

APPLICATION AND CONTRACT FOR STARTUP ZONE

American Telemedicine Association
ATA 2016 Annual Conference & Trade Show
Minneapolis Convention Center ♦ Minneapolis, MN
May 14 - 17, 2016



Contact Information

Company Name _____
Contact _____ Title _____
Tel _____ Fax _____ Email _____
Address _____
City _____ State _____ Zip _____
Country _____ Web Site Address _____

ATA StartUp Zone Exhibit Space Cost:

Early Bird Rate

\$300 10x10 Member Booth
\$500 10x10 Non-Member Booth

After January 2, 2016

\$450 10x10 Member Booth
\$650 10x10 Non-Member Booth

Booth Items Include:

- 1 Registration
- Access to the Telemedicine Investor & Strategic Summit
- Opportunity to submit 1 pager for selection to present in Innovation Spotlight
- Official Show Guide and web site listing
- Carpet in booth
- Skirted table
- 2 chairs
- Identification Sign
- 24-hour perimeter security services

Booth location will be determined by ATA staff.

Payment Information

- ♦ Full amount is due with this application*
- ♦ ATA Federal Identification No.: 74-267-6503

Check enclosed PO# _____

Payable to: **American Telemedicine Association**

*Checks must be drawn on U.S. banks

Please charge my credit card Amount: \$ _____

Credit Card Payment

Visa MasterCard American Express

Card Number: _____

Exp. Date: _____ CSV# _____

Name on Card: _____

Cardholder Signature: _____

Cancellation Penalties

- ♦ Cancellation before February 1, 2016 – 50% of total cost
- ♦ Cancellation after February 1, 2016 – 100% of total cost

Payment Summary

Total Due for booth space(s) \$ _____

Payment enclosed \$ _____

Balance Due \$ _____

(Due on or before February 1, 2014)

All companies must be paid in full by February 1, 2016 in order to avoid being cancelled from the show

All applications must be signed in order to confirm booth reservations. We agree to abide by all rules and regulations governing the exposition as printed on the reverse side and in the exhibit or manual hereof and which are a part of this application. Acceptance of this application by show management constitutes a contract.

Exhibitor Signature..... Date.....

Return this contract along with full deposit to:

Sandy Hung or Danielle Saralegui

American Telemedicine Association, 1100 Connecticut Avenue, NW, Suite 540 ~ Washington, DC 20036, Phone: 202-263-7084 Fax: 202-223-2787,

Email: dsaralegui@americantelemed.org

EXHIBIT RULES AND REGULATIONS

ATA 2016 ~ Minneapolis Convention Center ~ May 14-17, 2016

1. Show Management- The exhibition is organized and managed by the American Telemedicine Association. Any matters not covered in these Rules and Regulations are subject to the interpretations of the American Telemedicine Association Board of Directors and the American Telemedicine Association Executive Director or his or her designee, and all exhibitors must abide by their decisions. Exhibitors must comply with the Minneapolis Convention Center policies and procedures. The Show Management shall have full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of exhibitors. Each exhibitor, for himself and his employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

2. Installation and Dismantle of Exhibits- Show Management reserves the right to fix the time for the installation of a booth prior to the show opening and for its removal after the conclusion of the show. Under no circumstances will the addition to or removal of any portion of an exhibit be permitted during show hours. All booths must remain intact until the close of the show. Installations must occur only during the installation times designated in the Exhibitor Service Manual. All booths must be properly installed no later than the time determined by Show Management for the final inspection of the exhibit hall by Show Management. Dismantle may not begin until after the start of the dismantle time determined by Show Management and must be complete by the end of the dismantle time as determined by Show Management. Early dismantle and/or removal of an exhibit may result in the loss of exhibit privileges for future shows. Exhibitors are expected to make travel arrangements in accordance with the installation and dismantle schedule set up by Show Management.

If erection of any exhibits has not started by a set time determined by Show Management, the American Telemedicine Association Exhibits Manager or his or her designee shall order the exhibit to be erected and the exhibitor billed for all charges incurred.

Each exhibitor will complete arrangements for removal of his or her material from the Minneapolis Convention Center in accordance with the instructions provided in the Exhibitor Service Manual. All material must be packed and ready for shipment by the time determined by Show Management. Any material not called for by said time and date will be shipped at the exhibitor's expense, by a carrier selected by the official drayage contractor.

No one under the age of 18 will be permitted on the exhibit floor during set-up and dismantle.

3. Failure to Occupy Space- Space not occupied by the time determined by Show Management, will be forfeited by exhibitors and their space may be resold, reassigned or used by the exhibit management without refund.

4. Rates, Deposits and Refunds- Space will be rented at the rate of \$1,600 per linear 10'x10' space for ATA Circle Members, \$1,900 per linear 10'x10' space for Corporate / Institutional Members and \$2,300 per linear 10'x10' space for non-corporate members until January 2, 2016. After January 2, 2016, spaces will be rented at the rate of \$2,000 per linear 10'x10' space for ATA Circle Members, \$2,300 per linear 10'x10' space for Corporate Members and \$2,700 per linear 10'x10' space for non-circle/corporate members. There will be a \$100 corner premium assessed for each corner. StartUp Booths are \$300 for Members and \$500 for Non-Members, regardless of time of year.

No application will be processed or space assigned without a deposit in U.S. funds in the amount of 50% of the total cost*. Space must be fully paid for by February 1, 2016. If assigned space is not paid for by February 1, 2016, it may be reassigned at the discretion of Show Management.

* Companies/Organizations that sign up to exhibit on-site at ATA 2015 for the following year (ATA 2016) have until July 31, 2015 to confirm booth space reservations without 50% deposit. After July 31, 2015 the 50% deposit is required or Show Management has the right to release the booth space.

5. Cancellation Policy- Any exhibitor who cancels all or part of purchased booth space prior to February 1, 2016 will forfeit and pay the American Telemedicine Association, as liquidated damages, a sum of money equal to 50% of the full price of said exhibitor's booth space. The exhibitor who cancels after February 1, 2016 will forfeit and pay the American Telemedicine Association, as liquidated damages, a sum of money equal to 100% of the full price of said exhibitor's booth space. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount set forth above, regardless of whether or not the Show Management enters into a further lease for the space involved. In the event that fire, strike or circumstances beyond the control of the management causes the exhibit to be cancelled, full refund of the exhibit rental fees will be made which is the limit and extent of the American Telemedicine Association's liability for such cancellation. All cancellation requests must be submitted in writing to the American Telemedicine Association Exhibits Manager.

6. Contractor Services- An official contractor will provide all services in the exhibit area. Complete information, instruction and schedule of prices regarding shipping, dayage, labor for installation and dismantling, electrical service, furniture, etc., will be included in the Exhibitor Service Manual to be forwarded from the Show Management. An exhibitor's service center will be maintained during applicable hours to facilitate services requested for additional needs of exhibitors. Under no circumstances will the American Telemedicine Association or the Minneapolis Convention Center assume responsibility for loss or damage to goods consigned to the official contractor. Advance shipments of exhibit material must be made to the official contractor as specified in the Exhibitor Service Manual. Should any shipments not be made as specified in the manual, it will be removed by the official contractor and stored until the hall is ready to accept materials for the exhibition and all costs involved will be charged to the exhibiting company. Exhibitors are responsible for the information provided in the Exhibitor Service Manual.

7. Arrangement of Exhibits- Any portion of the Exhibit that obstructs the view, interferes with the privileges of other exhibitors, extends beyond the designated booth space or for any reason becomes objectionable, must be immediately modified or removed by the exhibitor. The Show Management reserves the right to inspect the quality of the appearance of each booth prior to show opening. Where necessary, masking drape will be placed to cover unsightly wires, unfinished back walls, etc. at the exhibitor's expense. Exhibitors should refer to the IAEE Guidelines for Displays in the Rules and Regulations section of the Exhibitor Service Manual.

8. Booth Design- Each exhibitor will be provided with an official Exhibitor Service Manual to be made available in January 2016. The Exhibitor Service Manual describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions, and limitations contained in the Exhibitor Service Manual. In the sole opinion of Show Management, any exhibit that fails to conform to the Exhibitor Service Manual guidelines or the provisions set forth herein, such exhibits will be prohibited from functioning at any time during the exhibition. Each exhibitor is responsible for keeping the aisles near its space free of congestion caused by demonstrations or other promotions. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. All exhibits must be carpeted at the expense of the exhibitor. All exhibits must comply with the public accommodation provisions of the Americans with Disabilities Act of 1991 (ADA). Any exhibits with raised flooring must be ramped.

9. Subleasing of Space- Exhibitors may not assign, sublet or apportion to others the whole or any part of the space allocated, and may not display goods or services other than those manufactured or regularly distributed by them.

10. Conduct- All exhibits will be to serve the interest of the American Telemedicine Association members and will be operated in a way that will not detract from other exhibits, the exhibition, or the meeting as a whole. The exhibit manager reserves the right to request the immediate withdrawal of any exhibit that the American Telemedicine Association believes to be injurious to the purpose of the American Telemedicine Association. Management reserves the right to refuse to admit to and eject from the exhibit building any objectionable or undesirable person or persons. The use of sideshow tactics or other undignified methods considered by the American Telemedicine Association to be objectionable are expressly prohibited in the exhibition area and in any meeting room.

11. Exhibitor's Personnel- Exhibitor badges will be made available to the official company representatives for distribution to exhibitor personnel. The official American Telemedicine Association badge must be worn whenever a representative is in the exhibit hall. All personnel representing the exhibitor or his or her agents on the exhibit floor during installation and dismantling must be properly identified. Booths should be manned by company specialists who are qualified to discuss details of their company's products or services. Distribution of advertising material and souvenirs must be confined to the exhibitor's booth. Canvassing or distribution of advertising material or souvenirs in the exhibit hall by representatives of non-exhibiting firms is strictly forbidden.

12. Sound Devices and Lighting and other Presentational Devices- Public address, sound-producing or amplification devices that project sound must be kept at a conversational level and must not interfere with other exhibitors. Any form of attention getting devices or presentators must be terminated when crowds obstruct aisles or infringe upon another exhibitor's display. The American Telemedicine Association reserves the right to restrict the use of glaring lights or objectionable lighting effects. Music, whether vocal or instrumental, is prohibited.

13. Handout Materials- Promotional give-aways and exhibitor prize raffles will be permitted. All materials and prizes must have prior approval by the American Telemedicine Association. All handout materials are expected to be of a professional nature. The American Telemedicine Association reserves the right to disallow any material that they believe to be inappropriate. Send samples to: The American Telemedicine Association Exhibits Manager, 1100 Connecticut Ave., NW, Suite 540, Washington, DC 20036 no later than March 1, 2016.

14. Solicitation of Exhibitors- No persons will be permitted in the exhibit hall for the purpose of soliciting advertising or other exhibit space without the express written permission of the American Telemedicine Association.

15. Fire, Safety and Health- The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. All exhibit equipment and materials must be located within the booth. Only fireproof materials may be used in displays and the exhibitor must take all necessary fire precautions. No combustible material will be stored in or around exhibit booths.

16. Labor- Rules and regulations for union labor are made by local unions and may change at any time. Where union labor is required because of building or contractor requirements, it will be necessary for the exhibitor to comply with these regulations. Information regarding specific regulations that are applicable may be obtained from the official contractor. Displays, painters, carpenters, electricians, and other skilled labor can be arranged through the official contractor at established rates. Labor order forms will be included in the Exhibitor Service Manual.

17. Storage- The exhibitor should make arrangements with the contracted decorator for storage of packing boxes and crates during the exhibition. The American Telemedicine Association assumes no responsibility for damage or loss of packing boxes and crates.

18. Food and Beverage- Exhibitor distribution of food and beverage for consumption in the building is prohibited, except with written Permission. All food and beverage items must be supplied through the convention center caterer.

19. Liability and Security- The American Telemedicine Association makes no warranty, expressed or implied, that security measures will avert or prevent occurrences that may result in loss or damage. Each exhibitor must make provisions for the safeguarding of his or her goods, materials, equipment and display at all times.

The American Telemedicine Association will not be liable for loss or damage to the property of exhibitors or their representatives or employees from theft, fire, accident or other causes. The American Telemedicine Association will not be liable for injury to exhibitors or their employees or for damage of property in their custody, owned or controlled by them, which claims for damages, injuries, etc., may be incident to or arise from, or be in any way connected with their use or occupation of display space, and exhibitors will indemnify and hold harmless against such claim.

The exhibitor assumes all liability for any damage to the facility's floor, walls, lighting fixture, etc. as a result of exhibitor negligence. The exhibitor will abide by and observe all laws, rules, regulations and ordinances of any governmental authority and of the contracted facility.

The exhibitor will pay and save the American Telemedicine Association, its Board members, staff, and representatives, the city of Austin, and the Austin Convention Center harmless from any and all damages, loss or liability of any kind whatsoever resulting from injuries to persons or property occurring within the Minneapolis Convention Center or property adjacent thereto occasioned by any act, neglect or wrong doing of the exhibitor upon the premises, and the exhibitor will at its own cost and expense defend and protect the American Telemedicine Association, its agents or official contractors, the city of Minneapolis and the Minneapolis Convention Center against any and all such claims or demands.

20. Trademarks

The American Telemedicine Association will be held harmless for any trademark, trade name, copyright or patent infringement on any printed materials belonging to or distributed by any exhibitor.

21. List Publication

The list of the American Telemedicine Association exhibitors, in whole or in part, shall not be published other than in the American Telemedicine Association official publications and web site.

22. Hotel / Convention Center Use

Showing of equipment or product presentations to registered members, attendees or guests of the American Telemedicine Association by exhibiting firms other than on the exhibit floor during the official hours is expressly prohibited. Exhibitors / Sponsors may not use the hotel(s) to distribute literature, gifts, etc. to attendees unless approved in writing by Show Management.

23. Violations

Violation of any Rules and Regulations by the exhibitor or his or her employees or agents shall at the option of the American Telemedicine Association forfeit the exhibitor's right to occupy space and such exhibitor shall forfeit to the American Telemedicine Association all monies paid or due.

Upon evidence of violation, the American Telemedicine Association may take possession of the space occupied by the exhibitor, and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages that the American Telemedicine Association may incur thereby.

24. Severability

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.