

2012 Accreditation & Quality Summit “Making Your Kingdom Magical” Partner / Vendor Terms & Conditions

<p>1. Application and Eligibility. Application for exhibit space must be made on the registration form provided by the Center for Improvement in Healthcare Quality (hereinafter CIHQ), contain the information as requested, and be executed by an individual who has authority to act for the applicant. This exhibition is designed for the display and demonstration of products and services relating to the practice and advancement of the art and science of healthcare quality and the professional education of those individuals attending the CIHQ's 2012 Accreditation & Quality Summit. CIHQ shall determine the eligibility of any company, product, or service. CIHQ may reject the application of any company whose display of goods or services is not compatible, in the sole opinion of CIHQ, with the educational character and objectives of the exhibition. In the event an application is not accepted, any paid space rental fees or deposits will be returned.</p> <p>2. Exhibit Price. The prices for each partnership level are as follows: Free for CIHQ partner organization, \$280 for basic package; \$400 for deluxe package.</p> <p>3. Payment Dates. No exhibits or promotional services will be reserved until CIHQ receives full payment of the total fee, along with a signed contract (registration form). If full payment is not received by April 27, 2012, CIHQ will have the right to resell the assigned exhibit space. The exhibitor expressly understands and agrees that all amounts paid hereunder will be applied first to any outstanding obligations due CIHQ by the exhibitor, and then to the amounts due in accordance with this paragraph hereof, that any resulting arrearages must be paid within the time limits specified herein, and that CIHQ will have the right to cancel this agreement if the exhibitor is or becomes in arrears with respect to any outstanding obligation due.</p> <p>4. Cancellation of Exhibitor Space. In the event that the exhibitor notifies CIHQ of the exhibitor's intent to repudiate the contract after acceptance but prior to April 27, 2012, a full refund of monies received, minus a \$100 administrative fee, will be made. No refunds will be made or cancellations accepted after April 27, 2012. If for any cause beyond the control of CIHQ—such as, but not limited to, the destruction of the exhibit facilities by an act of God, the public enemy, authority of the law, fire, or other force majeure—CIHQ is unable to comply with the terms of this contract and deliver the space allotted hereunder, this contract shall be considered terminated and any payments made hereunder by the exhibitor shall be refunded to the exhibitor, less expenses incurred by CIHQ to the date of the termination allocable to the exhibitor after proration thereof among all exhibitors.</p> <p>5. Assignment of Exhibitor Space. Space will be assigned according to the date on which the contract and payment in full are received, the partnership level, availability of the area, the amount of space requested, special needs, and compatibility of the exhibitor's products with CIHQ's aims and purposes. CIHQ reserves the right to assign space and the right to rearrange the floor plan and/or relocate any exhibit.</p> <p>6. Exhibit Displays. Exhibit displays must not project so as to obstruct the view of the adjacent booths. In the rear 4 ft. of all booths, display material or equipment may be placed to a height not exceeding 8 ft. In the remainder of the booth, all display material or equipment shall not exceed 42 in. in height.</p> <p>7. Conduct of Exhibits. The advertisement or display of goods or services other than those manufactured, or sold by the exhibitor in the regular course of business and identified in this contract is prohibited. An exhibitor may not assign, sublet, or apportion all or any part of the contracted booth space, nor may an exhibitor permit the display, promotion, sales, or marketing of non-exhibitor products or services. Interviews, demonstrations, and distribution of literature or samples must be made within the booth area assigned to the exhibitor. Canvassing or distributing of advertising outside the exhibitor's own booth will not be permitted. There is no restriction on selling on the exhibit floor provided that sales transactions may be conducted only within the exhibitor's own booth. Exhibitors are responsible to the Internal Revenue Service for the collection and submission of the applicable state and local sales taxes for sales that occur on the exhibit floor. Exhibitors may not serve or dispense food or beverages of any type from their booths or in the exhibit area without consent of the CIHQ. Helium balloons are not allowed in the exhibit facility. No part of the display, including products, is permitted outside the exhibit space. Products and furnishings should be arranged with the safety of the exhibitors and attendees in mind. CIHQ reserves the right to restrict the operation of, or evict completely, any exhibit which, in the sole opinion of CIHQ, detracts from the general character of the exhibition as a whole. This applies to displays, literature, advertising novelties, souvenirs, conduct of persons, etc. No exhibits will be permitted which interfere with the use of, or impede access to, other exhibits or impede free use of the aisle.</p> <p>8. Installation/Dismantling. Installation. All exhibits must be set up by 12 noon on Wednesday, June 6, 2012, without exception. Assembly of exhibits during regularly scheduled exhibit hours will not be permitted. At 1 pm, an inspection will be made, and exhibits that obviously are not being worked on and have no representative present will be deemed to have been abandoned. Exhibitor may not be permitted to set up their exhibit, and may, at the sole discretion of CIHQ forfeit all monies paid. Exhibit aisles must be clear by 1 pm. Dismantling. The official closing time of the exhibits is 1:30 pm on June 7, 2012. All exhibit material must be packed and ready for removal from the exhibit area no later than 5 pm on June 7, 2012. No packing of equipment or literature or dismantling of the exhibits is permitted <u>until closing time</u>. Any exhibitor violating this regulation will be fined \$100 and may be denied exhibit space at any future CIHQ conferences.</p> <p>9. Additional Exhibitor Services. Other services are available to exhibitors at normal charges through the Doubletree Hotel Anaheim / Orange County or designee. Exhibitors will be responsible for procuring additional services from the Resort or designee, and will be responsible for all payment for these services to the Resort or designee.</p> <p>10. Contractor and Labor Coordination. The Doubletree Hotel Anaheim / Orange County or designee will have control of all inbound and outbound freight to prevent congestion in the loading and unloading area, in the aisles, and in any freight traffic area. Exhibitor is responsible for the orderly setup, management, and dismantling of their exhibit.</p> <p>10-1. Use of Outside Contractors A. CIHQ must be notified, and proof of adequate liability insurance for an amount no less than \$1,000,000 must be given, at least 30 days prior to show setup if exhibitor intends to use outside contractors for any reason. The name of the exhibitor and identification of the outside contractor must be included in the notification. B. All outside contractor personnel shall confine their activities to the booth in which they are working and will not be permitted to solicit on the floor or elsewhere in the exhibit hall.</p>	<p>11. Hospitality and Entertainment. Hospitality suites or events sponsored by the exhibitors must be approved by CIHQ. No entertainment may be scheduled to conflict with CIHQ's program hours, activity hours, or exhibit hours. CIHQ has not blocked suites at the conference hotel. Firms that are not exhibiting are not permitted to hold hospitality functions.</p> <p>12. Exhibit Staff Registration. Each exhibitor who registered in advance will have a printed exhibitor badge available at the exhibitor registration area. This badge will entitle registered exhibitors admission to the exhibit area and the conference. Exhibitors must wear badges at all times—including during setup times, exhibit hours, and dismantling—in order to enter the exhibit area. Exhibitor staff, temporary help, and setup personnel must wear exhibitor badges or other badges designated by CIHQ.</p> <p>13. Conference Attendance. Exhibit personnel are welcome to attend the conference and/or break out sessions.</p> <p>14. Special Visual and Sound Effects. Audiovisual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as in the sole opinion of the CIHQ does not interfere with the activities of neighboring exhibitors. Operation of equipment being demonstrated may not create noise levels objectionable to neighboring exhibitors.</p> <p>15. Unacceptable Exhibits. The exhibitor agrees not to use any displays that CIHQ determines, in its absolute discretion, will unreasonably endanger the person or property of the attendees or of the exhibitors, are in bad taste, are liable to discredit or subject CIHQ to criticism or legal liability, are inconsistent with the stated purposes of CIHQ and the interest and welfare of its members, are inimical to the property rights of CIHQ, or violate the exhibit regulations or any other provision of this contract. In the event CIHQ determines at any time that any exhibit may or does violate this contract and the exhibitor is unable or unwilling to cure or correct such violation, CIHQ may terminate this agreement immediately and forbid erection of the exhibit or may remove or cause the exhibit to be removed at the exhibitor's expense, and the exhibitor hereby waives any claim for refund of the exhibit booth or other damages arising out of such termination and/or exhibit removal. Any exhibitor who is uncertain as to whether an exhibit is in compliance with all applicable regulations and requirements should contact CIHQ.</p> <p>16. Insuring Exhibits. Exhibitors are encouraged to insure their exhibits, merchandise, and display materials against theft, fire, etc., at their own expense. It is suggested by CIHQ that the exhibitor contact the exhibitor's insurance broker and obtain all risk insurance covering exhibit property while absent from home premises for exhibit purposes, or a rider to the exhibitor's existing policy covering same. Neither the Doubletree Hotel Anaheim / Orange County nor CIHQ will be responsible for loss or damage to any property in storage, in transit to or from the exhibit building, or while in the exhibit building for any loss of income as a result of any reduced sales due to such loss or damage. All property of the exhibitor will be deemed to remain under the exhibitor's custody and control in storage, in transit to or from, or within the confines of the exhibit hall, even though it may at times be under the temporary control or direction of CIHQ.</p> <p>17. Music Licensing. The exhibitor represents and warrants that it shall comply with all copyright restrictions applicable to exhibitors including, but not limited to, any music performance agreement between CIHQ and the Doubletree Hotel Anaheim / Orange County. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of exhibitors under the copyright laws and present the CIHQ with a copy of such license or grant no less than 30 days prior to the start of the show.</p> <p>18. Liability for Damages or Loss of Property. The exhibitor shall protect, indemnify, and hold harmless CIHQ, and the Doubletree Hotel Anaheim / Orange County, from any and all liability, loss, damage, or expense by reason of any injury or injuries sustained by any persons or property or loss of property or income that might be derived there from occurring in or about the exposition premises or entrances thereto or exists there from, including that caused by or resulting from the negligence of CIHQ. The exhibit facility shall not be responsible or liable for any injury, loss, or damage to any property or person brought in by the exhibitor or otherwise located in the exposition premises.</p> <p>19. Shipping Instructions. Information on shipping will be sent to exhibitor upon acceptance of registration. Exhibitor is responsible for working directly with the Doubletree Hotel Anaheim / Orange County or designee for all shipping and transporting needs. Exhibitor agrees to hold harmless, and release from any and all liability, both CIHQ and the Doubletree Hotel Anaheim / Orange County for any and all damage, loss, or other untoward event related to shipping, storing, or transporting of exhibitor materials or supplies both to and from the facility. The address on all crated shipments shall include the exhibitor's name, date of exhibit, and name of the conference. The exhibitor expressly agrees that any exhibit material remaining in the exhibit hall after the move out time has terminated or any damaged exhibits left behind may be removed and disposed of at the expense of the exhibitor and without liability to CIHQ or the Doubletree Hotel Anaheim / Orange County.</p> <p>20. Failure to Occupy Space. Any space not occupied in the exhibit facility at 12 noon on June 6, 2012, shall be forfeited by the exhibitor, and space may be resold, reassigned, or used by CIHQ without refund, unless a request for delayed occupancy has received prior approval by CIHQ.</p> <p>21. Fire Regulations. No exhibitor shall use any flammable decorations or coverings, and all fabrics or other materials used shall be flameproof.</p> <p>22. Advertising Material. Except as otherwise provided, CIHQ will not endorse, support, or be liable for the claims made by the exhibitors as to the qualities or merits of their products or services, and no advertising or mention will indicate, claim, or suggest such endorsement or support. All handouts must be distributed within the exhibit booths.</p> <p>23. Convention Program. One (1) copy of the convention program/exhibits directory will be available to each exhibiting company at the exhibitors' registration area.</p> <p>24. Exhibit Space Floor Plan. Every effort will be made to maintain the general configuration of the floor plan for this exhibit. However, CIHQ reserves the right to modify the plan, if necessary, as determined solely by CIHQ.</p> <p>25. Miscellaneous. CIHQ shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors and this exhibition. Any and all matters not specifically covered herein are subject to decision by CIHQ. These terms and conditions may be amended at any time by CIHQ upon written notice to all exhibitors. The exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by CIHQ from time to time.</p>
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