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Exhibitor Contract

PRINT YOUR COMPANY INFORMATION

Company Name (as it should appear in promotional materials) _____

Primary Contact Name* _____ Title _____

Address _____

City, State, ZIP _____

Primary Contact Phone* _____ Primary Contact Email* _____

Additional Contact Name* _____ Additional Contact Email* _____

Company's primary product, service, or area of business _____

*The Primary Contact/Additional Contact persons should be the staff member(s) who should receive all communications from ACHA and the decorating company regarding exhibiting at the ACHA meeting. **You will be contacted at a later date to register the names of those persons who will be attending the meeting.**

Check to opt-out of inclusion in mailing lists/email lists furnished to ACHA affiliate college health associations.

ENTER THE NUMBER of BOOTHS you are reserving next to the appropriate rate category

Refer to the Exhibit Hall Floor Plan to DETERMINE IF YOUR BOOTH PREFERENCE(S) IS A **STANDARD** OR **PRIME** LOCATION(S). You will be contacted should your final booth assignment affect the total amount due to ACHA.

	8 X 10 STANDARD BOOTH FEE	8 X 10 PRIME LOCATION BOOTH FEE
Commercial Organization	_____ x \$1,545	_____ x \$1,700
Commercial Organization that is an ACHA 2010 Sustaining Member	_____ x \$1,235	_____ x \$1,359
Nonprofit Organization	_____ x \$1,000	_____ x \$1,100
Nonprofit Organization that is an ACHA 2010 Sustaining Member	_____ x \$ 800	_____ x \$ 880
ACHA Member Institution (school)	_____ x \$ 360	_____ x \$ 396

Total Due to ACHA

\$ _____

INDICATE BOOTH PREFERENCES

Booth space will be assigned on a first-come, first-served basis, **upon receipt of a completed contract**. ACHA reserves the right to relocate exhibitors.

List five (5) preferences for booth location per the Exhibit Hall Floor Plan:

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Indicate any specific companies or types of companies that you would prefer not to be located immediately next to:

INDICATE METHOD OF PAYMENT

___ check (payable to American College Health Association)

Credit card: ___ Visa ___ MasterCard ___ AmEx

Card # _____

Card Security Code (from back of card) _____ Exp. Date _____

Cardholder name _____

Cardholder signature _____

CANCELLATIONS

Booth space cancellations must be made in writing prior to April 30, 2010, to receive a refund of fees paid, less a \$150 cancellation fee. No refunds will be given after April 30, 2010.

SIGN AND SUBMIT TO ACHA

READ ALL TERMS, CONDITIONS, RULES, AND REGULATIONS as printed on both sides of this contract, and in the 2010 Exhibiting & Promotional Opportunities brochure, and **indicate acceptance by signing on BOTH SIDES.**

RETURN BOTH SIDES of this contract with payment to:

ACHA 2010 Exhibits
891 Elkridge Landing Rd., Suite 100 ■ Linthicum, MD 21090
(410) 859-1500, x221 ■ fax (410) 859-1510 ■ Lpitrone@acha.org

TERMS, CONDITIONS, AND PURPOSES OF A COMMERCIAL EXHIBIT AT A CONTINUING EDUCATION EVENT

- 1. Control of Content and Selection of Presenters and Moderators:** Sponsor (ACHA) is responsible for control of content and selection of presenters and moderators. The company agrees not to direct the content of the program.
- 2. Ancillary Promotional Activities:** No promotional activities will be permitted in the same room or obligate path as the educational activity. No product advertisements will be permitted in the program room.
- 3. Independence of Sponsor in the Use of Contributed Funds:**
 - a. Funds should be in the form of an exhibit fee made payable to the American College Health Association.
 - b. All other support associated with this CME/CH activity (e.g., distributing brochures, preparing slides, etc.) must be given with full knowledge and approval of American College Health Association.
 - c. No other funds from the commercial company will be paid to the program director, faculty, or others involved with the CME/CH activity (additional honoraria, extra social events, etc.).

The exhibiting company and the accredited sponsor (ACHA) agree to abide by all requirements of the ACCME Standards for Commercial Support of Continuing Medical Education and the ANCC Standards for Commercial Support of Continuing Nursing Education (appended).

We agree to abide by the terms, conditions, rules, and regulations as printed on both sides of this contract and in the 2010

Exhibiting & Promotional Opportunities brochure. Signature _____ Date _____

(OVER)

ACHA 2010 ANNUAL MEETING TERMS, CONDITIONS, RULES, AND REGULATIONS

AGREEMENT OF RULES

By signing the application and contract for exhibit space, the exhibiting company agrees to abide by all the requirements of the 2010 Exhibiting & Promotional Opportunities brochure and all the Terms, Conditions, Rules and Regulations enclosed herewith.

The signer of this contract also agrees to share the 2010 Exhibiting & Promotional Opportunities brochure and the Terms, Conditions, Rules and Regulations with the representatives who will attend the meeting.

Each exhibiting company has only a terminable license to exhibit. If an exhibitor fails to comply with any requirement of the 2010 Exhibiting & Promotional Opportunities brochure or any rule, regulation herein, or directive issued by ACHA, this license to exhibit may be terminated and the exhibit closed without notice or refund of payment.

All interpretations of the 2010 Exhibiting & Promotional Opportunities brochure, Terms, Conditions, Rules and Regulations, staffing, and registration requirements, and any and all matters and questions not specifically covered therein are subject to the discretion of ACHA.

ACHA requires strict adherence to the set-up, opening, and closing hours of exhibition. Exhibitors who comply — including those who do not begin breakdown of their booth prior to the Friday, 1:00 p.m. closing time — will be given advance notice for booth selection for the following year.

EXHIBIT ELIGIBILITY

The purpose of the Exhibitor Contract is to reserve booth space. Exhibitor contracts generally are approved when the products and services offered by the exhibiting company are related to the college/university health field and promote the general well-being and health of college students. ACHA reserves the right to decline any exhibit that it considers unsuitable or not within the general character of the meeting.

BOOTH ACTIVITIES AND CONDUCT

The first rule of exhibit display is consideration of other exhibitors. The use of flashing lights, megaphones, loudspeakers, side-show tactics or other noisy or undignified displays (i.e., excessive noise, heat, light, or pollution emanating from exhibits) is prohibited. Helium balloons, glitter, confetti, live animals (except seeing-eye dogs) and stick-on decals or other adhesive items are expressly prohibited within the Philadelphia Marriott Downtown hotel.

No display may be arranged so that an exhibitor must stand in the aisle in front of the booth in order to conduct business. Moreover, no merchandise, chairs, tables, desks, lights, signs or other exhibitor items may extend into the aisles.

Exhibitors will not be permitted to behave in a manner that is, in the sole discretion of ACHA, objectionable. Exhibitors are also obliged to comply with any additional rules established by ACHA. If exhibitors have any questions concerning their exhibit, any conduct or activity, please contact ACHA for advice and approval in advance of the meeting.

Promotional activities or product advertisements are permitted only at the exhibitor's assigned booth.

ON-SITE PRODUCT SALES

Exhibitors may sell products or take orders at their booth provided the product or service is related to the college/university health field and promotes the general well-being and health of college students. Prior approval by ACHA is requested. Exhibitors are responsible for collecting and paying all related taxes; adherence to local, state, and federal laws (including FDA laws and regulations); acquiring all necessary licenses; as well as securing property, including checks and credit cards. Cash sales are strongly discouraged.

DRAWINGS AND RAFFLES

Drawings or raffles may be conducted at exhibit booths provided they do not conflict in any way with ACHA's meeting program or local laws.

Description of prizes and method in which raffle will be conducted should be pre-approved by ACHA.

FLAMEPROOFING

All decorative materials shall be noncombustible or treated and maintained in a flame retardant condition. Exhibitors shall present certificate of flame retardant,

or a sample of the material for testing upon request from the fire marshal. Open flames, or devices that emit open flames are never allowed. Flammable liquids, flammable gases, or any other materials deemed hazardous by the chief of the Philadelphia Fire Department are not permitted.

LIABILITY

Exhibitor shall be fully responsible to pay for any and all damages to property owned by Philadelphia Marriott Downtown, or the American College Health Association or their owners or managers, which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify, and hold harmless, Philadelphia Marriott Downtown, the American College Health Association, and their respective owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include, without limitation, all losses, costs, damages, or expenses, including attorneys fees, arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof. Finally, while ACHA and Philadelphia Marriott Downtown may take reasonable precautions against damage or loss by fire, weather, strike, theft, governmental action or regulation, or other similar circumstances, they do not guarantee or insure the exhibitor against loss by reasons thereof.

SECURITY

Security will be provided during the hours that the exhibits are not open to attendees. Neither ACHA, GES Exhibition Services, nor Philadelphia Marriott Downtown is responsible for loss or damage to exhibitor's equipment and/or products.

SUBLETTING OR SHARING OF SPACE

Exhibiting companies may not share space with any other company, partner, subsidiary, or other organization. Exhibiting companies may not sub-license space to another company, allow other companies to display products or literature, nor reassign or apportion the whole or any part of the assigned space.

USE OF ACHA IDENTITY, PRODUCTS, OR MATERIALS

Exhibitors may not depict, reproduce, or distribute images of American College Health Association (ACHA) products or resources, including ACHA corporate or project names (including the acronym ACHA), logos, cover art, or other proprietary images or information belonging to ACHA in any form. Additionally, the contents of all material on the ACHA website (www.acha.org), including the design and organization, are copyrighted by ACHA unless otherwise indicated. Content may not be reproduced, disseminated, published, or transferred in any form or by any means, except with the prior written permission of ACHA.

STAFFING/REGISTRATION

Exhibit booths must be staffed at all times during show hours. All exhibitor representatives **must** be properly registered for the meeting to receive a name badge and **must** wear the name badge to gain entrance to the Exhibit Hall, including during booth set-up.

Properly registered exhibitors will have been issued complimentary meeting registrations or will have paid the required fees for additional exhibitor representatives. In all instances, exhibitor registrations, whether complimentary or paid, will be issued only to bona fide representatives of the organization that is named on the Exhibitor Contract, whose primary purpose in attending the annual meeting is to represent the exhibiting company in the Exhibit Hall. No registrations will be put in the name of a company other than that of the company named on the Exhibitor Contract.

We agree to abide by the terms, conditions, rules and regulations as printed on both sides of this contract and in the 2010 Exhibiting & Promotional Opportunities brochure. Signature _____ Date _____