



APPLICATION AND CONTRACT FOR EXHIBIT SPACE

The National Association for Home Care & Hospice • 27th Annual Meeting & Exhibition • October 12-15, 2008
Greater Fort Lauderdale/Broward County Convention Center • Fort Lauderdale, Florida

RULES AND REGULATIONS GOVERNING USE OF SPACE BY EXHIBITORS

GENERAL INFORMATION

The information contained in the 2008 Exhibitor Prospectus and Application and Contract for Exhibit Space, and the Formal Notification of Assignment constitute a contract between the National Association for Home Care & Hospice (hereinafter referred to as "NAHC" or "the Association") and the exhibitor for the right to use the space allotted. The following rules are part of the contract. Any point not specifically covered in these rules is subject to the decision of the Association, whose decision shall be final. In the event of fire, strikes, acts of God, or other unavoidable occurrence rendering the exhibit space unfit for use, provisions will be made for the exhibit to be held elsewhere at the discretion of the Association, or a refund of the exhibit booth cost, less 25% for advertising and set-up expenses incurred by the Association, will be made to the exhibitor.

In holding the NAHC Annual Meeting (hereinafter referred to as "Meeting"), the Association does not act as the agent of the exhibitor, the facility, the general show contractor, or any other party. Claims against any party other than the Association are to be submitted directly to the party involved.

The Association shall not in any manner or for any cause be liable or responsible to any exhibitor or any other person for any injury or damage to any person, business, or property in any way related to or arising in connection with the Meeting. Any and all claims for such injuries or damages are hereby

waived and the exhibitor agrees to indemnify and hold harmless the convention facility, the general service contractor, the Association and their directors, officers, employees, and agents (the "Indemnified Parties") against any and all claims, liabilities, losses, and expenses, including reasonable attorney's fees imposed on, incurred by, or asserted against the Indemnified Parties caused by any act or omission of the exhibitor, its agents, or employees, or occurring within the exhibit space leased by the exhibitor or arising in connection with the activities conducted by the exhibitor, its agents, or employees in connection with the NAHC Annual Meeting.

The exhibitor acknowledges that neither NAHC, the convention facility, or the general service contractor maintains insurance covering the exhibitor's property or lost revenue, and it is the sole responsibility of the exhibitor to obtain such insurance. The exhibitor will be responsible for protecting its own property to its full value, either through purchased insurance or self-insurance.

The Association will provide 24-hour security service with guards stationed at entrances and exits in the exhibit hall. At no time will an exhibitor be allowed to carry materials out of the hall without Association permission. Removal forms will be provided by the Association. No storage of exhibit materials will be permitted between or behind booth draping.

All personnel staffing exhibit space must register as exhibitors. Exhibitor badges will be allocated and are required for admittance

to the exhibit hall and all Annual Meeting sessions.

The NAHC Board of Directors has approved a no-smoking policy for all meetings and educational programs held in conjunction with the Meeting. As such, smoking is not allowed in the exhibit hall at any time during Meeting hours or booth installation and dismantling.

ELIGIBILITY & EXHIBIT HALL CONDUCT

In accordance with the educational purpose of the Association's Annual Meeting and in accordance with the Association's Mission Statement, any exhibitor whose proposed exhibit enhances the educational emphasis is eligible to apply for space. The Association reserves the right to reject any application that it judges does not meet these criteria.

Distribution of product/service literature may be made only within the booth space assigned to the exhibitor. Only firms assigned space in the exhibit hall will be allowed to solicit business in the hall. Only customary/descriptive product literature and samples may be distributed to meeting registrants. All promotional items require written approval by the Association prior to distribution. In the assigned booth space, orders may be taken; cash, credit card, and check/money order sales must be approved by the Association. Exhibitors desiring to hold drawings for trips, merchandise, etc., must advise the Association in writing at least 30 days prior to the exhibition. Compliance with all local, state, and federal laws must be indicated. A list of winners must be submitted to the Association within 30 days of the

NAHC Annual Meeting.

Subletting or sharing of exhibit space is not permitted unless it is between divisions of the same company. No exhibitor is permitted to promote products, equipment, or services other than its own. If an article of a non-exhibiting firm or business is required for the operation or display of an exhibitor's wares, identification of such article shall be limited to the usual and regular nameplates, imprinting, or trademarks under which the article is sold in the regular course of business.

All promotional activities must be confined to the limits of rented space and must not impede traffic or interfere with the activity of other exhibitors. Leaving the exhibit unstaffed before the official close of each day is not permitted, and violation of this policy will result in a forfeiture of any exhibitor points accrued during the Meeting in which the violation occurs. Distribution of helium balloons from booths is not permitted. Exhibitors must have written permission from the Association to use helium balloons for booth decoration. The Association may evict exhibitors who, because of noise, conduct of personnel, methods of operation, or for any other reason detract from the general educational character of the Annual Meeting. In this event, the Association will not issue a refund.

Only those companies with contracted space in the Meeting may use a suite or function space for hospitality purposes at the host Convention Center and all other officially designated Annual Meeting hotels. All requests must

be directed to the Association for approval and assignment. Hospitality suites may not be open during official program hours.

Exhibitors planning to use the installation and dismantling (I & D) services of any company other than the official show service contractor must notify the Association at least 30 days prior to the Meeting and provide the service company name, address, phone number, and supervisor in attendance. Exhibitor assumes full responsibility for all acts or omissions of any I & D company providing services to exhibitor. Exhibitor will assure that such I & D companies will fully comply with all terms and conditions of the host convention center Rules and Regulations and will be financially responsible for any noncompliance by I & D companies.

The exhibitor is responsible for knowledge of, and compliance with, all union requirements and fire and safety codes established by the host city and the host convention center. Booth decorations must be flame-proofed and all hangings must clear the floor. Electrical wiring must conform with all federal, state, and municipal requirements. If inspection indicates negligence in compliance with these regulations or that the exhibitor has otherwise incurred a fire hazard, the Association reserves the right to cancel all or such part of the exhibit as may be irregular, at the exhibitor's expense.

Exhibitors shall not deface any part of the exhibit facility. Damages in this regard by the exhibitor, its employees, representatives, or agents to the exhibit hall will be borne by the exhibitor. Nothing will be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture, or other property of the host convention center.

Exhibitor agrees that the person signing the Application and Contract for Exhibit Space as the

“Authorized Signature” represents that he or she has the authorization to bind the exhibitor's corporation or partnership to all terms and conditions set forth in the 2006 Exhibitor Prospectus and the Application and Contract for Exhibit Space.

BOOTH ASSIGNMENTS

Booth assignments for previous exhibitors will be made in accordance with an on-site Priority Point Space Reservation system in conjunction with a point system as determined by the Association. Points are accrued based on the following: (a) the number of 10-foot booths purchased over the history of the NAHC Annual Meeting for which records are available, (b) the number of tabletop exhibits purchased over the history of all other NAHC Conferences and Region/Specialty Meetings for which records are available, (c) Associate Membership in the Association, (d) Sponsorship of Annual Meeting functions, and (e) affinity relationships with NAHC.

Point totals are calculated for activities under (a)-(e) through October 10, 2008. A combination of point totals for two or more previous exhibitors shall occur only where a merger or acquisition has been finalized prior to September 26, 2008, with adequate proof of the merger or acquisition provided to NAHC by October 3, 2008.

Booth assignments for first-time exhibiting companies will be made based on the date of Application and Contract for Exhibit Space receipt, preferred location, and the specifications outlined on the contract form. For contracts received on the same date, preference will be given based on the following in order of importance: (a) Associate Membership in NAHC, (b) advertising in NAHC publications, and (c) sponsorship of events and activities during the NAHC Annual Meeting

and HOMECARE Exhibition. The Association reserves complete authority regarding assignment of space. Every effort will be made to ensure assignment of the best available space to exhibitors. The Association reserves complete authority to change the floorplan layout or the position of booths at any time.

BOOTH DEPOSIT & CANCELLATION POLICY

Booth deposit and cancellation must be made according to dates and terms of exhibitor's Application & Contract for Exhibit Space. By August 8, 2008, full payment of exhibit space cost is required. Companies may still come on board as exhibitors after August 8, 2008; however, exposure in the Final Program and Official Show Guide cannot be guaranteed.

NAHC requires that delinquent balances for any service provided by NAHC be paid in full prior to set up of exhibition space.

Signed faxes indicating date and time of transmittal are acceptable in lieu of a postmarked letter for purposes of booth cancellation. Also, emails are acceptable with acknowledgement and approval.

BOOTH SPECIFICATIONS

All furniture and accessories, electrical requirements, booth carpeting, and booth cleaning are the responsibility of the exhibitor. **Booth carpeting is required.**

The back wall height of standard in-line booths may not exceed eight feet, and no part of the exhibit or equipment may exceed a height of four feet in the front half of the booth. Peninsula booths are restricted to a height of 10 feet including the identification sign. Island booths are restricted to a height of 20 feet including the identifi-

cation sign. No exhibit is permitted to obstruct the view of adjacent booths. The Association reserves the right to direct revision, at the exhibitor's expense, of any exhibit that does not comply with these regulations. Refer to the “Guidelines for U.S. Healthcare Conventions” developed by the Healthcare Convention Exhibitors Association for a detailed interpretation of any questions that may arise.

IMPORTANT DATES & TIMES*

- Exhibitors may begin installing exhibits on Friday, October 10, 2008, at 8:00am–5:00pm and Saturday, October 11, 2008 from 8:00am–5:00pm. Installation continues on Sunday, October 12, 2008 from 8:00am–3:00pm.
- All prefabricated exhibits must be removed from their crates and labeled for removal and storage by the decorator by 12:00noon on Sunday, October 12, 2008.
- Noncompliance in this regard may result in additional supervision and labor charges from the decorator at the prevailing hourly rate.
- Exhibitors may continue exhibit installation until 3:00pm on Sunday, October 12, 2008, at which time all displays must be completed. Exhibitors shall install their exhibit in such a manner as to not cause damage to any other exhibits or booths or to the building. Any such damage so caused by the exhibitor shall be paid for by the exhibitor.
- The official closing time for exhibits is 2:00pm on Tuesday, October 14, 2008. No packaging of equipment or materials may begin until that time.
- All exhibits must be removed by 12:00 noon, Wednesday, October 15, 2008.

***All dates and times are subject to change.**



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1. Exhibitor Information

Company/Organization _____
 Address _____
 City _____ State _____ Zip _____
 Contact _____ Title _____
 Phone (____) _____ Fax (____) _____
 Web Site Address _____ E-mail Address _____
 NAHC Member? No Yes ID # _____
 Confirmation letters, invoices, housing/registration forms, service kit, and all other materials will be sent to the contact name listed above.
 Type or Products/Services _____

2. Booth Selection and Cost

Review the floor plan carefully and select five locations in the area provided below. Two or more contiguous spaces may be selected.

Selection 1 Exhibit Space # _____ Size _____ X _____ Cost \$ _____
 Selection 2 Exhibit Space # _____ Size _____ X _____ Cost \$ _____
 Selection 3 Exhibit Space # _____ Size _____ X _____ Cost \$ _____
 Selection 4 Exhibit Space # _____ Size _____ X _____ Cost \$ _____

| Booth Rates | Member | Nonmember | Allied |
|---|---------|-----------|---------|
| Regular (10 x 10) | \$2,250 | \$2,550 | \$1,125 |
| Corner (10 x 10) | \$2,350 | \$2,650 | \$1,175 |
| Two or more booths are priced by adding the prices of each booth being purchased. | | | |
| *Early Bird Registration Rates Expired: 12-31-2007 | | | |

We prefer NOT to exhibit next to the following companies: _____

3. Authorization, and Payment Method

The National Association for Home Care & Hospice (NAHC) is hereby requested and authorized to reserve space for our use during its 27th Annual Meeting and Homecare & Hospice Exhibition to be held at the 2008 NAHC Annual Meeting. It is understood and agreed that space for previous exhibitors will be assigned on the basis of a priority point system, and that NAHC management reserves the right to assign exhibitors to the best alternate space in the event that all of the first five choices are already reserved, and to make reasonable shifts in location for the benefit of the exhibitor or the betterment of the Exposition.

Exhibitor agrees to include with a completed Application and Contract for Exhibit Space: payment of 25% of the total booth cost on or before December 31, 2007; payment of 50% of the total booth cost on or before April 7, 2008; payment of 75% of the total booth cost on or before June 9, 2008.

Exhibitor further agrees that any space not paid in accordance with the payment percentages and schedule dates set out above is subject to cancellation, reassignment, and exceptions at the sole discretion of NAHC. All cancellations by the Exhibitor must be submitted, in writing, to: National Association for Home Care & Hospice, Exhibition Department, 228 Seventh Street, SE, Washington, DC 20003. **Nonpayment is not considered to be a valid cancellation.**

Exhibitor agrees that the cost of and amount payable due for booth space that is cancelled by the Exhibitor is as follows: A.) zero (0) percent of the "total booth cost" if cancelled in writing on or before December 31, 2007; B.) twenty-five (25) percent of the "total booth cost" if cancelled in writing on or before April 7, 2008; C.) fifty (50) percent of the "total booth cost" if cancelled on or before June 9, 2008; D.) seventy-five (75) percent if cancelled on or before August 8, 2008; and E.) one hundred (100) percent of the "total booth cost" if cancelled thereafter.

Exhibitor agrees that in the event that the Exhibitor cancels the booth space, the Exhibitor is not entitled to reduction of the payment obligation set out above in the event that NAHC reassigns or resells the booth space to another party. Exhibitor shall be entitled to a refund of any amount paid in excess of the payment obligation set out above.

The "total booth cost" may reflect a discount on the rate based on the Exhibitor's membership in NAHC. If the Exhibitor is contracting for booth space based on the NAHC membership rate, that membership must be active for the year 2008 to obtain the discounted membership rate. In the event that the Exhibitor is not an active NAHC member in 2008, Exhibitor agrees to the appropriate adjustment in the "total booth cost" to the non-member rate.

Exhibitor agrees that the "Rules and Regulations Governing Use of Exhibit Space" in Attachment A are part of this contract. The Exhibitor expressly acknowledges receipt, review, and accepts the terms and condition set forth therein as part of this contract.

| | | |
|---|---|---|
| Company/Organization Authorized Signature _____ | Total booth cost _____ | |
| Title _____ Date _____ | Booth Payment _____ | <input type="checkbox"/> Visa |
| Card Number _____ | Exp. Date _____ | <input type="checkbox"/> MasterCard |
| Cardholder's name as it appears on the card _____ | Cardholder's Authorized Signature _____ | <input type="checkbox"/> American Express |
| | | <input type="checkbox"/> Discover |

| For NAHC Use Only | | | | | | | |
|--|-----------------------------------|-------------------------------|-------------------------------|--|--|--|--|
| Assignment of exhibit space # _____ is made on (date) _____. | Exhibit space size _____ x _____, | Number of Corners _____ | | | | | |
| Total rental fee | \$ _____ | Balance Due | \$ _____ | | | | |
| 25% Deposit -Dec. 31, 2007 | \$ _____ Date _____ Ck# _____ | June 9, 2008 Payment (75%) | \$ _____ Date _____ Ck# _____ | | | | |
| Balance Due | \$ _____ | Balance Due | \$ _____ | | | | |
| April 7, 2008 Payment (50%) | \$ _____ Date _____ Ck# _____ | August 8, 2008 Payment (100%) | \$ _____ Date _____ Ck# _____ | | | | |

Make checks payable and send payment to: National Association for Home Care & Hospice, 228 Seventh Street SE, Washington, DC 20003-4306
 Please return yellow copy of contract with your payment. The pink copy of contract is for your records.