

ALLIANCE EXPERIENCE CONTRACT RULES AND REGULATIONS

This Application and Contract to participate in the Alliance Experience (“Event”), including Virtual Alliance Annual Conference (“Virtual Conference”) over January 12 – 15, 2021 and Alliance Connect, taking place at Gaylord Palms Resort & Convention Center (“Facility”) over July 13-16, 2021 including but not limited to move-in and move out dates (“Event Dates”) shall become effective when it has been submitted by the exhibiting company and accepted by the Alliance for Continuing Education in the Health Professions (“Alliance”). The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by Alliance, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between Alliance and exhibiting company (“Exhibitor”).

1. ELIGIBILITY CRITERIA FOR EXHIBITORS (Including Products Eligible for Exhibit Space)

The Alliance Experience Events are designed to provide a showcase of products and services either specifically designed for, or customarily used in, the continuing education fields. Alliance reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of Alliance, likely to be compatible with the general character and objectives of the Exhibition. In the event that an exhibitor is evicted for violating these restrictions, Alliance is not liable for any refunds, rental or other exhibition expenses.

2. BOOTH RENTAL FEE

Individual Event Booth Only Options

- Virtual Exhibit \$1,500.00
- In-person Exhibit (10x10) \$3,500.00
- In-Person Exhibit (10x20) \$6,500.00

Bundle Options (Alliance Experience)

- Virtual & In-Person (10x10) \$4,500.00
- Virtual & In-Person (10x20) \$7,500.00

For purposes of this Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the “Exhibit Booth Fee.”

3. ASSIGNMENT OF SPACE

For all Contracts received on or March 31, 2021, space is assigned via online space selection based on priority points.

Priority points will be totaled based on the last three years of participation (i.e. 2020, 2019, and 2018) to arrive at a cumulative point total for square footage and sponsorship contributions to Alliance’s top line for each exhibitor to determine priority placement in the assignment process. After each conference, the three-year period will change, moving forward by one year. For example, in 2021, determination of points will be made by reviewing square footage and sponsorship contributions in 2018, 2019, and 2020.

Exhibit space points are calculated on the basis of five (5) point for every 100 square feet, plus one (1) point for every \$1,000 in sponsorship dollars toward Alliance’s top line during a three-year period (this includes the Annual Conference, and AIS) . Points are not awarded for “projected” exhibit space or sponsorship dollars, only for that which has been actually used and for which payment has been made in full. No points will be awarded for prior years’ exhibit space for which any balance is due to Alliance, or for exhibit cancellations or no-shows. Points may be deducted at Alliance’s discretion for violation of the official Exhibit Rules and Regulations.

The total points will determine the order of space assignment. Space will be assigned in the following order:



- ➔ 1st: Alliance Sponsors in order of sponsorship level and then point order
- ➔ 2nd: Non-Sponsoring Exhibitors

NOTE: Within each priority category, booths will be assigned starting with the company with the greatest number of priority points and working toward the company that has the least number of priority points. **Companies that have an equal number of priority points will be assigned based on the date that the contract is received by Alliance.** Exhibitors may not, for any reason, assign or transfer their points for use by any other entity. Exhibitors who do not exhibit or sponsor for two consecutive years will forfeit their cumulative points.

For all Contracts received on or after April 15, 2021, space will be assigned on a first-come, first-served basis starting the week after the online space selection is complete.

If an Exhibitor is acquired by another exhibitor after their initial space selection, the acquired exhibitor can move to the acquiring exhibitor's booth without any financial liability. Alternatively, the acquired exhibitor may retain its contracted space to exhibit its own products and also may display the company name of the acquiring exhibitor but not the acquiring exhibitor's products.

Exhibitor should frequently review its space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. Alliance anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

Alliance reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

4. PAYMENTS, CANCELLATIONS & REFUNDS

For Virtual Alliance Annual Conference, Exhibitor must remit a 100 percent of the total Exhibit Booth Fee within 30 days the submission of this Contract. A Contract submitted on or after December 18, 2020 must be accompanied by full payment of the Exhibit Booth Fee at the time of submission.

For Alliance Connect, Exhibitor must remit a 100 percent of the total Exhibit Booth Fee within 30 days the submission of this Contract. A Contract submitted on or after May 31, 2021 must be accompanied by full payment of the Exhibit Booth Fee at the time of submission.

A Contract will not be processed, nor space assigned, without the required Exhibit Booth Fee payments. Credit card payments can be made online using American Express, MasterCard or Visa. Checks must be payable to Alliance and can be remitted to the following address via the U.S. Postal Service:

Alliance for CEhp
8674 Solution Center
Chicago, IL 60677-8006

For ACH/wire payments, please email exhibits@acehp.org for remittance instructions.

Alliance reserves the right to hold or revoke Exhibitor registration access for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

COVID-19 – If for any reason beyond Alliance's control Alliance Connect must be cancelled, shortened, delayed or otherwise altered or changed, Alliance will automatically transfer Exhibitor into the altered event for the same booth and sponsorship type. If the booth or sponsorship type is sold at a lower cost, Exhibitor understands that it may reallocate any monies for Alliance Connect to other marketing opportunities in 2021 or transfer these funds to the 2022 Alliance Annual Conference.



5. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

VIRTUAL ALLIANCE ANNUAL CONFERENCE:

Cancellation of any exhibit space must be directed via email to exhibits@acehp.org, provided that the cancelling Exhibitor obtains confirmation of Alliance's receipt of the email on or before the cancellation deadline.

For cancellations of space received by December 18, 2020, Exhibitor is responsible for, and Alliance shall be entitled to retain, 25 percent of the total Exhibit Booth Fee as a cancellation fee.

Full payment is required and no refunds whatsoever will be made on cancellations on or after December 18, 2020. Should an Exhibitor cancel even partial space on or after December 18, 2020, the Exhibitor is responsible for the full Exhibit Booth Fee for the originally contracted exhibit space.

Notwithstanding the foregoing, Exhibitor will have no right to cancel subsequent to Alliance cancellation pursuant to Section 6.

ALLIANCE CONNECT:

Cancellation of any exhibit space must be directed via email to exhibits@acehp.org, provided that the cancelling Exhibitor obtains confirmation of Alliance's receipt of the email on or before the cancellation deadline. For cancellations of space received between November 1, 2020 and April 30, 2021, Exhibitor is responsible for, and Alliance shall be entitled to retain, 25 percent of the total Exhibit Booth Fee as a cancellation fee. Should an Exhibitor cancel a portion of its space between November 1, 2020 and April 30, 2021, Exhibitor is responsible for, and Alliance shall be entitled to retain, <50> percent of the total Exhibit Booth Fee as a cancellation fee.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space on or after April 30, 2021. Should an Exhibitor cancel even partial space on or after this date, the Exhibitor is responsible for the full Exhibit Booth Fee for the originally contracted exhibit space.

Notwithstanding the foregoing, Exhibitor will have no right to cancel all or any portion of assigned exhibit space or this Contract subsequent to Alliance's cancellation of the Event pursuant to Section 6.

6. CANCELLATION OR CHANGES TO ALLIANCE EXPERIENCE BY ALLIANCE

If for any reason beyond Alliance's control Alliance determines that Virtual Alliance Annual Conference must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that Alliance shall not refund any amounts Exhibitor paid towards the Exhibit Booth Fee and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of Alliance or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to Alliance for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

If for any reason beyond Alliance's control Alliance determines that Alliance Connect must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that Alliance shall refund partial amounts Exhibitor paid towards the Exhibit Booth Fee. Alliance will maintain the amount of \$1,500 for each booth contract. All losses and damages that it may suffer as a consequence thereof are its responsibility and not that of Alliance or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to Alliance for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by Alliance to be an Exhibitor in the Event, agrees to indemnify, defend and hold harmless Alliance, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside Alliance's control. The terms of this provision shall survive the termination or expiration of this Contract.



7. ELIGIBILITY TO EXHIBIT

Alliance reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of Alliance, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should Alliance determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), Alliance may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor.

8. SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of Alliance Experience, Virtual Alliance Annual Conference, or Alliance Connect as determined by Alliance in its sole discretion.

9. PROMOTIONAL ACTIVITIES

Further, Exhibitor shall not engage in any promotional activities which Alliance determines to be outside the purpose and/or character of the Alliance Experience, Virtual Alliance Annual Conference, or Alliance Connect as determined by Alliance in its sole discretion.

10. RETAIL SALES

No retail sales, where payment is received and product delivered, are permitted in the exhibit hall of the Event ("Exhibit Hall") at any time. Payment and/or orders may be taken for future delivery.

11. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to Alliance that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify Alliance of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold Alliance, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, Alliance, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

12. USE OF ALLIANCE NAME

Alliance, Alliance Experience, Virtual Alliance Annual Conference, Alliance Connect, and Event logo are registered trademarks owned by the Alliance. Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at the Show. Participation in the Event does not imply endorsement or approval by Alliance of any product, service or participant and none shall be claimed by any participant. Alliance will provide marketing materials approved to be used by the Exhibitor for the Show.

13. SET-UP TIME

VIRTUAL ALLIANCE ANNUAL CONFERENCE:

Set-up of exhibit page begins online December 16, 2021. If an exhibit page is not set-up by 5:00 pm on January 3, 2021, Alliance reserves the right to remove such space from the virtual platform. Alliance reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes. No refund will be made to the original contracting Exhibitor with respect to Alliance's election of any rights under this Section 13.



ALLIANCE CONNECT:

Set-up of exhibits begins in the Facility at 8:00 ET, July 14, 2021. If an exhibit is not set-up by 5:00 pm ET, July 14, 2021 Alliance reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. Alliance reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. Alliance reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes. No refund will be made to the original contracting Exhibitor with respect to Alliance's election of any rights under this Section 13.

14. DISMANTLING OF EXHIBITS (ALLIANCE CONNECT ONLY)

Exhibits are to be kept intact until the closing of the Exhibit Hall on Friday, July 16, 2021 at 4:30 pm ET. No part of an exhibit shall be removed during the Show Hours without special permission from Alliance. Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall may lose part or all of its priority points and may entirely lose the privilege of exhibiting at future Alliance events.

All freight must be removed from Facility by Friday, July 16, 2021 at 8:00 pm ET. If exhibits are not removed by this time, Alliance reserves the right to remove exhibits and charge the expense to Exhibitor and Alliance shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

15. BADGES

VIRTUAL ALLIANCE ANNUAL CONFERENCE

Exhibitors are provided (2) complimentary Exhibitor badges per virtual booth. There is an opportunity to purchase an additional booth pass in registration.

ALLIANCE CONNECT

Exhibitor will be provided (3) complimentary Exhibitor Full Conference badges per (100) sq. ft. of exhibit space purchased. Exhibitor badges are for Exhibitor's full and part time employees or contractors. Exhibitor badges and Exhibitor Full Conference badges allow access to the Exhibit Hall during the live show hours and move-in and out.

Event attendees do not have access to the Exhibit Hall until Wednesday, July 14, 2021 at 6:00 pm ET. Should Exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the discretion of Alliance, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future Alliance events. Alliance reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

16. MINIMUM AGE FOR ADMISSION (ALLIANCE CONNECT ONLY)

Children under the age of 18 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of 18 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

17. EXHIBITOR LIABILITY

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither Alliance, its directors, officers, employees, agents, subcontractors, nor SmithBucklin, (collectively "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

18. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold Show Management, Alliance, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of



Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or Alliance is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR ALLIANCE BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

19. INSURANCE (ALLIANCE CONNECT ONLY)

Exhibitor is required to maintain and to provide a certificate of insurance to Show Management on or before <DATE> evidencing the following:

- (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- (c) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$5,000,000
- (f) Personal property and equipment on a special form replacement cost basis

Alliance, SmithBucklin Corporation and the Gaylord Palms Resort & Convention Center, are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Exhibitor will not be permitted to set up its booth prior to submitting the proper certificates. Certificates should be sent to: exhibits@acehp.org.

20. USE OF SPACE — GENERAL

- (a) Exhibitor is not permitted to display or distribute literature or any promotion items and links outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility, meeting rooms, virtual session chats, and events is strictly prohibited. Alliance also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at the Alliance Experience.
- (b) Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- (c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- (d) Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.
- (e) Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved with Alliance. Details should be submitted to Show Management via email to exhibits@acehp.org at least 10 business days prior to the start of the Event. Alliance reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.
- (f) Alliance allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of Alliance. During Alliance Connect, Exhibitor must abide by all Kissimmee, FL statutes and regulations regarding drawings, games of chance and raffles.
- (g) No animals are permitted in the Facility other than service animals.



- (h) ALLIANCE CONNECT ONLY: Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in April 2021. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.
- (i) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV 950 Pennsylvania Avenue, NW Washington, D.C. 20530 USA phone: +1.800.514.0301 (voice) +1.800.514.0383 (TTY), website: www.ada.gov

- (j) ALLIANCE CONNECT ONLY: Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Show Hours. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.
- (k) ALLIANCE CONNECT ONLY: Gaylord Palms Resort & Convention Center is the only official housing vendor for the Event and other companies may not provide the prices, service and reliability available from Gaylord Palms Resort & Convention Center. If you are contacted by ANY company except Gaylord Palms Resort & Convention Center about hotel reservations for Alliance Connect, please inform Show Management at exhibits@acehp.org. To contact Gaylord Palms Resort & Convention Center directly, please call (407) 586-0000. Alliance shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.
- (l) All booth personnel must be properly and modestly clothed.
- (m) ALLIANCE CONNECT ONLY: Exhibitor is permitted to serve food and non-alcoholic beverages in its booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender but all beverages and food must be ordered through the Facility's caterer.
- (n) ALLIANCE CONNECT ONLY: Exhibitor is permitted to provide alcoholic beverages in its booth during the official Exhibit Hall Receptions (time and date to be released in February 2021). Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and must be ordered through the Facility's caterer.
- (o) ALLIANCE CONNECT ONLY: Gaylord Palms Resort & Convention Center ("Caterer"), the official in-house caterer and at the Facility is the exclusive provider of food and/or beverage items at the Facility. If requested, Caterer will allow Exhibitor to bring its own food and/or beverage into the Facility for the sole purpose of equipment demonstration, provided the Exhibitor has signed and submitted Caterer sampling and waiver of liability form which can be found in the Exhibitor Services Manual or by emailing exhibits@acehp.org. If Caterer is required to handle, store, refrigerate, transport, deliver, prepare, or service any of the demonstration food and beverage product brought in by the Exhibitor, charges will apply. Only food and/or beverages used for Exhibitor's equipment demonstration will be permitted.
- (p) ALLIANCE CONNECT ONLY: All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual.



- (q) ALLIANCE CONNECT ONLY: Exhibitor, at Alliance's sole discretion, is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the Alliance, its employees and contractors may take photographs/videos, which could include images of Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the Alliance and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that Alliance is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have relating to or arising from the images or their use.
- (r) VIRTUAL ALLIANCE ANNUAL CONFERENCE ONLY: The Exhibitor acknowledges and agrees that the Alliance, its employees and contractors may take photographs/video recordings of the Show which could include images of the Exhibitor, its name and logo, its representatives and its exhibits while attending the Show. The Exhibitor hereby consents to and grants to the Alliance and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that Alliance is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its representatives may have relating to or arising from the images or their use.
- (s) ALLIANCE CONNECT ONLY: Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- (t) ALLIANCE CONNECT ONLY: Hanging signs are permitted in all peninsulas, modified peninsulas, split islands and island booths to a maximum height of (16') (4.88m) to the top of the sign. Hanging signs are NOT permitted in inline or perimeter booths.
- (u) ALLIANCE CONNECT ONLY: All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in all peninsulas, modified peninsulas, split islands and island booths.
- (v) ALLIANCE CONNECT ONLY: All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in all perimeter booths. All exhibit fixtures and booth structures are permitted to a maximum height of (16') (4.88m) in all peninsulas, modified peninsulas, split islands and island booths. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Services Manual.
- (w) ALLIANCE CONNECT ONLY: If Exhibitor occupies an Island, Split Island, Peninsula or Modified Peninsula space, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by June 1, 2021. If Exhibitor received a written booth violation notice at the Event in 2020, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by June 1, 2021. Floor plans should be submitted via email to exhibits@acehp.org.
- (x) ALLIANCE CONNECT ONLY: Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

21. USE OF SPACE — LIGHTS/AUDIO/VEHICLES ETC. (ALLIANCE CONNECT ONLY)

- (a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- (b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.



- (c) No strobe light effects are permitted.
- (d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- (e) Loud speakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- (f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approval by June 1, 2021.
- (g) Vehicles may not be displayed without prior written approval from Alliance and the Public Safety Department of the Facility.

22. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA (ALLIANCE CONNECT ONLY)

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show Hours or any function sponsored in connect with the Event without prior notice to and approval by Alliance.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by Alliance.

23. HOTEL ROOMS, SUITES & MEETING ROOMS (ALLIANCE CONNECT ONLY)

Alliance reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the Alliance housing block. These controls have already been set up with each property. The Meeting/ Function Space Application is included In the Exhibitor Console to submit requests for function space, including meeting and hospitality rooms. You also may submit your application for meeting space online in the "For Exhibitors" section of the website. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Show Hours. No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of Alliance Experience are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with Alliance.

24. ATTENDEE LISTS

Attendee lists from the Event are distributed only to exhibiting companies, other official partners and attendees. Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of Alliance. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold Alliance, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

25. FIRE REGULATIONS (ALLIANCE CONNECT ONLY)

- (a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Kissimmee, FL Fire Prevention Division.



- (b) If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Kissimmee, FL Fire Prevention Division and from Alliance. A heat producing device form to request approval from the Kissimmee, FL Fire Prevention Division is included in the Exhibitor Services Manual.
- (c) A complete list of all fire regulations is included in the Exhibitor Services Manual. The Kissimmee, FL Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

26. LABOR RELATIONS (ALLIANCE CONNECT ONLY)

- (a) Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from the local union. Any labor services that may be required beyond what Exhibitor's regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through <Contractor Name>. Proof of full-time employment status may be requested by the Union Steward of any personnel working in Exhibitor's booth.
- (b) If Exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, Exhibitor must register their EAC no later than June 1, 2021. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with Alliance in order for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to wear both a Facility Access Credential and individual Event credential at all times.
- (c) Exhibitor may hand carry its own materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. The General Service Contractor controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor. A dock is provided for use by privately operated vehicles.

27. EXHIBITOR SERVICES MANUAL (ALLIANCE CONNECT ONLY)

In April 2021, the General Service Contractor will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show Hours and dismantle.

28. WARRANTIES (ALLIANCE CONNECT ONLY)

Alliance makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, Alliance, or their respective employees, agents or contractors.

29. AMENDMENTS/ INTERPRETATION

Alliance reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Exhibitor. Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. Alliance reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitor, in the sole interpretation of Alliance shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of Alliance.

30. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or Alliance. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.



This Contract will be binding on the Exhibitor's heirs, successors and assigns.

31. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, ALLIANCE EXPERIENCE, ALLIANCE , THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "ALLIANCE PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE ALLIANCE PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT ALLIANCE PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE ALLIANCE PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY ALLIANCE PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.