

APPLICATION AND EXHIBIT
SPACE CONTRACT

The Inaugural



**HME Exposition &
Conference**

**Baltimore Convention Center
Baltimore, MD**

**Exposition: April 22-23, 2009
Conference: April 21-23, 2009**

EXHIBITING COMPANY INFORMATION

Company Name _____

Contact _____

Title _____

Mailing Address _____

City/State/ZIP _____

Country _____

Phone _____

FAX _____

E-Mail Address _____

SQUARE FOOTAGE REQUESTED:

_____ ft. x _____ ft. = _____ Total Sq. Feet

Configuration: Island Peninsula In-Line

of corners: _____

PAYMENT SCHEDULE:

50% due within 10 days of invoice

100% due January 1, 2009

EXHIBIT SPACE RATES*:

100-400 Square Feet - \$24.00 per square foot

401+ Square Feet - \$21.50 per square foot

*\$100 per corner premium charge applies for all rate categories

PLEASE LIST 4 CHOICES OF BOOTH NUMBERS:

1. _____ 3. _____

2. _____ 4. _____

Note: This document, when signed by Exhibitor and Access Business Media, Inc. (ABM, Inc.), constitutes a binding legal agreement. ABM, Inc. agrees to review this Application and Contract and assign exhibit space to your company, if available. Exhibitor agrees that upon acceptance of this Application and Contract by ABM, Inc., with or without appropriate payment, this Application and Contract shall become a legally binding contract; enforceable against Exhibitor in accordance with its terms. By the signature below, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of Exhibitor. It is understood that the booth will be assigned to the company name listed above.

By signing this agreement, Exhibitor agrees that they have received, read and agree to the attached **2009 HME Exposition & Conference Application and Exhibit Space Contract Terms and Conditions**, incorporated in their entirety herein and expressly made a part of this Application and Contract. **This Application and Contract and the included 2009 HME Exposition & Conference Application and Exhibit Space Contract Terms and Conditions constitute the entire agreement between the parties and cannot be modified except by express written agreement signed by ABM, Inc.**

Expo Management Only:

BOOTH NUMBER(S) ASSIGNED: _____

TOTAL AMOUNT DUE \$ _____

TOTAL DEPOSIT DUE \$ _____

Exhibitor Signature Date

ABM, Inc. Signature Date

***Please fax this agreement back to:
(678)594-0252***

2009 HME EXPOSITION & CONFERENCE APPLICATION & SPACE CONTRACT – TERMS & CONDITIONS

- 1) **TERMS OF PAYMENT:** The following schedule outlines the payment dates for all Application and Contracts, with each step shown sequentially and on a cumulative basis:
 - a) **50% of the Exhibit Space Cost is due upon application, when the Application and Contract is submitted on or before January 1, 2009.**
 - b) **The entire 100% Exhibit Space Cost is due by January 1, 2009.** 100% of the Exhibit Space Cost is due upon application when the Application and Contract is submitted on or after January 1, 2009.**ABM Inc. reserves the right to modify the payment schedule or require payment in full in a single payment based on the exhibitor's previous payment or credit history with ABM Inc.**

Make all checks payable to **Access Business Media**. Please send payment to P.O. Box 901491, Acworth, GA 30101. Payment is due within 10 days of receipt of contract. If the name of the exhibiting company is different than the name on the check, indicate it on the check. Payment must be submitted in **U.S. currency only**. Only the company name listed on this Application and Contract is considered an official HME Exposition & Conference Exhibitor. **All exhibitors must make payments in accordance with the schedule outlined above.** Under no circumstances will Exhibitor be permitted to occupy its exhibit space if full payment has not been received. Payments submitted in accordance with the Application and Contract will be applied, first, to any outstanding balances from previous ABM, Inc. events. Application and Contracts will not be processed until all prior financial obligations have been met. Late payments, partial payments, or any checks or money orders marked as being payment in full or as being settlement of any dispute may be accepted without forfeiting ABM, Inc. rights under this agreement or the law. Exhibitors who submit payments that are unpaid by their banks will be placed on a cash basis. Any exhibitor who does not meet all financial obligations when due will be responsible for all outstanding debts and interest at 1.5% per month, compounded monthly, and any fees or expenses, including, but not limited to attorney's fees of no less than 33.3% of the unpaid principal and interest. There will be a \$50 charge for all returned checks.

Failure to make payments does not cancel Exhibitor's liability. Space cancellation notices must be submitted to ABM, Inc. in writing and cancellation fees will be owed according to the terms outlined in Section 4 below.
- 2) **OCCUPANCY BY EXHIBITOR:** It is further agreed that actual occupancy of the space (including meeting rooms) reserved by Exhibitor is of the essence. If Exhibitor does not occupy the space by 9:00 p.m., Tuesday, April 21, 2009, ABM, Inc. may occupy or cause said space to be occupied as it may deem best for the interest of HME Expo without in any way releasing Exhibitor from any liability hereunder. Furthermore, if Exhibitor does not occupy/staff the space, all rights of a HME Expo Exhibitor (such as Press Room distribution, etc.) will be revoked. All exhibits/displays must remain staffed and fully intact until 5:00 p.m. on Thursday, April 23, 2009. Premature dismantling of and/or failure to fully staff said space during the entire HME Expo will result in the loss of one priority point.
- 3) **OUTBOARDING:** Any company exhibiting at a non-official HME Expo venue, holding an exhibit demonstration or display in a Baltimore, MD area hotel, suite, meeting room, or other non-HME Expo venue during HME Expo, will lose priority points which will affect space selection order at HME Expo in the future. If Exhibitor cancels its official space and/or has space in addition to HME Expo official space in any non-official exhibit venue during HME Expo dates then Exhibitor will lose all of priority points for HME Expo in the future.
- 4) **CANCELLATION BY EXHIBITOR:** All cancellations must be in writing to: PO Box 801491, Acworth, GA 30101, return receipt requested, and shall become effective when received by ABM, Inc. Both Exhibitor and ABM, Inc. acknowledge that ABM, Inc. will sustain substantial losses if Exhibitor cancels its Application and Contract. Even though ABM, Inc. will exercise its best efforts to mitigate the damages associated with exhibitor cancellation, the parties agree that ABM, Inc. will nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty of determining and providing said losses, the Exhibitor agrees to pay the following as liquidated damages if Exhibitor cancels its exhibit space on or within the time periods specified below. **Should Exhibitor cancel all, or part, of the exhibit space contracted for herein after the date ABM, Inc. accepts and signs this Application and Contract, Exhibitor is liable for: a) 50% of the total Exhibit Space Cost if cancellation is made by January 1, 2009; or b) 100% of the total Exhibit Space cost if canceled on or after January 1, 2009.** All payments made or due to ABM, Inc. shall be fully earned and non-refundable in consideration for expenses incurred by ABM, Inc. and its lost or deferred opportunity to provide exhibit space to others. All cancellation fees that may become due hereunder are acknowledged by Exhibitor as liquidated damages and are not applicable toward any future ABM, Inc. sponsored shows or events. ABM, Inc. will invoice Exhibitor for cancellation fees in excess of payments. Invoices for cancellation fees are due upon receipt. This balance must be paid in full before Exhibitor can exhibit in any other ABM, Inc. show or event. If Exhibitor cancels its participation, ABM, Inc. may, at its discretion, cancel all other contracts between Exhibitor and ABM, Inc.
- 5) **CANCELLATION BY ABM, Inc.:** Exhibitor's space may be canceled by ABM, Inc. for failure to make payments when due or failure to comply with HME Expo regulations. If space is canceled by ABM, Inc., Exhibitor will be notified in writing. It is further agreed that based on the timing of such cancellation, as evidenced by letter notification, Exhibitor is liable for the same cancellation charges as referred to in Section 4. Upon such cancellation, ABM, Inc. may lease the canceled space to another exhibitor at its discretion. ABM, Inc. will invoice Exhibitor for cancellation fees in excess of payments. Invoices for cancellation fees are due upon receipt.
- 6) **SPACE REDUCTION:** All space reduction requests must be in writing and shall become effective when received by ABM, Inc. A fee of 50% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space, requested in writing by Exhibitor, will be charged on any reductions requested after the date ABM, Inc. accepts this Application and Contract, through January 1, 2009. Exhibitor will be responsible for the entire 100% cost of the originally contracted exhibit space regardless of any space reduction requests on or after January 1, 2009. Any company having downgraded their original exhibit space request and holding an exhibit, demonstration or display in a Baltimore, MD area hotel, suite, meeting room, or other venue during HME Expo will forfeit 5 priority points for the first 50% of space downgraded and 5 priority points for every 100 square feet of space downgraded above 50%. Such activity may affect exhibit space selection order at HME Expo in the future.
- 7) **DIRECTORY LISTING/SEPARATE EXHIBITOR REGISTRATION:** Only the name of the Exhibitor, which appears upon the face of this Application and Contract, may be placed in the exhibit space, in the HME Expo printed list of exhibitors and on exhibitor badges. **It is further agreed that Exhibitor shall not assign, share or sublet any part of its exhibit space without the express written consent of ABM, Inc.** In the event a request for separate exhibitor registration and/or additional directory listing is approved, an \$850 fee will be charged for each additional company. **See Section 8 for additional information regarding shares.** ABM, Inc. maintains the exclusive right to publish and distribute the list of exhibitors. However, a publisher may include the list of exhibitors as part of an ongoing publication. As a service to exhibitors, ABM, Inc. will identify in the Official Directory each exhibitor who completes and returns the necessary directory listing form by the established deadline; however, ABM, Inc. will incur no liability for any errors, omissions or format changes in any directory. Exhibitor agrees to list in the Official Directory only brands of its own manufacture, or brands which are manufactured exclusively for Exhibitor, and which bear Exhibitor's name or trademark.
- 8) **SHARE POLICY:** ABM, Inc. will allow share exhibitors within a booth only if they meet the following criteria:
 - a) the share company is a subsidiary or division of Exhibitor, or
 - b) the share company has a distributor relationship with Exhibitor, or
 - c) there is an equity relationship between the share company and ExhibitorEach share company must complete an Application and Exhibit Space Contract and pay an \$850 share fee, due in full with contract submission. ABM, Inc. must receive notification from the Exhibitor, on letterhead, indicating approval and acceptance of the share company within Exhibitor's booth. It is at the discretion of ABM, Inc. to approve and accept share contracts based on the criteria above. If ABM, Inc. has evidence or knowledge that any of the facts presented by Exhibitor or share company are not valid or true, ABM, Inc. will not accept the share contract and the share company will not be permitted to exhibit at HME Expo in a share capacity
- 9) **ATTENDANCE:** ABM, Inc. makes no representations or warranties with respect to the demographic nature and/or volume of exhibitors and/or attendees at HME Expo.
- 10) **REGULATIONS:** It is further agreed that all current and subsequent HME Expo conditions or regulations of the Baltimore Convention Center and any other facilities used for HME Expo are made a part hereof as though fully incorporated herein. ABM, Inc. shall have full and exclusive power in the matter of interpretation, amendment and enforcement of all said conditions and regulations, and any such amendments when made and brought to the notice of Exhibitor shall be as though duly incorporated herein and subject to the terms and conditions herein set forth. If a dispute or disagreement shall arise between the parties concerning the allotment of or permitted use of exhibit space or concerning interpretation of any of the regulations which are a part hereof the decision and interpretation of ABM, Inc. shall be final and Exhibitor hereby agrees to abide by said interpretation which, if requested, shall be in writing.
- 11) **FORCE MAJEURE:** It is further agreed that in case said premises shall be destroyed by fire or the elements, or by any other cause, or in case of government intervention or regulation, military activity, strikes, acts of terrorism, or any other circumstances that make it impossible or inadvisable for ABM, Inc. to hold the HME Expo or portion thereof at the time and place herein provided then and this agreement shall terminate and Exhibitor shall and does hereby waive any claim for property or other damages or compensation except the pro rata return on the amount paid after deduction of actual expenses incurred in connection with HME Expo and there shall be no further liability on the part of either party. This Application and Contract is subject and subordinate to the agreements between the Baltimore Convention Center and any other facilities utilized for HME Expo, and covering the HME Expo exhibit areas at these properties (and other facilities which may be used) for the period of the 2009 HME Exposition and Conference, move-in through move-out.
- 12) **GOVERNANCE:** The contract and all rights and obligations of the parties relating hereto shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any conflicts of law rules that would cause the application of the laws of any other jurisdiction. Any controversy or claim arising out of or relating to this Application and Contract or the breach thereof (except for an action for injunctive relief) shall be resolved by arbitration held in Cobb County, Georgia, in accordance with the Rules of the American Arbitration Association in effect at the time the arbitration is initiated, and judgment upon the award rendered by the arbitrators may be entered in any court jurisdiction thereof.
- 13) **EXHIBIT SPACE AMENDMENTS:** This Application and Contract indicates your original exhibit space assignment. Any changes to space assignment will be indicated to Exhibitor on a contract addendum form. ABM, Inc. further reserves the right to move or reallocate Exhibitor's booth space to a new location in the interest of a better showing of exhibits, or it may cancel this Application and Contract for the betterment overall of HME Expo or for any other reason deemed necessary by ABM, Inc. Exhibitors will be notified in writing of such movement. All terms of the Application and Contract, including cancellation policy, remain in effect upon such movement of booth space by ABM, Inc.
- 14) **OPERATION OF EXHIBITS:** Exhibits must be designed and operated in a manner that respects the rights of other exhibitors and visitors. The following are prohibited: preparation of food, promotional contests that require physical skill, promotion of other industry exhibitions without prior consent of ABM, Inc., and unauthorized taking of photographs. Personnel must be dressed appropriately and confine their activities to the exhibit space of Exhibitor. Exhibitor is responsible for payment of fees, royalties or fines for use of work that is protected by copyright, patent or trademark. ABM, Inc. reserves the right to prohibit promotions found objectionable. Booths must be staffed at all times during scheduled exhibit hours, unless prior written permission is received from ABM, Inc. Booth personnel must be 16 years of age or older.
- 15) **BOOTH CONSTRUCTION:** Exhibitor is expected to comply with booth construction regulations outlined in the Exhibitor Manual. It is Exhibitor's responsibility to supply these regulations to its Exhibitor Appointed Contractor (EAC).
- 16) **CHARACTER OF EXHIBITS:** Products eligible to be exhibited include consumer and work style medical products and related accessories. Exhibitor agrees to display only products of its own manufacture, or products exclusively manufactured for, or distributed by, Exhibitor and which bear Exhibitor's name or trademark. ABM, Inc. reserves the right to order withdrawal from display, any items which, in its opinion, do not comply with these requirements.
- 17) **CONTENT:** ABM, Inc. reserves the right to exclude the showing of film, photos, games or other software in the exhibit area which are deemed objectionable, including explicit or simulated sex, nudity, bloodshed or mutilation. Adult out call and escort services, and the promotion of the same are not permitted at HME Expo. Violation of this policy can, at ABM, Inc.'s discretion result in expulsion from HME Expo, including future shows.

- 18) **GOOD NEIGHBOR POLICY** Any exhibitor using audio or video content in their booth for the purpose of demonstrating equipment or otherwise hereby agrees that such content shall be appropriate for a general audience, and agrees to refrain from using content that may be considered offensive to such an audience. In the event of a complaint from any person regarding the content used by Exhibitor, ABM, Inc. will investigate and if, in the sole discretion of ABM, Inc., such content is determined to be offensive, ABM, Inc. will request Exhibitor to cease using such content. In the event Exhibitor refuses ABM, Inc.'s request, or a subsequent complaint is filed against Exhibitor, ABM, Inc. reserves the right to shut off the power to Exhibitor's booth until Exhibitor complies with ABM, Inc.'s request. Repeated violations of this policy can, at ABM, Inc.'s discretion, result in expulsion from HME Expo.
- 19) **POLICY ON SELLING:** Over the counter sales (i.e., cash, check and/or credit cards) are not permitted. Only bona fide business orders for future delivery may be taken. Violation of this provision will result in expulsion from HME Expo. **THIS POLICY IS STRICTLY ENFORCED.**
- 20) **LIABILITY AND INSURANCE:** Exhibitors seeking to install their own booth/display must comply with all state and federal laws and/or regulations and must comply with any/all laws, rules, or regulations related to booth installation/dismantling. Exhibitor must have a commercial general liability policy of not less than \$250,000 naming Access Business Media, Inc., Baltimore Convention Center and Baltimore Area Convention and Visitors Association as additional insureds. A certificate of insurance must be made available upon request. Exhibitor and its authorized EAC agree to carry adequate personal and property damage liability and workers' compensation insurance and to indemnify and hold harmless Access Business Media, Inc., Baltimore Convention Center and other facilities utilized by HME Expo and their contractors, officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees resulting from its occupancy of the exhibit space contracted for, by reason of personal injuries, death or property damages sustained by any person. Certificates of insurance must be furnished by Exhibitor if requested by ABM, Inc. and must be available on-site during the HME Expo. Failure by ABM, Inc. or HME Expo Management to request proof of insurance shall not relieve Exhibitor from carrying proper coverage. Exhibitor understands that neither Access Business Media, Inc., nor Baltimore Convention Center or other facilities used by HME Expo maintain insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain such insurance.
- 21) **RESPONSIBILITY FOR PROPERTY:** In no case will ABM, Inc. be responsible for theft, loss or damage to Exhibitor's product or booth, unless the responsibility is a direct and sole result of the actions of ABM, Inc. or its employees. Exhibitor agrees that it is wholly responsible for protecting its property on and off HME Expo premises. Exhibitor is encouraged to secure its exhibits and products and should insure its property (from the time it leaves its warehouse until it returns) at Exhibitor's expense.
- 22) **RECEIPT AND REMOVAL OF FREIGHT:** No exhibit or portion thereof may be removed from the exhibit facility during HME Expo. Only exhibitors showing proper exhibit credentials and personal identification will be permitted to take merchandise out of the facility. If Exhibitor fails to remove its freight in the allotted move-out time, ABM, Inc. reserves the right, at Exhibitor's expense, to ship the freight through a carrier of ABM, Inc.'s choosing or to place same in a storage warehouse. (Please refer to Exhibitor Manual for additional information.)
- 23) **EXHIBIT CONSTRUCTION, DECORATION, SIGNS, ETC.:** Exhibitor is solely responsible for the safety of their exhibits (refer to your Exhibitor Manual for additional information). All special booth work must conform to ABM, Inc. exhibit regulations. Such approval and/or compliance with HME Expo regulation does not constitute ABM, Inc. approval or opinion on the structural safety of construction. Exhibitor and its display company remain solely liable for the safety of their exhibit. Exhibitors may choose any display company provided it meets HME Expo's requirements for EACs and it provides ABM, Inc. with a certificate of liability insurance and signed Exhibitor Appointed Contractor Agreement no later than 30 days prior to HME Expo (see Exhibitor Appointed Contractor Approval). All bunting, draperies or other fabrics must be fireproofed before use in the decoration of any exhibit. Paper decorations, cut evergreens or branches and helium balloons are not permitted. Exhibitor must comply with all the laws, regulations and ordinances in force in the exhibit facility(ies), City of Baltimore, the State of Maryland and the United States.
- 24) **EXHIBITOR APPOINTED CONTRACTOR APPROVAL: An EAC (a contractor not listed in the Exhibitor Manual) may be used provided ABM, Inc. obtains 30 days in advance:** 1) Notification of Intent for Exhibitor to use the EAC; 2) Proof of the EAC's workers' compensation and personal property damage liability insurance coverage; and 3) Signed EAC Agreement. Use of EAC is subject to EAC's acceptance of HME Expo's EAC Agreement. EAC must be on the approved EAC list at HME Expo facility at which it is performing the work. ABM, Inc. may deny access by or use of any EAC if these specific requirements are not met in the opinion of ABM, Inc. If Exhibitor brings an EAC or other contractor into the exhibit facility, Exhibitor is responsible for that contractor's workers' compensation and liability insurance certificates and must send them to ABM, Inc., the exhibit facility and Shepard. Under no circumstances will ABM, Inc. be responsible for work promised or performed by an EAC.
- 25) **SPECIAL ELECTRICAL, CLEANING, CATERING SERVICES, ETC.:** For insurance, safety and security purposes, electrical, cleaning, catering, drayage and other special services needed by Exhibitor shall be provided only when Exhibitor orders and agrees to pay for these services from the exclusive suppliers authorized to provide such services listed in the Exhibitor Manual.
- 26) **FLOOR PLANS:** ABM, Inc. publishes floor plans that are provided by the exhibit facility and are believed to be correct. ABM, Inc. encourages Exhibitor to verify these floor plans directly with the exhibit facility.
- 27) **AMERICANS WITH DISABILITIES ACT:** Exhibitors must be in full compliance with the Americans with Disabilities Act.
- 28) **PUBLICATION DISTRIBUTION:** Exhibitor may distribute its own written materials from its exhibit(s) and, unless permission is granted by ABM, Inc., not outside its exhibit. Publication bins, if available, are restricted to approved, nationally distributed publications and, if applicable, the official HME Expo Show Daily. Other "show dailies" may not use the bins.
- 29) **EXHIBITOR BADGE POLICY:** Exhibitor will receive ten (10) complimentary badges per 100 square feet of exhibit space. All exhibitors will receive a minimum of 10 badges, including those companies paying the \$850 registration fee (refer to Section 7). All additional badges will be charged at \$10 per badge during pre- and on-site registration.
- 30) **SECURITY:** Exhibitor accepts that ABM, Inc. and/or HME Expo Management may take actions to maintain attendee security. ABM, Inc. and/or HME Expo Management has sole discretion in taking such action and cannot be held responsible for maintaining HME Expo access, for economic losses, or for damage or loss of Exhibitor's property, as a result of any action taken by ABM, Inc. and/or HME Expo Management in furtherance of HME Expo security. Exhibitor agrees that it is solely responsible for the safety and security of its exhibit booth and the contents of the booth, including product displays, and Exhibitor is solely liable for the resulting losses or damages.
- 31) **SEVERABILITY:** If any portion of this Application and Contract is changed or determined to be unenforceable, all other terms and conditions remain in full force and effect.
- 32) **AMENDMENTS:** ABM, Inc. shall have full power to make or amend its terms and conditions regulations, and/or HME Expo dates.
- 33) **VIOLATIONS OF REGULATIONS:** ABM, Inc. and/or HME Expo Management may take enforcement action at its discretion up to and including closing Exhibitor's booth, for violation by Exhibitor of HME Expo Rules and Regulations or Exhibitor's breach of the terms of this Application and Contract. If ABM, Inc. and/or HME Expo Management shuts down Exhibitor's booth due to Exhibitor violating HME Expo Rules and Regulations, Exhibitor will not receive a refund or damage compensation from ABM, Inc.. Repeated violations may result in Exhibitor being banned from participation in HME Expo, including future shows.
- 34) **NO-ORAL MODIFICATION CLAUSE:** This Application and Contract may not be orally modified. Only a modification in writing, signed by an authorized representative of ABM, Inc. will be enforceable.
- 35) **EXHIBITOR INTELLECTUAL PROPERTY:** Exhibitor warrants that it owns the rights for all intellectual property (patent, copyright, trademark, etc.) to be used by Exhibitor for promotion or exhibition at ABM, Inc., and agrees to defend, at Exhibitor's expense, and to indemnify ABM, Inc. and/or HME Expo for any action brought against ABM, Inc. and/or HME Expo and any cost incurred by ABM, Inc. and/or HME Expo arising out of any dispute concerning Exhibitor's intellectual property rights.
- 36) **HME EXPO PUBLICITY AND PROMOTION:** ABM, Inc., shall have the non-exclusive right to use the name of Exhibitor and logo in both print and broadcast advertising media in connection with the promotion and publicity of HME Expo.
- 37) **PRIORITY POINTS:** Exhibitor understands that exhibitors who have already contracted and paid for one HME Expo exhibit booth space (regardless of size), additional exhibit space secured via contract and payment after January 1, 2009, will not have any effect on HME Expo space selection time or standing.
- 38) **RESERVATION OF RIGHT:** ABM, Inc. reserves the right to take any action that is reasonably necessary, in the sole judgement of ABM, Inc., for the protection of HME Expo, the participants, including but not limited to exhibitors, and/or the attendees.