Sponsor/Exhibitor Specifications and Booth Guidelines MHA 97th Annual Convention & Trade Show • Nov. 6-8, 2019

1. PURPOSE

The Annual Convention & Trade Show is sponsored by the Missouri Hospital Association, a not-for-profit corporation. The Annual Convention & Trade Show provides educational services to the health care field, its personnel and related associations; offers a forum encouraging the exchange of current information on health-related issues, services, skills and technology; and promotes effective communication between health care providers and suppliers.

2. EXHIBIT DATES AND TIMES

FIFTH LEVEL, TAN-TAR-A CONFERENCE CENTER — The exhibit area will be open to attendees according to the following schedule.

Wednesday, Nov. 6, 2019

- 3:30 to 5:30 p.m. "Meet and Mingle" open to everyone light refreshments served
- 5 p.m. MHA prize drawing winners announced/posted

Thursday, Nov. 7, 2019

- 8 a.m. Meet the MHA Board and Leadership Team Breakfast — by invitation only
- 8:45 a.m. to Noon Open to everyone/dedicated time for MHA personal membership groups light refreshments served
- 11:15 a.m. All prize drawing winners announced/ posted

3. GENERAL

The word "association" shall mean the Missouri Hospital Association, its officers, committees, agents or employees acting for it in the management of the Annual Convention & Trade Show. The association shall have full power in the interpretation and enforcement of all rules and guidelines governing exhibitors, sponsors and advertisers. All matters and questions not governed by the guidelines shall be subject to the final judgment and decision of the association. These specifications and guidelines may be amended at any time upon written notice by the association to such exhibitors, sponsors and advertisers as may be affected by them. The Sponsor/Exhibitor/Advertiser Contract, when properly executed, shall be a binding agreement between the Missouri Hospital Association and the exhibitor.

4. ELIGIBILITY

The association reserves the right to determine the eligibility of any exhibitor, sponsor and advertiser for inclusion in its Annual Convention & Trade Show. The acceptance of booth space, advertisement or sponsorship does not carry the association's endorsement of the exhibitor's products and/or services. Exhibit booth and exhibitor's promotional materials are subject to the approval of the association. Representatives of nonexhibiting firms will not be permitted to enter the Exhibit Hall or to attend the Annual Convention & Trade Show without payment of registration fees.

5. SPONSOR/EXHIBITOR CONTRACT

Applications for booth space, sponsorship or advertising are submitted on the Sponsor/Exhibitor Contract. No telephone reservations will be accepted. Upon acceptance, a copy of the agreement will be returned to each sponsor or exhibitor and will serve as a record of commitment. Each sponsor or exhibitor represented at the Annual Convention & Trade Show must contract for space in the Exhibit Hall or as an advertiser in the program book.

6. PROMOTIONAL ERRORS

MHA will make every effort to ensure the accuracy and completeness of all promotional materials. Notwithstanding the foregoing, the association will not be liable for any errors or omissions in the attendee list(s), website or other promotional materials.

7. SPACE ASSIGNMENT

Booths are allocated based on criteria established solely by the association. The criteria include preference of the exhibitor, number of spaces requested, date of receipt and acceptance of the Sponsor/Exhibitor Contract, the dispersion of similar exhibits and previous participation. Every effort will be made to assign the booth space requested or the next closest location; however, the final assignment of all booths is at the sole discretion of the association.

Advertisements are placed based on criteria established solely by the association. The criteria may include preference of the advertiser, layout of the promotional materials, date of receipt and acceptance of Sponsor/Exhibitor Contract and previous participation.

8. PAYMENT

Full payment is required with all requests. Fees must be paid in full on or before July 19, 2019, to ensure that the exhibitor's name is included in the program book. Exhibitors will not be allowed to occupy assigned space until all monies due to the association are paid in full.

9. REFUNDS FOR CANCELLATION

If written notice of cancellation is received by the association on or before July 19, 2019, a full refund minus a \$100 administrative fee will be made. If a written cancellation notice is received after July 19, 2019, no refund will be made, and the outstanding balance will be due to the association. The association assumes no responsibility for having included the name of the cancelled exhibitor in materials related to the Annual Convention & Trade Show.

All advertising content must be received by the association on or before July 19, 2019. In the event the advertiser fails to submit the advertising content by this date, the advertisement will be considered forfeited, and the association will be without obligation to provide a refund whatsoever.

Any exhibitor space not occupied by 2 p.m. Wednesday, Nov. 6, 2019, shall revert to the association and may be resold or reassigned by the association without obligation on the part of the association for any refund whatsoever.

10. SUBLETTING OF SPACE

Exhibitors may not assign, sublet or in any other manner transfer the whole or any part of space assigned to them and may not advertise or display products and/or services other than those manufactured or sold by them in the regular course of their business. Spaces can be subdivided only if companies are subsidiaries of the exhibitor.

11. BOOTH SIZE AND EQUIPMENT

Most exhibit booths are 8' deep x 10' wide x 8' tall. Booths 7' 6" are indicated. Space assignment shall not be less than one booth. Standard booth equipment includes draperies assembled on polished aluminum stanchions and telescopic crossbars, a 6' x 30" table with cloth, two chairs, one wastebasket, an 8' high back wall (subject to standards for displays in Section 19) and 3' high side rail dividers. A sign bearing the name of the exhibiting firm will be furnished at no charge. Electricity and additional equipment needed must be ordered through Tan-Tar-A Resort at least 14 days in advance.

Special Visual and Sound Effects — Audiovisual equipment and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as, in the opinion of the association, does not interfere with the activities of neighboring exhibitors. Audiovisual effects of purely entertainment character without educational or informative value will not be permitted. Irregular Activities - All business activities of the exhibitor must be within the exhibitor's allocated exhibit space. Exhibitors are encouraged to offer giveaways or prize drawings at their booths to create networking opportunities with prospects. Exhibitors are responsible for drawing and distribution of all giveaways. Exhibitor advertising collaterals only may be distributed within the exhibit booth and may not be distributed elsewhere in the Annual Convention & Trade Show facilities. In keeping with the nature of a professional meeting, all promotional materials must conform to the purposes set forth in these Specifications and Guidelines. MHA reserves the right to remove and/or restrict the use or dissemination of any promotional methods and materials deemed, in its discretion, undignified, offensive, objectionable, inappropriate or political in nature. To ensure the quality of the convention, any uncommon promotional techniques should have prior association approval. Exhibitors agree that any promotional activities associated with the use of any attendee list provided by MHA shall conform to these requirements.

All food and beverages are controlled by an exclusive agreement with Tan-Tar-A Resort. If samples of these items are to be part of the exhibit, approval from the association is required. Where food products are permitted to be served, the preparation of such foods cannot cause odors considered to be offensive or objectionable to other exhibitors or registrants.

12. CONTRACTORS' SERVICES

The association has selected certain firms to serve as official contractors to provide various services to exhibitors. Contractor services include shipping and drayage, labor for assembling and dismantling, electrical work, furniture, etc. All contractor services must be provided by the official contractors selected by the association. An Exhibitors' Service Desk will be maintained on the exhibit floor to facilitate service requests from exhibitors. Payment for services provided to the exhibitors by the official contractor(s) is the responsibility of the respective exhibitors. All services not ordered before Oct. 31, 2019, must be procured through the Exhibitors' Service Desk.

13. EXHIBITOR HOUSING

For lodging information, contact Tan-Tar-A Resort at 573/348-3131.

14. DELIVERY OF EXHIBIT MATERIAL

Each exhibitor will be responsible for the delivery of its equipment and/or display material to the Exhibit Hall and for the removal of equipment and/or display material from the Exhibit Hall. The association shall control all traffic in and out of the exhibit areas to minimize congestion.

15. EXHIBIT INSTALLATION

Exhibit installation on the fifth level will start at 8 a.m. Wednesday, Nov. 6, 2019. Exhibitors' displays must be complete by 2 p.m. Wednesday, Nov. 6, 2019. If installation of any exhibit has not started by 11 a.m. Wednesday, Nov. 6, 2019, the association shall order the exhibit to be assembled. The exhibitor will be billed and is liable for all charges incurred.

16. COMBUSTIBLE MATERIALS

No combustible materials, such as crepe paper, tissue paper, cardboard or corrugated paper, shall be used. All packing containers, excelsior and wrapping paper are to be removed from the floor and must not be stored under tables or behind displays. All drapes or any other decorations must be able to stand a flameproof test before being taken into the exhibit area to the extent that such materials will pass inspection by the Osage Beach Fire Department.

17. SHIPPING AND STORAGE

Tan-Tar-A Conference Center will not accept storage shipments. Arrangements have been made with a local vendor to accept shipments for storage one month before Nov. 6, 2019. All shipments must be sent PREPAID. Shipments will be delivered to the assigned booth space when the displays are set up.

18. DISMANTLING AND REMOVING EXHIBITS

All exhibits must remain intact until Noon Thursday, Nov. 7, 2019, and may not be dismantled or removed before that hour. All exhibits must be dismantled, packed and ready for removal by 2 p.m. Thursday, Nov. 7, 2019. Exhibitors are responsible for making arrangements for prompt pickup of all outbound shipments. The official drayage contractor will be available to assist exhibitors. All freight not removed by 2 p.m. Thursday, Nov. 7, 2019, will be shipped by the carrier selected by the official drayage contractor. The exhibitor will be billed and is liable for all charges incurred.

19. BOOTH CONSTRUCTION AND DESIGN

All exposed parts of the display must be satisfactory to the association.

STANDARDS FOR DISPLAYS — The official booth height is 7' 6" at the lowest point. No part of any display, except products of the exhibitor, may extend above the official booth height of 7' 6". No vertical distraction 7' 6" or more in height may extend more than 5' from the back wall, and nothing more than 3' shall extend forward from the remaining space to the front of the booth. Corporate identification copy will not be permitted on the exposed area that is adjacent to a neighboring exhibit. All exhibits must conform to the size of the space and must not be of such character or arrangement to obstruct the view or interfere with other exhibits. All exposed material, including signage, shall be within the confines of the official booth space.

SPECIAL — Area displays, island displays, etc., will be permitted within the confines of the booth space. Corporate identification copy is permitted on all open aisles. Exhibitors are free to use convention exhibits with or without back walls so long as they are not objectionable to other exhibitors and/ or the association. If ceilings are used, construction must be designed in accordance with fire regulations as prescribed by the Osage Beach Fire Department.

20. LABOR REGULATIONS

Exhibitors may use their own employees for the installation and dismantling of exhibits. If an exhibitor does not use its own employees to install and dismantle the exhibit, said labor shall be provided by the official contractor(s).

21. CARE OF EXHIBIT SPACE

The association will arrange for the sweeping of aisles and booth space. The exhibitor shall keep the space occupied in good order. Exhibitors may not place anything in the aisles while the exhibit is open.

22. EXHIBITORS' REPRESENTATIVES

Exhibitors must name one person to be its representative in connection with the installation, operation and removal of the exhibit. This representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. Each exhibitor must keep an attendant in its booth(s) during the hours designated as official exhibiting hours. No more than four representatives for each 80 square feet of space shall be allowed. Representatives are defined as individuals who receive commission, brokerage or salary from the exhibiting firm and must be so certified. Excluded from this category are representatives who maintain and own inventories of merchandise for resale. Such people are considered to be dealers and must purchase exhibit space to be admitted to the exhibit floor.

23. EXHIBITOR REGISTRATION

Exhibitors may register in advance using the MHA convention registration form. On-site registration will be conducted at the MHA Registration Desk. The official registration badge must be worn whenever the exhibitor is in the Exhibit Hall. The association reserves the right to confirm any additions or changes in registration made during the convention with an officer of the exhibiting firm or by the person in charge of the firm's booth space. Exhibitors' badges are personal and not transferable.

24. CANVASSING BY NON-EXHIBITORS

Admission to the exhibits is limited to individuals, businesses, manufacturers and dealers who have contracted and paid for space assignments. No other persons will be permitted access to the Annual Convention & Trade Show facilities for the purpose of demonstrating their products, distributing advertising material or material for any other purpose. Any violation of this rule will be followed by prompt ejection of the offending persons.

25. CONDUCT OF EXHIBITORS

The purpose of the association's Exhibit Hall is to educate health care professionals about the use and availability of products, equipment and services. This does not preclude the stimulation by exhibitors of interest in and demand for such products and services on the exhibit floor. ACTUAL SELLING OR ORDER-TAKING EXPRESSLY IS PROHIBITED.

26. SECURITY

Twenty-four hour guard service will be provided by the association for the duration of the Annual Convention & Trade Show, including the installation and dismantling periods. The association is not responsible for loss or damage to the exhibitor for any cause, and the association urges the exhibitor to exercise precautions to discourage damage or loss to the exhibit. THEFT AND FIRE INSURANCE FLOATER POLICIES ARE HIGHLY RECOMMENDED. SMALL OR PORTABLE ARTICLES OF VALUE SHOULD BE SECURED PROPERLY OR REMOVED AFTER EXHIBIT HOURS AND PLACED IN SAFEKEEPING. THE MISSOURI HOSPITAL ASSOCIATION'S INSURANCE POLICIES DO NOT PROVIDE ANY COVERAGE FOR THE PROTECTION OF EXHIBITORS.

27. LIABILITY

The exhibitor assumes the entire responsibility and liability for all losses, damages and claims arising out of exhibitor's actions on the premises of Tan-Tar-A Resort and will indemnify, defend and hold harmless the hotel, its owner and its management company, and the association, as well as their respective agents, servants and employees from any and all such losses, damages or claims caused by exhibitor. Exhibitors shall obey all federal, state and municipal laws and ordinances applicable to their own exhibits and the conduct of their activities therein and on the premises of Tan-Tar-A Resort. Each exhibitor is required to be covered by public liability insurance in the amounts of \$1 million for injury to each person, \$1 million for each occurrence and \$100,000 for property damage to protect against possible claims arising out of the operation of its booth. The exhibitor expressly understands and agrees to the foregoing limitation of liability clauses. The exhibitor also understands and agrees that each clause applies not only during the exhibit hours but also at all other hours of each day for the period extending from the commencement of installation until the final removal of all the exhibitor's property and personnel from Tan-Tar-A Resort and to any latent or contingent damage, injuries or liability arising or discovered at a later date as the result of or arising out of the exhibitor's actions. The association, its subcontractors and Tan-Tar-A Resort will not be responsible to any degree whatsoever for any ill effects caused any person or group of persons in attendance before, during and after the close of the Annual Convention & Trade Show for any sample drugs, medicines, food or beverages taken orally or by other means given them by exhibitor representatives.

28. PROPERTY DAMAGE

Exhibitors are liable for any damage caused by exhibitor fastening displays or fixtures to the building floors, walls or to the standard booth equipment or for damages caused in any other manner. Exhibitors may not apply paint, lacquer, adhesive or any other coating to building walls, floors or to standard booth equipment.

29. CANCELLATION OF ANNUAL CONVENTION & TRADE SHOW

If for any reason whatsoever the association is prevented from holding the Annual Convention & Trade Show, the association shall not be held liable for any expenses incurred by the exhibitor except for the refund of money previously paid to the association.

30. HOSPITALITY AND SOCIAL FUNCTIONS

Hospitality functions sponsored by exhibitors must be scheduled at a time or place where they will not conflict with official activities scheduled by the association. Exhibitors wishing to sponsor the Annual Convention & Trade Show, will have their booth rental fees waived. For more information, contact Gwen Pelzer, MHA exhibit hall manager, at 573/893-3700, ext. 1335 or *gpelzer@mhanet.com*.

31. RULES AS PART OF CONTRACT

These rules and guidelines are to be considered as a part of all exhibitor contracts. The association reserves the right to interpret them, as well as to make final decisions on all points that the rules and guidelines do not cover.