, and contractual liability coverage of at least \$1M for Personal Injury Liability and \$1m for Property Damage Liability and statutory Worker's Compensation insurance in full compliance with all federal and state laws and covering all of Sponsor's employees with coverage of at least \$100,000 per injury. Sponsor must provide a Certificate of Insurance to Event management. Sponsor shall carry Comprehensive General Liability coverage, including bodily injury and property damage, fire legal liability, personal and advertising liability, products and completed operations, and contractual liability coverage of at least \$1,000,000 per occurrence/\$2,000,000 General Aggregate. Sponsor's policy must include HIMSS and its subsidiaries, affiliates, officers, directors and employees as additional insureds under ISO form CG2026. Certificate and endorsements must state that the General Liability Insurance is primary and will not seek contribution from any insurance available to the additional insureds. Statutory Workers Compensation in full compliance with all federal and state laws covering all of the Sponsor's employees with Employers Liability (Coverage B) limits of not less than \$500,000/\$500,000/\$500,000. Workers Compensation must include a waiver of rights to recover against additional insureds listed on the certificate. Automobile liability should include all owned, non-owned, and hired vehicles with limits of \$1,000,000 per accident.

FORCE MAJEURE: In the event that the performance by HIMSS or the venue or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event, as a result of fire, flood, tempest, inclement weather, or other such cause or as a result of governmental intervention, malicious damage, acts of God, war, strike, lock-out, labor dispute, riot, terrorist acts, curtailment of transportation, or other cause or agency over which HIMSS has no control, or should HIMSS decide that because of any such cause that it is necessary to cancel, postpone or re-site the event, or reduce the move-in and installation time, exhibition time, or move-out time, HIMSS shall not be liable to refund, indemnify, or reimburse the Exhibitor in respect of any fees paid, damage or loss, direct or indirect, arising as a result thereof.

INTELLECTUAL PROPERTY: Sponsor represents and warrants that it shall not violate any copyright, trademark, or other similar intellectual property laws and that it shall comply with all copyright restrictions including, but not limited to, any license HIMSS may obtain or any other laws and restrictions with respect to the use or performance of music. Sponsor further represents and warrants that it shall obtain any additional license or grant of authority required of Sponsor under the copyright laws and present HIMSS with a copy of such license or grant no less than thirty (30) days prior to the start of the Event.

COMPLAINTS: Complaints of any violation of these Terms and Conditions are to be made promptly to HIMSS and its representatives. Sponsor and its representatives agree to abide by the decisions of HIMSS.

ACCEPTABLE CONDUCT: Sponsors are expected to behave responsibly and to treat each other - and treat the community - with respect, kindness, and compassion. HIMSS reserves the right, without refund, to revoke the credentials of participants whose conduct is deemed inappropriate, disorderly, or offensive by HIMSS, show management, venue management or local authorities.

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AMENDMENTS: Any and all matters not specifically covered herein and in the Event Service Manual are subject to the decision of HIMSS. HIMSS shall have the full and exclusive power to interpret, amend, and enforce these Terms and Conditions, provided any amendments, when made, are brought to the notice of Sponsors. Each Sponsor, for itself and its employees, agrees to abide by the foregoing Terms and Conditions and by any amendments or additions thereto in conformance with the preceding sentence. Violation of these Terms and Conditions is grounds for dismissal from the exhibit hall and forfeiture of all associated monies.

LAWS APPLICABLE: This agreement shall be governed in accordance with the laws of the State of Illinois. Any and all litigation arising from, or as a result of this Agreement will be conducted in Illinois and shall be governed in accordance with the laws of the State of Illinois. This application does not represent a joint venture between HIMSS and the Sponsor; each shall retain the status of independent contractor and shall not have the authority to bind or represent the other. The agreement may not be assigned to another entity without prior written consent from HIMSS.

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