



American
Public Health
Association

CONTRACT FOR EXHIBIT SPACE
American Public Health Association
138th Annual Meeting and Exposition
November 6-10, 2010 • Denver, Colorado



NOVEMBER 6-10, 2010 DENVER, CO

Organization Name _____ Person to Receive Exhibit Info _____
 Address _____ Title of Above Person _____
 City/State/Zip _____ Authorized Signature _____
 Telephone _____ Type Name Above _____
 Fax _____ E-mail _____

We hereby make application for exhibit space at the 2009 APHA Annual Meeting and Exposition:

- Basic Booth Package:** For Profit: \$2,100 (inline) and \$2,350 (corner) per 10' x 10' booth.
 Non-Profit: \$1,700 (inline) and \$1,850 (corner) per 10' x 10' booth.
 Premium Booths: \$2,500—refer to floorplan for designated booths.

- Upgraded Booth Packages with Sponsorship Opportunities** (1 booth and numerous benefits as outlined in the Prospectus included):

Platinum Package \$27,000 Gold Package \$17,000 Silver Package \$12,000 Bronze Package \$7,500

Please check your preferred sponsorship opportunities

- | | |
|--|---|
| <input type="checkbox"/> Electronic Information Center | <input type="checkbox"/> Awards Reception |
| <input type="checkbox"/> APHA Mix & Mingle Lounge | <input type="checkbox"/> Evening of Entertainment |
| <input type="checkbox"/> Exhibit Hall Breaks | <input type="checkbox"/> Refreshment Breaks |
| <input type="checkbox"/> Shuttle Buses | |

- Online Virtual Expo** (Level 1: Listing included with all booths) Level 2: \$395 Level 3: \$545

Booth Selection

- For Profit Non-Profit (Proof of tax exempt or non-profit status is required.) Premium Booth

Indicate your preferred exhibit booth locations: 1. _____ 2. _____ 3. _____ 4. _____

Payment for Space / Cancellation: Under the terms of the contract, the exhibitor agrees to pay **fifty percent (50%) of the total fee with this application**, and further agrees to submit to APHA the balance due upon receipt of statement but in no case later than **July 31, 2010**. It is understood that failure by the exhibitor to remit outstanding balance due APHA by said date shall render all exhibit agreements between the exhibitor and APHA invalid and shall constitute forfeiture of all monies paid under terms of the contract. An exhibitor who cancels all or part of reserved booth space prior to July 31, 2010 will forfeit fifty percent (50%) of the total contracted costs plus \$50 service fee to APHA. **No cancellation of space will be accepted or refunds made after July 31, 2010.**

We understand this application becomes a contract when signed by us and accepted by APHA. In compliance with the requirements set forth by the American Public Health Association, we certify that we are Equal Opportunity Employers. We have read and agree to abide by all rules, regulations, requirements and conditions outlined in the contract and exhibitor prospectus.

For Credit Card payments: VISA Master Card American Express

Credit Card No. _____ Expiration Date _____

Amount Charged \$ _____ Authorized Credit Card Signature _____

PO # _____

Exhibit Management Use Only

Fed ID# 13-1628688

Amount Enclosed \$ _____ is hereby acknowledged. The balance of \$ _____ is due on or before July 31, 2010.

Total Number of Booths _____ Total Price of Booths \$ _____

- Company Check Credit Card

Date Accepted _____ Company Number _____

Booth(s) Assigned _____

Exhibit Manager ONLY

By: _____
 Exhibit Manager
 American Public Health Association

Mail contract and payment to: Lynn Schoen, CEM, American Public Health Association, 800 I St., NW, Washington, DC 20001-3710
 Phone # (202) 777-2479 Fax # (202) 777-2530, lynn.schoen@apha.org

Please return all copies. You will receive your signed copy after booths are assigned.

EXHIBITOR CONTRACT—RULES AND REGULATIONS

The following rules and regulations have been designed for the benefit of all exhibitors and in conjunction with the information in the prospectus constitute a formal contract. American Public Health Association (APHA) requests the full cooperation of the exhibitor in their observance. APHA reserves the right to terminate the exhibitor's display privileges at any time for breach of any of these terms, rules and regulations. Such termination may become effective during the Annual Meeting & Exposition, at which time the exhibitor agrees to close his/her exhibit space upon receipt of a notice of termination, and thereafter remove his/her exhibit from the exhibition hall as soon as possible without disruption of the meeting. Expulsion of an exhibitor under these rules shall not give rise to a claim for a refund of the fees paid by such exhibitor.

Booth and Exhibit Specifications: All exhibits must adhere to the APHA booth and exhibit specifications enclosed with this contract. Exhibitors desiring to use other than standard booth equipment or any signs, decorations or arrangements of display material conflicting in any way with these rules and regulations must submit to APHA a detailed sketch of the proposed layout with the contract and receive written variance approval from APHA. Island booths must be approved prior to installation. APHA reserves the right to alter the locations of exhibits or booths if deemed advisable in the best interest of the Annual Meeting generally.

There will be no objectionable noise or odor or other disagreeable feature attendant to any exhibit. Each exhibit shall be so installed that it will not project beyond the space allotted. No exhibit shall obstruct or otherwise interfere with the other exhibits.

Default in Occupancy: Any exhibitor failing to occupy space contracted for is not relieved of the obligation of paying the full rental of such space as provided in the signed contract. If not occupied by the time set for completion of installation of displays, such space may be repossessed by APHA.

Carpeting: Individual exhibit booths are not carpeted; exhibitors are required to provide carpeting. If carpeting is not in a booth, APHA will order it and charge to exhibitor. Companies occupying island booths must have carpeting to cover entire booth or contract with decorator to fill-in space with aisle carpeting.

Exhibit Hours: All exhibitors must install and dismantle exhibits during the hours specified in the prospectus. **All exhibits must be fully staffed during exhibit hours. Any exhibiting company who vacates or tears down its exhibit prior to the closing of the show or whose booth is not fully staffed during the show will not be invited to participate in priority registration for the 2011 APHA Annual Meeting.** APHA reserves the right to alter the Annual Meeting hours in any manner whatsoever in the best interest of APHA.

Restrictions in Operations of Exhibits: Exhibitors may not alter the locations of exhibits or of booths without the written consent of APHA management. Exhibitors may not sublet their space nor any part thereof. Exhibitors may not permit non-exhibiting companies' representatives in their booths. No recorded or live music are permitted in the booth. APHA reserves the right to restrict or relocate at the exhibitor's expense any exhibits which because of noise, method of operation, materials, traffic congestion, or any other reason, become objectionable. Exhibit demonstrations must be confined within the bounds of their respective booths. Aisle space may not be used to distribute promotional material. Companies planning to sell must comply with all state and local sales permit requirements.

Sale of Products/Services: Exhibitor is responsible to collect and remit applicable sales and use taxes to the city of Denver for

its sales of products or services. APHA has no responsibility to do so and will cooperate with officials of Denver to make available requested information and/or to provide access to such officials to the exhibit area.

Protection of Hall Property: Exhibitors may not tape, paste, thumbtack, nail, or otherwise affix signs or posters to the walls, columns, or booth drape, or hang things from sprinkler pipes. Any signs or posters leaning against the walls must be properly padded so as not to cause damage. No helium balloons are allowed in the Colorado Convention Center. Smoking is prohibited in the Colorado Convention Center.

Limitation of Liability: The Exhibitor releases and waives any claim against APHA, its committees, executive board, members, agents, contractors or employees, State of Colorado, the Colorado Convention Center and Authority, and Visit Denver, their respective board members, facilities, officers, directors, employees, contractors and agents (hereinafter referred to as "indemnitees"), arising from or in connection with any cause whatsoever, including negligence, loss, theft, damage, or destruction of goods, or for any injury to itself, its agents, employees and contractors while in or about the Colorado Convention Center, or for any damage of any nature or character whatsoever including any damage to its business by reason of failure to provide space for the exhibit or the removal of the exhibit or for any action of any nature by it or any of them for failure to hold the Annual Meeting & Exposition on schedule. The Exhibitor agrees to indemnify and to hold harmless and defend indemnitees from any losses, claims, liabilities, damages, and expenses (including attorneys' fees) arising from whatever cause whatsoever, including without limitation property damage or loss and injury or harm to persons, arising out of or caused by Exhibitor's maintenance, use, set-up, construction, removal, and operation of its exhibit and booth, or the acts of failure to act of the Exhibitor and its officers, directors, employees, agents, contractors and invitees while in or about the Colorado Convention Center and from any breach of this exhibitor contract. The service contractor shall not be liable beyond the respective services as stipulated in the Decorator and Drayage Service included with this document.

Security and Insurance: APHA will provide peripheral security only in the exhibit hall two days prior to the opening of the show, during the four show days and until 12:00 p.m. on November 11. The Indemnitees will have no responsibility for the protection of the Exhibitor's booth, materials, or displays during the Convention and the Exhibitor hereby releases each of them from any and all claims, losses, damages, and expenses arising out of any losses to any thereof. The Exhibitor will utilize lock boxes and/or arrange for its own security in its booth, as appropriate, at its own expense. An Exhibitor shall provide a certificate of insurance indicating at least \$1,000,000 of Commercial General Liability insurance on a form with an insurer reasonably satisfactory to APHA. Not later than thirty days prior to the date on which the Exhibitor is first given access to the Colorado Convention Center, the Exhibitor will provide to APHA a certificate of insurance evidencing the foregoing and naming the Indemnitees as additional named insureds. Such insurance certificate shall state that 30 days advance notice will be given to APHA of any material change or cancellation of the policy.

Off-site Activities: Exhibitors who plan to have off-site activities agree that such events will not take place between 8:00 a.m. and 5:30 p.m. on November 7, 8, 9, and 10. Public notices of such events shall be displayed only in the exhibitor's booth or in the Association's Activity Posting Center. Notices may not be posted in any convention hotels or in the Colorado Convention Center.