



## EXHIBITOR CONTRACT CONDITIONS, RULES & REGULATIONS

**NATURE OF EXHIBITS:** The 2009 CPS 17<sup>th</sup> Annual Winter CE Seminar exhibit area is intended to provide a showcase of products and services used in the pharmacy profession. CPS reserves the right to refuse to rent space to any company whose display of goods, products or services is not compatible with the general character and objectives of the Exhibition.

**ASSIGNMENT OF SPACE:** Spaces in the exhibit area will be reserved and assigned on a first-receipt of contract with payment, first-served basis with due consideration to each exhibitor's utility requirements and all other matters relating to the successful conduct of the exhibits. If space is not available, a waiting list will be developed in the same order.

**SUBLETTING OF EXHIBIT & PROHIBITED USES:** Exhibitors are prohibited from assigning or subletting any part of the space allotted to them, nor shall they exhibit or permit to be exhibited in their spaces any merchandise or advertising materials which are not a part of their own regular goods, products or services

**DISMANTLING OF EXHIBITS:** Exhibits are to be kept intact until the official closing of the exhibit area. Teardown of exhibits will begin immediately at the end of the exhibit session. If an exhibit is not removed promptly, CPS has the right to remove and store the exhibit at the expense of the exhibitor.

**PAYMENT AND PROVISION IN CASE OF DEFAULT:** If an exhibitor fails to pay when due any sum required by the Contract, or fails to perform any other term or condition of the Contract, or fails to observe and abide by these Contract Conditions, Rules and Regulations; CPS reserves the right to terminate the Contract immediately without refund of any monies paid.

**CANCELLATION OF CONTRACT:** Notice of cancellation of exhibit space must be in writing to the Colorado Pharmacists Society (CPS). No refunds will be made for cancellations.

**INSURANCE & LIABILITY:** Exhibitor acknowledges that the CPS, its members, officers, staff and management company, the Sheraton Steamboat Springs (SSS) do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption, property damage and personal injury insurance covering such losses by the Exhibitor.

The Exhibitor hereby further agrees to protect, indemnify, defend, save and hold harmless the CPS, its members, officers, staff and management company, the SSS, the city of Steamboat Springs and their employees and agents against all claims, losses, and damages to persons or property, governmental charges or fines and attorney fees arising out of or caused by the Exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of the SSS or its agents. It is understood by the exhibitor that the nature of the facilities available, the presence or circulation of large number of people, the numbers of removable articles in many booths, and various other factors, make it mandatory that each exhibitor shall assume the risk of any such injury, loss or damage. The Exhibitor, by signing this Contract, thereby assumes such risk and expressly releases the above-named parties from all claims for any such loss, damage or injury. For this indemnification to apply, the party claiming indemnity must immediately notify the indemnifying party upon receipt of notice of any claim or lawsuit and must permit the indemnifying party's authorized attorneys and personnel (at the indemnifying party's discretion and cost) to handle and control the defense of such claims or lawsuits. The party claiming indemnity agrees to fully cooperate and aid in such defense and shall not settle any such claims or lawsuits without the prior written consent of the indemnifying party. In case said premises shall be destroyed by fire or the elements or by any cause, or in the case of Government intervention or regulation, military action, strikes or if any other circumstances make it impossible or inadvisable for CPS to hold the Seminar and Exhibit, then and thereupon the Contract shall terminate and the exhibitor shall waive any claim for damages or compensation, except the pro rata return of amounts paid for space, after the deduction of actual expenses incurred in connection with the Exhibit, and there shall be no further liability on the part of either party. This agreement may be terminated for any one or mores of such reasons by written notice from one party to the other without liability.

