CME WRITTEN AGREEMENT FOR EXHIBITS

Advocate Health Care is committed to presenting continuing medical education ("CME") activities that promote improvements or quality in healthcare and are independent of the control of commercial interests. As part of this commitment, Advocate Health Care has outlined in this written agreement the terms and conditions between Advocate Health Care and/or its Agent(s) ("Advocate"), and the Company listed below ("Exhibitor").

CME Activity: _____

Location _____ Date: _____

Exhibit Fee/exhibit space: $ _____

Advocate Health Care and/or its Agent(s): _____

Contact Name: _____

Contact Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

We do not wish to be positioned next to the following companies:

_____

Payment Options

Total Amount Enclosed: _____ # of Exhibit Spaces Requested: _____

- ☐ Enclosed is a check payable to Advocate Health Care and/or its Agent(s)
- ☐ American Express
- ☐ Master Card
- ☐ Discover
- ☐ Visa

Card #: _____ Expiration Date: _____

Name on Card: _____

Signature: _____ Billing Address Zip Code: _____

We acknowledge and agree to the terms and conditions set forth in this agreement.

Signature: _____

Print Name: _____

Title: _____ Date: _____

Advocate Health Care

Terms and Conditions of Agreement

Arrangement for commercial exhibit may not influence planning or interfere with the presentation of the CME activity. The arrangement for commercial exhibit must be a separate business transaction, and may not be a condition of the provision of commercial support for the CME activity.

Display of products and services does NOT constitute or imply an endorsement by Advocate.

Exhibitor may not claim or suggest that Advocate endorses their product or services without a specific written agreement.

Compliance with these terms and conditions is mandatory for all exhibitors, and is the sole responsibility of Exhibitor.

1. Payment
Full payment of the exhibitor fee must be submitted to Advocate Health Care with the signed Agreement for Exhibits prior to meeting to qualify for exhibit space.

2. Cancellations
Cancellations received in writing on corporate letterhead by Advocate seven days prior to activity will receive a refund less a processing fee.

3. Assignment of Space
Advocate will assign exhibit space to Exhibitor upon receipt of the signed Agreement for Exhibits and full payment.

4. Use of Space
Advocate may evict Exhibitor for noise, conduct of personnel, methods of operation, or any other reason that detracts from the general educational character of the meeting.

Videos, slide shows, music, or other sound devices should be turned to a conversational level and must not be objectionable to neighboring Exhibitors.

Advocate reserves the right to restrict the use of obtrusive lights or objectionable lighting effects.

In the event of eviction, Advocate will not issue a refund to Exhibitor.

5. Standard Exhibit Equipment
Standard exhibit equipment will consist of one six-foot (6') table, and two chairs; or, equipment available at the conference location. Exhibitor is responsible for company signage.

6. Exhibit Staffing and Behaviors
Exhibitor may have two (2) company representatives present at the event. Prior consent of Advocate is required for additional representatives.

Promotional materials may not be displayed or distributed in the educational space immediately before, during, or after the CME activity. Exhibitor may not engage in sales or promotional activities, pass out business cards, or take part in the educational discussion while in the space or place of the CME activity.

Exhibitor must follow FDA regulations concerning the promotion of investigational and/or pre-approved medications and surgical devices.

Direct payment may not be given by Exhibitor to any individual involved in a CME activity. Per American Medical Association Opinion 8.061 – Gifts to Physicians from Industry: Individual gifts of a nominal value given to physicians visiting the exhibit must be related to the physician's work (e.g. pens or notepads).

7. Exhibitor Appointment Contractors
Exhibitor may not contract for services with a contractor other than the official exhibit contractor unless Advocate has given prior permission to Exhibitor. Exhibitor must observe all union terms and conditions in force in the exhibit hall.

8. ADA
Exhibitor is charged with knowledge of all laws, ordinances, and regulations pertaining to the Americans with Disabilities Act (ADA). Compliance with the ADA is mandatory, and is the sole responsibility of Exhibitor so far as the ADA relates to Exhibitor's space.

9. Fire Safety and Health
Exhibitor assumes all responsibility for compliance with local, city, and state ordinances and Terms and Conditions covering fire, safety, and health. Exhibitor must provide the necessary shielding or safety items to protect others from equipment that is operable, or any materials, processes, or operations which might cause bodily harm. All parts of all displays must be made of flameproof materials, and must meet the specifications of local fire authorities. All electrical signs and equipment must be wired to meet the specifications of local fire authorities.

10. Liabilities
Exhibitor assumes all liability for property damage or personal injury caused by Exhibitor's negligent use, occupation, or enjoyment of the exhibit site, or the negligent act or omission of any person thereon with the consent of the Exhibitor, during the term of this agreement. Exhibitor shall indemnify and hold harmless Advocate against all liability caused by the negligent act or omission or breach of obligation of Exhibitor, its employees, or agents.

Exhibitor assumes the risk of loss, damage, or destruction of Exhibitor's materials, tools, and property of any description and that of Exhibitor's employees or agents during the course of Exhibitor's occupancy and use of the exhibition premises or any part thereof.

Exhibitor shall indemnify and hold harmless the conference exhibit site, its owners, managers, officers or directors, agents, employees, subsidiaries, and affiliates from any damages or charges resulting from Exhibitor's negligent use of the property.

11. Inability to Perform
If Advocate should be prevented from holding the exhibit program by any cause beyond its control (such as fire, strike, Act of God, etc.), or cannot permit Exhibitor to occupy the space due to circumstances beyond its control, Advocate will refund Exhibitor the amount of rental paid, less a proportionate share of the exposition expenses. Advocate shall have no further obligation or liability to Exhibitor.

12. Amendments
These terms and conditions of this agreement have been formulated for the best interest of Exhibitor and Advocate. Advocate may amend this agreement to address any matters not covered by these terms and conditions at any time by reasonable notice. Any such amendments shall be binding upon all parties to this agreement. This signed agreement constitutes a contract between Advocate and Exhibitor. Any point not addressed in these terms and conditions is subject to the sole discretion of Advocate, whose decision shall be final.