



APPLICATION AND CONTRACT FOR EXHIBIT SPACE

The National Association for Home Care & Hospice • 24th Annual Meeting & HOMECAREExpo • October 23–26, 2005
Washington State Convention & Trade Center • Seattle, Washington

RULES AND REGULATIONS GOVERNING USE OF SPACE BY EXHIBITORS

GENERAL INFORMATION

The information contained in the 2005 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 HOMECAREExpo, 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 HOMECAREExpo. 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 HOMECAREExpo.

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 pro-

grams held in conjunction with the HOMECAREExpo. As such, smoking is not allowed in the exhibit hall at any time during HOMECAREExpo 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 HOMECAREExpo.

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 HOMECAREExpo 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 and HOMECAREExpo. In this event, the Association will not issue a refund.

Only those companies with contracted space in the HOMECAREExpo 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 HOME-CAREExpo 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 2005 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 HOMECAREExpo 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, and (c) Associate Membership in the Association, and (d) Sponsorship of Annual Meeting functions.

Point totals are calculated for activities under (a)-(d) through October 10, 2005. 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, 2005, with adequate proof of the merger or acquisition provided to NAHC by October 10, 2005.

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 HOMECAREExpo. 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, 2005, full payment of exhibit space cost is required. Companies may still come on board as exhibitors after August 8, 2005; however, exposure in the Final Program and Official Show Guide cannot be guaranteed. Exhibitors submitting signed contracts without appropriate deposit, via fax or mail, are nonetheless held liable per terms outlined in the Application and Contract for Exhibit Space, and the 2005 Exhibitor Prospectus.

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

Any exhibitor wishing to cancel space must do so in writing post-marked by August 8, 2005, to avoid incurring a penalty equal to 100% of the exhibit space cost. Exhibitors cancelling in written form post-marked by April 4, 2005, will incur a penalty equalling 25% of the total exhibit space cost. Cancellations from April 5, 2005, through June 6, 2005, will result in a penalty equalling 50% of the total exhibit space cost. Cancellations from June 7, 2005 until August 8, 2005 will result in a penalty equalling 75% of the total exhibit space cost. No refunds will be made for cancellations on or after August 8, 2005, and the exhibitor will be held liable for the total exhibit space cost. Signed faxes indicating date and time of transmittal are acceptable in lieu of a postmarked letter for purposes of booth cancellation. Under all circumstances the Association retains the right to resell any exhibit space cancelled by the exhibitor.

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 identification 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 21, 2005, at 8:00am-5:00pm. Saturday, October 22, 2005 at 8:00am-5:00pm.
- All prefabricated exhibits must be removed from their crates and labeled for removal and storage by the decorator by 12:00noon on Sunday, October 23, 2005.
- 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 23, 2005, 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 25, 2005. No packaging of equipment or materials may begin until that time.
- All exhibits must be removed by 12:00 noon, Wednesday, October 26, 2005.

**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)	\$2,150	\$2,450	\$1,025
Corner (10 x 10)	\$2,250	\$2,550	\$1,075

Two or more booths are priced by adding the prices of each booth being purchased.
 *Early Bird Registration Rates Expired 12-31-2004.

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 24th Annual Meeting and HOMECAREExpo to be held at the 2005 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 HOMECAREExpo.

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, 2004; payment of 50% of the total booth cost on or before April 4, 2005; payment of 75% of the total booth cost on or before June 6, 2005. We understand that full payment is due by August 8, 2005. We further understand that any space not paid in full by the deadlines stated above, may be reassigned by the Association management. We further agree to abide by the terms and conditions as set forth throughout the exhibitor rules and regulations as stated on the reverse, and that when signed by an authorized agent of the exhibitor this application becomes a contract.

If the exhibitor is registering for the 2005 Annual Meeting and HOMECAREExpo as an Association member, that membership must be active for the year 2005 to obtain the member discount. To be valid, cancellations of booth space must be submitted in writing to: National Association for Home Care & Hospice Exhibition Department, 228 Seventh Street, SE, Washington, DC 20003.

This agreement is subject to the conditions set out on the reverse side of this form. The exhibitor expressly acknowledges receipt and review of those conditions and expressly agrees to those conditions as part of this agreement.

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

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, 2004	\$ _____ Date _____ Ck# _____	June 6, 2005 Payment (75%)	\$ _____ Date _____ Ck# _____
Balance Due	\$ _____	Balance Due	\$ _____
April 4, 2005 Payment (50%)	\$ _____ Date _____ Ck# _____	August 8, 2005 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.

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