

## Exhibitor Agreement

Course # **CM-X14**

Course: **Advances in Cardiometabolic Health: A Primary Care Summit**  
Location: **The Seaport Hotel and World Trade Center, Boston, MA**  
Dates: **CONFERENCE: June 19–21, 2014 EXHIBITS: June 19–20, 2014 (Set-up June 18, 2014)**

Company Name: \_\_\_\_\_  
Headquarters Address: \_\_\_\_\_  
Headquarters Phone: \_\_\_\_\_ Federal Tax I.D.: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

### Representative(s) Attending Exhibit:

Name: _____	Name: _____
Address: _____	Address: _____
City: _____ State: ____ Zip: _____	City: _____ State: ____ Zip: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

### Exhibit set-up information should be sent to:

### Materials to be displayed in your booth:

Name: _____	_____
Address: _____	_____
City: _____ State: ____ Zip: _____	_____
Phone: _____	<b>Electricity needed for booth? <input type="checkbox"/> YES <input type="checkbox"/> NO</b>
Email: _____	If yes: _____ Required Voltage _____ Total Amps

**EXHIBIT FEES:** \$2,000 per table x \_\_\_\_ table(s) = \$ \_\_\_\_\_ total exhibit fee

Includes 6-foot tabletop(s) in assigned exhibit area outside of the educational activity space, two chairs, two exhibitor badges (per table) for company personnel, and internet access throughout the event. Exhibitor badge enables admission to educational program. (See item 1 next page for terms and conditions.)

**PLEASE NOTE: Exhibitors are solely responsible for shipping their materials to and from the event and for the cost of electricity ordered for the tabletop. Instructions will be sent in a confirming email once payment is received. Grant and in-kind support are independent and separate from exhibitor support.**

For checks, please make payable and send with this form to:

**Joslin Diabetes Center (Tax ID# 04-2203836)**  
Professional Education  
1 Joslin Place  
Boston, MA 02115  
Attn: Ed Simeone  
*Please reference in memo field: CM-X14*

Your signature on this Exhibitor Agreement binds you to the Terms and Conditions of Use attached herein by reference.

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

Print Name: \_\_\_\_\_

## Exhibitor Agreement: Terms and Conditions of Use

In consideration of the mutual promises and covenants contained herein, Joslin Diabetes Center (CENTER) and Company agrees as follows:

1. **Exhibit Space.** CENTER shall provide an exhibit space at the site specified for the fees associated with such exhibit space as listed on preceding page. Company representatives shall not engage in any question and answer portion of the activity at which Company is exhibiting, and shall conform in all respects with the ACCME and Pharma Code on interactions with healthcare professionals and all other applicable regulations and rules.
2. **Waiver/Indemnity.** Company hereby agrees and represents that use of the Exhibitor space shall be undertaken at its own risk and that CENTER, its officers, agents, and employees shall not be liable for any claims, damages, injuries, actions, or causes of actions whatsoever, to the Company, or to the Company property, or to the executors, heirs, or assigns of the employees or agents of Company, arising out of or connected with the use of the Exhibitor space, and the Company shall take no action against CENTER, its officers, agents, and employees for any cause of action related to the use of this Exhibitor space. Company shall indemnify, defend, and hold harmless the CENTER officers and employees and shall defend same against and hold harmless from any allegations, claims, actions, suits, loss, damages, fines, penalties, and costs (including, but not limited to, attorneys fees) arising out of or relating to the Company's use of the Exhibit space. If any settlement requires an affirmative obligation of, results in any ongoing liability to, or prejudices or detrimentally impacts CENTER in any way, then such settlement shall require CENTER's prior written consent. CENTER may elect to have its own counsel in attendance at all proceedings.
3. **No Warranty.** CENTER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXHIBIT SPACE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR USE OR TITLE. FURTHER, CENTER DOES NOT MAKE ANY WARRANTY FOR ANY THIRD PARTY RELATED TO, WITHOUT LIMITATION, THE SITE OR THE EXHIBIT SPACE.
4. **Force Majeure.** Neither party will be liable for any delay in performance hereunder if such delay is due to causes beyond the reasonable control of such party. Such causes will include, without limitation, fires, floods, strikes or other labor disputes, war, criminal disturbances, power failure, acts of God, and restrictions imposed by any governmental agency. In the event such delay or nonperformance extends beyond thirty (30) days, either party may, at its option, cancel any portion of this Agreement and/or extend any date upon which any performance is due, and neither party will assess any damages against the delaying party in such event.
5. **Publicity and Use of Name.** Company shall not use the name, likeness, or trademarks of CENTER for any reason, including but not limited to advertising, marketing, media communications, or endorsement purposes without the prior written consent of CENTER for each such use.
6. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of Massachusetts, without regard to conflicts of laws provisions, and any legal action concerning the provisions hereof shall be brought in the courts sitting in the Commonwealth of Massachusetts.
7. **Changes in Law.** The parties recognize that the law and regulations may change or may be clarified, including in relation to certification and/or accreditation, and that terms of this Agreement may need to be revised, on advice of counsel, in order to remain in compliance with such changes or clarifications, and the parties agree to negotiate in good faith revisions to the term or terms that cause the potential or actual violation or noncompliance. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days' written notice to the other party, or earlier if necessary to prevent noncompliance with a deadline or effective date.
8. **Cancellation and Refund Policy.** CENTER shall not refund any fees paid under this Agreement if the Company cancels or does not use the Exhibit space.
9. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written agreement signed by both parties hereto.
10. For purposes of this Agreement, the parties intend and agree that a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Agreement and shall be given the same force and effect.