

1. WHO MAY EXHIBIT – The exhibition is only for those companies offering products, equipment and services that are related to the case management profession and which have no outstanding payments due CMSA for other goods or services. CMSA reserves the right to determine eligibility of any applicant as an Exhibitor up to and including the dates of the show.

2. ASSIGNMENT OF EXHIBIT SPACE – Assignment of space will be made on a first-come, first-served basis. CMSA reserves the final decision and right, in the best interest of the Exhibit, to amend the floor plan, assign, or relocate selected space in areas other than that selected by Exhibitor.3.

3. EXHIBIT SPACE PAYMENT TERMS - Exhibit space pricing is provided during the space selection process. 50% of total amount is Required Deposit (must accompany all contracts submitted before January 24, 2020). 100% of total amount is due January 24, 2020 for Contracted Exhibitors and must accompany all new contracts submitted after January 24, 2020. In the event the Exhibitor cancels on or before January 24, 2020, all or part of the Exhibit space contracted for hereunder, the Exhibitor shall pay to the Producer a cancellation fee equal to 50% of all monies due. In the event the Exhibitor cancels after January 24, 2020, all or part of the Exhibit space contracted for hereunder, the Exhibitor shall pay to Producer a cancellation fee equal to 100% of all monies due.

4. EXHIBIT SPACE DELIVERABLES –Each exhibitor’s booth includes pipe & drape, one company ID sign, draped table and 1 waste receptacle and carpet in show colors. CMSA reserves the right to abbreviate any company names which are over 50 characters long on the ID sign; Exhibitors that wish to arrange for alternate carpet colors or furnishings may do so at their own expense and are not the responsibility of show management; Each 10x10 booth includes the following complimentary FULL conference passes with CEs: Ambassador 4, General Hall 3, Non-Profit 2; (see Section 8 for additional details); and one-time access to the pre-show attendee mailing list for one mailing to attendees (list does NOT include e-mails). Only one company name per booth will be listed on the booth sign or in onsite materials. Payment & application must be received within 10 days of verbal agreement, or space will be cancelled. Final payment due January 24, 2020. Booth pricing subject to change.

5. CANCELLATION – An Exhibitor may cancel or withdraw from the exhibit program subject to the following conditions:

- a. The Exhibitor shall provide written notice of intention to cancel or withdraw by January 24, 2020.
- b. In the event the Exhibitor cancels on or before January 24, 2020, all or part of the Exhibit space contracted for hereunder, the Exhibitor shall pay to the Producer a cancellation fee equal to 50% of all monies due.
- c. In the event the Exhibitor cancels after January 24, 2020, all or part of the Exhibit space contracted for hereunder, the Exhibitor shall pay to Producer a cancellation fee equal to 100% of all monies due.
- d. If any portion of the Exhibitor’s payment represents funds CMSA credited from the Exhibitor’s cancellation of a previous year’s conference, the Exhibitor shall not be entitled to a refund on such amounts.

6. HOLD HARMLESS CLAUSE – The Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damage to Exhibitor’s displays, equipment, and other property brought upon the exhibition premises and shall indemnify, defend and hold harmless The Boston Convention & Exhibition Center, CMSA, Fraser Imagineers, LLC, (CMSA’s conference management company), their respective officers, directors, employees, or agents from any and all such possible losses, damages and claims. (See also section 13). The terms of this provision shall survive the termination or expiration of this Agreement.

7. ARRANGEMENT OF EXHIBITS – Exhibit(s) shall be arranged so as to avoid obstructing the general view of the other exhibits in the Exhibition area. Exhibits must be self-contained within the booth area assigned, and chairs, furniture, or exhibit materials are NOT to be placed outside the booth area. Demonstrations are permitted only within the confines of the individual exhibitor’s booth. No interference with normal traffic flow and infringement of neighboring exhibits will be permitted. Exhibits shall be fully assembled, and boxes marked for storage 3 hours prior to hall opening event. Violations of this provision may result in additional costs to the exhibitor. Maximum height of booth permitted is eight feet. The full height of the back walls may extend from the back of the booth to three feet forward. Maximum height for the front seven feet of the exhibit booth shall not be higher than three feet. Peninsula booth maximum height is three feet. The layout of an Island booth will need to be approved by CMSA. Maximum island booth height is 16 feet unless otherwise approved by CMSA. Display material exposing an unfinished surface to neighboring booths is strictly prohibited. Nothing shall be posted, tacked, screwed, or otherwise attached to columns, walls, floors, or other parts of the facility or furniture. Exhibitor shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilation, or air conditioning systems or portions thereof, or to the public areas adjacent thereto, or to the street or sidewalks adjoining. Any changes required to protect the facility in the opinion of CMSA will be at the expense of the Exhibitor.

8. HOSPITALITY FUNCTIONS – Scheduling of private functions that include CMSA Conference attendees, regardless of location, over the course of the scheduled Conference dates MUST BE coordinated directly through CMSA. Additional fees apply. CMSA must approve all invitations and/or promotional materials that are sent to CMSA Conference attendees.

9. REGISTRATION – All visitors to the CMSA Conference and Expo must register in accordance with the rules of the Conference. Each 10x10 booth comes with complimentary passes. See section 3 for details. Additional full passes available for \$399.00. Set-Up Only Passes will be provided at no charge. All passes are to be used exclusively by exhibiting company employees (verification of such will be required). Children under the age of 16 will NOT be allowed on the floor. All attendees must register in order to enter the Exhibit Hall. No pets will be allowed on the floor unless certified service animals. Any outstanding balances on the Exhibitor Representative’s account will be the responsibility of and billed to the exhibiting company.

10. OBJECTIONABLE CONDUCT – CMSA reserves the right to reject or terminate exhibit privileges of any Exhibitor including personnel in whole or in part, which because of noise, conduct of personnel, method of operation, selling outside of the booth, materials, or for other causes which CMSA believes is not compatible with the purpose of the Conference and Exhibition,

or any other reason in the opinion of CMSA, without liability for any refunds or other expenses incurred.

11. COMPLIANCE WITH LAWS – Exhibitors shall bear responsibility for the compliance with any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, including the Policies, Rules and Regulations of the Boston Convention and Exhibition Center, regarding the installation, dismantle and operation of the exhibit. The Boston Convention & Exhibition Center information is included in the Exhibitor kit. Exhibitors choosing to sell items from their booth are required to obtain a Special Events License from both city and state. More information will be available on www.cmsa.org.

12. AMERICANS WITH DISABILITIES ACT – Exhibitor represents and warrants that its exhibit and product/service information shall comply with the Americans with Disabilities Act, its regulations and guidelines (collectively “ADA”). Exhibitors shall indemnify, defend and hold harmless CMSA, Fraser Imagineers, LLC, their respective directors, officers, employees and agents, and each of them, from and against any and all claims and expenses, including attorney’s fees and costs, arising out of or related to Exhibitor’s breach of this provision or noncompliance with any provision of the ADA.

13. EXHIBIT HOURS – In their own best interest, and for security, Exhibitors are encouraged to keep an attendant at their booths during all open hours. It is agreed that no Exhibitor will dismantle or remove any part of their exhibit prior to show closing. If an Exhibitor violates this provision, the Exhibitor will be fined up to \$500.

14. LIABILITY, INSURANCE AND WAIVER OF SUBROGATION – CMSA, Fraser Imagineers, LLC, and The Boston Convention & Exhibition Center shall not be held responsible for the safety of exhibits against fire, theft, or property damage, or for accidents to Exhibitors or their Employees, Agents, Volunteers and Attendees from any cause prior to, during or subsequent to the period covered by the exhibit contract. Exhibitors shall obtain, at their own expense, adequate insurance against any such injury, loss or damage. The Exhibitor waives the right of subrogation by its insurance carrier(s) to recover losses sustained under Exhibitor’s insurance contracts for real and personal property, except when CMSA, Fraser Imagineers, LLC or The Boston Convention & Exhibition Center has acted willfully or negligently. Exhibitor shall list CMSA and Fraser Imagineers, LLC, as additional insureds on its liability policies for the period beginning with installation of the booth through completion of move out. Further, Exhibitor shall indemnify, defend and hold harmless CMSA, Fraser Imagineers, LLC, their respective officers, directors, employees, and agents against and from any and all losses, costs, damages, liability, or expenses (including attorney’s fees) arising from or by reason of any accident, bodily injury, property damage, or other claims or occurrences to any person, including Exhibitor, its employees and agents, or any business invitees, arising out of or related to Exhibitor’s occupancy or use of the exhibition premises in The Boston Convention & Exhibition Center, including storage and parking areas. The terms of this provision shall survive the termination or expiration of this Agreement. CMSA makes no representation or warranty as to the attendance or overall success of the conference and, as such, shall have no liability to Exhibitor for damages relating to low attendance, the overall success of the show, or any other factors beyond the reasonable control of CMSA.

15. FORCE MAJEURE – Should events beyond the reasonable control of CMSA or The Boston Convention & Exhibition Center, such as acts of God, war, curtailment or interruption of transportation facilities, unavailability of facilities, threats or acts of terrorism or similar acts, disease, epidemic, State Department or other federal, state or local government agency travel advisory, civil disturbance, or any other cause beyond the parties' control, which, in the party's reasonable judgment, would tend to make it commercially unreasonable, illegal, or impossible for either party to perform its or their obligations under the Agreement as they relate to the Convention and Exhibition, such party may cancel the Exhibitor Agreement upon written or e-mail notice to the Exhibitor, without liability including return of exhibition fees in whole or part at CMSA's option.

16. DRESS OF ATTENDANTS – Costumes not regularly associated with the business and professional character of the conference must have the approval of CMSA.

17. SUBLEASING – Exhibitors may not sublet, sub-divide or assign their space, or to otherwise permit non-exhibitors to distribute materials in their space or any part thereof.

18. PHOTOGRAPHS/VIDEOTAPING – Fraser Imagineers, LLC, reserves the right to record video and take photographs for promotional and educational purposes.

19. ALCOHOLIC BEVERAGES – Exhibitors will not be permitted to sell, serve, or give away alcoholic beverages in the exhibit hall.

20. CONSUMABLE ITEMS – All consumable items must be approved through The Boston Convention & Exhibition Center.

21. COPYRIGHTED WORKS - Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc., which may be required for it to broadcast, perform, or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend and hold harmless CMSA, Fraser Imagineers, LLC, its directors, officers, employees and agents, and each of them, from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision. The terms of this provision shall survive the termination or expiration of this Agreement.

22. SMOKING – Smoking will not be allowed in the conference sessions or exhibit hall.

23. UNION RULES – Exhibitors must comply with Union rules as listed in the Exhibitor kit as provided by the official service contractor.

24. SERVICE CONTRACTOR – All costs of shipping, cartage and handling are to be borne by the Exhibitor. The service contractor selected by CMSA will handle the drayage from the drayage warehouse to the Exhibitor's booth; remove crates and empty cartons; return them at the end of the show; deliver packed goods to the loading dock of The Boston Convention & Exhibition Center; and load the items onto transport vehicles. All additional services not listed in section 3 of this contract and required by Exhibitors should be ordered direct from the service contractor. Each

Exhibitor may download from the service contractor's website, the appropriate order forms. These additional services are not part of this agreement and must be ordered separately. If an Exhibitor Appointed Contractor (EAC) is used other than the official decorator, the contracted company must furnish a certificate of insurance to CMSA and to the service contractor no later than March 20, 2020, or the Exhibitor will be required to use the official decorator of the show. The exhibiting company accepts all responsibility for EAC's actions or omissions that causes damage or injury, and shall hold CMSA harmless from any liability. To facilitate movement in and out of the Exhibit Hall and to ensure proper delivery, it is essential that all shipments by the Exhibitor be consigned to arrive no later than the date designated by the service contractor. The Boston Convention & Exhibition Center has no facilities for receiving or storing advanced shipments. Therefore, all shipments which must arrive earlier than move-in day should be consigned to the warehouse address of the exhibit contractor. In the receipt, handling, care of, custody of, property of, and any kind shipped or otherwise delivered to the Exhibition, either prior to, during or subsequent to the use of the exhibit space by Exhibitor, CMSA, Fraser Imagineers, LLC, and its officers, agents, and employees shall not be liable for any loss, damage or injury to such property.

25. CHANGES – CMSA reserves the right to make any changes in the rules necessary to ensure the health and safety of those in attendance, the significance of the exhibition and harmony of operation. Exhibitors will be advised of any such changes by bulletin or e-mail.

26. COMMUNICATION – All conference correspondence will be made through e-mail or cell phone, text, or recorded messaging. A valid e-mail address or cell phone number is required. This information will be requested from each person during online Exhibitor Registration. Your information will only be used by CMSA and its agents as needed to communicate conference-related information and notifications. Data and text charges may apply.

27. VIOLATIONS – Violations of any of these Rules and Regulations on the part of Exhibitor, its employees, or agents shall, at the option of CMSA, constitute cause for CMSA to terminate this Agreement, expel Exhibitor from the show, and Exhibitor shall forfeit all fees paid to CMSA. All decisions of CMSA and Fraser Imagineers, LLC are final.

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