

## *EXHIBITOR'S CONFERENCE RULES AND REGULATIONS AGREEMENT*

### **Sixteenth Annual Intercompany LTCI Conference March 13 – 16, 2016 • Grand Hyatt • San Antonio, TX**

In making application, the Exhibitor agrees to exhibit under and comply with the provisions of the following Exhibitor Rules and Regulations. These Rules and Regulations govern the Sixteenth Annual Intercompany LTCI Conference and its Exhibit Hall. This agreement, including the interpretation and enforcement thereof, is governed by the laws of the State of California. Each Exhibitor is subject to these rules and regulations, and should review this material thoroughly before signing the contract. Questions regarding these regulations should be directed to Conference Management.

1. **Sponsorship & Objectives:** The Sixteenth Annual Intercompany LTCI Conference is the property of the ILTCI Conference Association, Inc. Its purpose is to provide educational, up-to-date information on Long-Term Care Insurance (LTCI) and the services available to LTCI insurers and producers. Exhibitors are encouraged to offer information that is educational, professional and instructional. Selling or taking orders for goods and services will be permitted in the Exhibit Hall provided that such business is conducted in an appropriate and professional manner. Hard sell or pressure tactics will not be tolerated.
2. **Participation/Character of Exhibitors:** Each Exhibit Booth is intended for a single company's products or services. If two or more companies work together in their LTCI activities, they may request to jointly use an Exhibit Booth. If such request is granted, each company will be jointly and severally responsible under these rules and regulations. All display material will be limited to products, equipment or services that have application to LTCI or LTCI services. Management reserves the right to refuse space to any applicant who, in the opinion of management, deals in products, equipment or services unrelated to LTC, LTCI or LTCI services or who is unlikely to contribute to the overall objectives or purpose of the Conference.
3. **Refunds/Cancellations:** Cancellations received by December 17, 2015 will receive a full refund minus a \$300 administrative fee. Cancellations received after December 17, 2015 will receive no refund.
4. **Space Assignment:** Every effort will be made to assign space in a fair and equitable manner and whenever possible the preferred spaces will be assigned. Conference Management maintains the exclusive and unrestricted right to assign space. Assignment of space is final. Space location may not be changed, transferred or canceled without written request by the Exhibitor and subsequent written approval by Conference Management. Because of the great number of companies exhibiting similar or related products, Conference Management cannot guarantee that a company exhibiting similar products or a company's competitor will not be located in a nearby booth space.
5. **Floor Plan:** The floor plan for this Conference will be maintained as originally presented wherever possible. However, management reserves the right to modify the plan to the extent necessary for the best interests of the Conference, exhibitors and the LTCI industry.
6. **Liability and Insurance:** Conference Management will take reasonable precautions to safeguard Exhibitor's property. However, management and its suppliers assume no liability whatsoever for loss or damage through any cause, for goods, exhibits or other materials owned, rented or leased by the Exhibitor before, during or after the Conference. Management strongly recommends that Exhibitors insure exhibit property against loss and theft, and have at least one representative in attendance at all times during Exhibit Hall hours and especially during move-in and move-out.
  - a. Management strongly urges each Exhibitor to carry public liability insurance with coverage for personal injury liability, property damage liability and statutory worker's compensation.
  - b. Exhibitor agrees to protect, save, indemnify, and hold the ILTCI Conference Association and its directors, officers, employees and agents forever harmless for any damages or charges including actual attorney's fees and costs, imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitors or those holding under the Exhibitor.
  - c. Exhibitor shall at all times protect, indemnify, save and hold harmless the Grand Hyatt - San Antonio, TX against and from any and all losses, costs (including attorneys fees), damage, liability, judgments, or expense arising from or out of or by reason of any accident or bodily injury or other occurrence to any persons or person, including

the Exhibitor, its agents, employees, and business invitees which arises from or out of or by reason of said Exhibitor occupancy and use of the Exhibit Hall or a part thereof.

d. Exhibitor acknowledges that the ILTCI Conference Association and the Grand Hyatt - San Antonio, TX do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain business interruption and property damage insurance covering such losses by Exhibitor. In the event of cancellation or disruption of the Conference for any cause, this agreement shall terminate and the Exhibitor waives any claim for damages or compensation, except that the Exhibitor will be entitled to a refund of the amount paid for space less all costs incurred by management and sponsor.

7. **Contract for Space:** Application for booth space, accompanied by the required payment and receipt of a product/service description, constitutes a contract for the assignment of space pending acceptance by Conference Management. Any Exhibitor failing to occupy space is not relieved of the obligation to pay the full rental price. This contract will not be binding upon Conference Management in the event of strikes, labor disputes, acts of God, or other circumstances beyond the control of Conference Management.
8. **Official General Services Contractor:** A decorating company (not yet determined) will be the official general Services contractor for this conference. They will provide all Exhibitor support services: freight storage and handling (in and out), set-up and dismantling of exhibits, display unit rental, and booth decorations. Outside suppliers, other than the officially selected decorating company, used to install or dismantle a display must submit written notice to Conference Management with the outside contractor's name, on-site contact and address. Additional necessary information regarding material handling, exhibitor rules, regulations and necessary certificates of insurance must be provided to Conference Management no later than 30 days in advance of the first day of move-in.
9. **Shipping:** Exhibitor agrees to ship, at the Exhibitor's own expense and risk, all property to be exhibited. Information regarding freight handling, shipping, etc., will be provided by the decorating company. Shipping labels should be complete with company name, assigned booth number, and indicate Sixteenth Annual Intercompany LTCI Conference. Address for advance shipments will be supplied later this year:
10. **Installation and Dismantling:** Exhibitor set-up begins at 12:00 pm, Sunday, March 13, 2016. All displays and equipment must be in place and any crates removed by 4:00 pm Sunday, March 13, 2016. ***All exhibits must remain intact until 7:00 pm on Tuesday, March 15, 2016. No goods may be packed or removed before that time.*** Any Exhibitor dismantling or removing materials prior to that time will forfeit the Exhibitor's right to exhibit at future ILTCI Conference Association events. Teardown will commence at 7:00 pm and must be concluded by midnight on Tuesday, March 15, 2016. Each Exhibitor is responsible for all labor and other costs associated with set-up and dismantling of its own exhibits.
11. **Security:** Conference Management does not provide security guards for the Exhibit Hall. An Exhibitor who desires special security precautions should arrange for private guard service at its own expense. The ILTCI Conference Association and the Grand Hyatt - San Antonio, TX will not be responsible for theft or property damage to exhibitors or attendees.
12. **Standard Arbitration Clause:** Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s), entered in any court of competent jurisdiction.

In making application for an Exhibit Booth, we agree to exhibit under and comply with the provisions of these Exhibitor Conference Rules and Regulations.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_