



TERMS AND CONDITIONS

This Contract for Exhibit Space ("Contract") along with the [Policies and Procedures for Exhibiting Companies](#), which is furnished to each exhibiting company ("Exhibitor") in advance of the show, contains the entire agreement between the Exhibitor and the Drug Information Association ("DIA"). The DIA 2020 Global Annual Meeting to be held June 14-18, 2020, at the Walter E. Washington Convention Center in Washington, DC ("Event") is owned and managed by DIA.

1. Eligible Exhibits: DIA reserves the right to determine eligibility of any company or product to participate in the show at any time. DIA may refuse to accept an application for rental of exhibit space from, or terminate an already executed contract with, any company determined by DIA to be in competition with DIA or whose goods and/or services are not in its sole discretion, compatible with and complementary to the show, Annual Meeting, membership, or the industry. In the event of such termination or refusal, DIA shall refund, in full, all payments, including deposits, which it may have received from the Exhibitor.

2. Booth Assignments: DIA will make booth assignments upon receipt of a signed Application and Contract for Exhibit Space. DIA will make a good faith effort to assign the Exhibitor a booth that conforms to the Exhibitor's booth selection, size, and location criteria, including proximity to other companies, as indicated by the Exhibitor in its Application. Notwithstanding the above, DIA retains sole discretion to assign exhibit space and may change the original allocation of space by notification to the Exhibitor's authorized representative.

3. Exhibit Space Fee: The DIA exhibit space fees are outlined on the [DIA 2020 Website](#).

4. Payment: A minimum of 50% of exhibit space fees will accompany this Application and Contract if submitted between June 27, 2019, and January 31, 2020. Full payment for Applications and Contracts submitted between June 27, 2019, and January 31, 2020 is required **on or before January 31, 2020**. Full payment must accompany Applications and Contracts if submitted after January 31, 2020. Balances outstanding for more than 90 days from initial invoice will be subject for review, and contracted space may be forcibly cancelled by DIA. Any applicable cancellation fees will apply. No Exhibitor will be allowed to participate in the show unless payment in full is received prior to the start of the Event.

5. Cancellations: Exhibitors who request to withdraw as an Exhibitor from the Event shall be assessed a cancellation penalty. Cancellation penalties are based on the total amount of booth space reserved by the Exhibitor. Exhibitors who request to reduce the amount of booth space reserved shall be assessed a downsizing penalty. Downsizing penalties are based on the total amount of booth space released by the Exhibitor. Cancellation and downsizing penalties will be assessed regardless of payment being made or not. Any refund due will be processed once cancellation penalties have been paid.

Cancellation/Downsizing fees are non-transferrable. Cancellations/Downsizing requests MUST be in writing and may be emailed to: DIA@smithbucklin.com.

Cancellation/Downsizing fees will be assessed as follows:
Cancellation/Downsizing Notifications received on or before August 2, 2019 = No cancellation/downsizing penalty assessed.
Cancellation/Downsizing Notifications received August 3, 2019 - January 31, 2020 = Exhibitors shall pay 50% of the reserved/released Exhibit Space Fee as penalty.
Cancellation/Downsizing Notifications received after January 31, 2020 = Exhibitors shall pay 100% of the reserved Exhibit Space Fee and subject to NO REFUND.

6. Use of Space:

A. Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them nor shall they exhibit or permit to be exhibited in their space any products or advertising materials which are not a part of their own regular products, or which are not compatible with the purpose and/or character of the DIA Global Meeting as determined by DIA in its sole discretion.

B. No Exhibitor is permitted to display or distribute literature or any promotion outside the confines of the assigned exhibit space. Distribution or display of promotional material in public areas of the Walter E. Washington Convention Center or session rooms is strictly prohibited. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by DIA. DIA also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by DIA as not suitable for display at the DIA 2020 Global Annual Meeting.

C. DIA reserves the right to control all suites and meeting rooms in the Walter E. Washington Convention Center and in those hotels participating in the DIA housing block. Suites and meeting rooms are assigned on a first-come, first-served basis. These controls have already been set up with each property. The [Meeting/Function Space Application](#) is included in the Exhibitor Services Manual to submit requests for function space, including meeting and hospitality rooms. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during show hours. No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of DIA Global Meeting are not permitted.

D. Exhibitors are prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price) of another company.

E. No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.

F. Distribution by Exhibitors, or their agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.

G. Any special promotions, music or stunts planned for the floor are subject to DIA's prior, written approval. DIA reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.

H. DIA allows drawings, games of chance and raffles on the floor. Exhibitors, however, are solely responsible for abiding by all District of Columbia statutes regarding various drawings, games of chance and raffles.

I. No animals are permitted in the Exhibit Hall other than service animals.

J. Exhibitors must abide by all of the General Policies, Rules, and Regulations of the Walter E. Washington Convention Center, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitors in March. The Walter E. Washington Convention Center has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

K. All Exhibitors shall be responsible for compliance with the Americans with Disabilities Act. The Exhibitor shall hold DIA, as well as DIA's directors, officers, members, employees, agents or subcontractors harmless from any consequences of Exhibitor's failure in this regard.

L. Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

M. Helium or other compressed gas tanks are not stored on the floor. Secure storage outside the facility must be arranged through the Walter E. Washington Convention Center. All lighter-than-air display items must be tethered and are considered part of the overall booth components. All items must be removed from the Walter E. Washington Convention Center at the close of the event. The Walter E. Washington Convention Center will assess a fee for retrieving any escaped lighter-than-air objects. Any Exhibitor wishing to display a lighter-than-air object must fill out an agreement with the Walter E. Washington Convention Center. Refusal to do so will result in the removal of the object from the facility at the Exhibitor's expense.

N. Standing on chairs, tables or other rental furniture is prohibited. The furniture is not engineered to support standing weight.

O. Exhibitors, at DIA's discretion, are prohibited from taking videos and photographs of any booths on the floor, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. Registration and attendance at or participation in the DIA 2020 Global Meeting, and other activities, constitutes an agreement by the Exhibitor on behalf of its employees, agents and contractors to DIA's use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

P. Music at any function held in conjunction with this show is subject to applicable copyright and licensing fees charged by ASCAP and/or BMI. It is the sole responsibility of the Exhibitor to pay applicable fees. For more information about licensing fees, visit www.ascap.com or www.bmi.com.

Q. Set-up of exhibits begins in the Walter E. Washington Convention Center at 8:00 a.m., Saturday, June 13, 2020. If an exhibit is not set-up by 6:00 p.m., Sunday, June 14, 2020, DIA reserves the right to re-assign such space to another Exhibitor or to make such other use of the space as deemed necessary or appropriate. DIA reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. No refund will be made to the original contracting Exhibitor. DIA reserves the right to modify hours, in which case all Exhibitors will be notified.



DIA 2020

GLOBAL ANNUAL MEETING
WASHINGTON, DC | JUNE 14-18

APPLICATION AND CONTRACT FOR EXHIBIT SPACE

Meeting: June 14-18
Exhibition: June 15-17
Installation: June 13-14
DIAglobal.org | #DIA2020

TERMS AND CONDITIONS

7. Character of Exhibits: DIA provides aisle carpeting in main and cross aisles and general security in the exposition beginning with Exhibitor set-up and concluding after all show freight has been removed from the floor. Standard in-line booths may not exceed a back wall height of 8' and no part of the exhibit or equipment may exceed a height of 4' in the front half of the booth. All signs must be one sided only and must be set back within the Exhibitor's space so as not to detract from the overall impact of the exhibit that is directly adjacent. All island booths are restricted to a height of 20'. No exhibit is permitted to obstruct the view of nearby booths. Hanging signs are only permitted over island booths and must remain within the footprint of the booth space. Requests to deviate from these guidelines must be submitted in writing to DIA for approval prior to set-up. DIA reserves the right to direct revisions, at Exhibitor expense, of any exhibit that does not comply with these guidelines. Apart from the specific exhibit space for which an Exhibitor has contracted with DIA, no part of the Walter E. Washington Convention Center, its grounds or surrounding grounds, may be used by any organization other than DIA for display purposes of any kind or nature without the express written permission of DIA. Exhibitor brand or company logos, signs and/or trademark displays will be limited to the Event only.

8. Fire Regulations:

A. All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Walter E. Washington Convention Center and the District of Columbia Fire Marshal.

B. Any Exhibitor having equipment that produces heat, smoke or open flames as an integral part of product demonstration must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Such Exhibitors must receive written approval of plans from the Walter E. Washington Convention Center, the District of Columbia Fire Marshal and from DIA. A heat producing device form to request approval from the Walter E. Washington Convention Center is included in the Exhibitor Services Manual.

C. A complete list of all fire regulations is included in the Exhibitor Services Manual. The District of Columbia Fire Marshal has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

9. Exhibitor Liability, Indemnification and Insurance:

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the floor and on the floor. Neither DIA, its directors, officers, members, employees, agents, subcontractors nor management of the Show Floor (hereinafter "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause.

D. EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST DIA OR ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

Exhibitor agrees that it will indemnify, defend and hold Show Management, DIA, their respective officers, directors, members, employees, agents and each of them, harmless from and against a) Exhibitor's performance or breach of this Contract including acts of its employees, agents and contractors; b) Exhibitor's failure to comply with applicable laws, regulations and ordinances; and c) All claims on

account of injury to any person or property to the extent that any such injury was caused wholly or in part by an act or omission of Exhibitor or any of its agents, employees, subcontractors, guests, licensees or invitees.

Exhibitors are required to maintain and provide a certificate of insurance evidencing the following:

1. General liability with limits not less than \$1M per occurrence, \$2M aggregate
2. Owned (if applicable), hired and nonowned auto liability with limits not less than \$1M per occurrence
3. Workers' compensation with state statutory limits
4. Employer's liability with limits not less than \$500k/\$500k/\$500k
5. Commercial umbrella liability with limits not less than \$1M
6. Personal property and equipment on a special form replacement cost basis

DIA, SmithBucklin Corporation, the Walter E. Washington Convention Center, and Freeman are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies.

All carriers are to maintain an A.M. Best rating of not less than A-VII. Exhibitors will not be permitted to set up their booth without submitting the proper certificates. Certificates should be sent to:

DIA
ATTN: Exhibits Manager
330 N. Wabash Ave., Ste. 2020
Chicago, IL 60611
DIA@SmithBucklin.com

10. Show Attendees and Exhibit Staff: Admission to the exposition will be available only to registered attendees and Exhibitor staff who are at least 18 years of age. Proof of age may be required to obtain entrance into the Event. This policy is in effect to address safety/liability concerns as well as to ensure the DIA event is an exceptional professional development and learning opportunity for its attendees and participants who have a vested interest in the content and learning taking place. Additionally, as sessions are frequently at capacity, this policy helps ensure that paid attendees have access to event content to the fullest extent possible. DIA makes reasonable attempts to attract high quality attendees to its Event, but does not guarantee specific volumes of traffic or levels of qualification. Traffic at any given booth is a function of the particular exhibit and not the responsibility of DIA.

11. Security: Exhibitors are responsible for security of their exhibit and its contents. Security personnel contracted directly by DIA are intended primarily for crowd control and credentials verification. Exhibitors are encouraged to budget and make security arrangements for sensitive or valuable items. DIA is not responsible for the security of Exhibitors' property. Protection, both security and insurance coverage, of Exhibitors' property is the sole responsibility of the Exhibitor.

12. Failure to Hold Show: Should fire, hurricane, earthquake, flood, strikes, civil disturbance, Acts of God, political or social boycott, or any other circumstances beyond the control of the DIA or the Walter E. Washington Convention Center make it illegal, impossible, commercially impractical, or

inadvisable to hold the show at the scheduled time, DIA may postpone or cancel its show and DIA shall retain such part of the Exhibitor's exhibit fees as shall be required to compensate DIA for reasonable expenses incurred up to the time of such postponement or cancellation. All remaining exhibit fees shall be refunded. If an event is cancelled, DIA is not responsible for any airfare, hotel or other costs incurred by Exhibitors. In no event shall DIA be liable for indirect, special, or consequential damages.

13. Amendment of Rules: DIA reserves the right to amend and enforce these Terms and Conditions. Written notice of any amendments shall be given to each affected Exhibitor. Each Exhibitor, for itself, its agents and employees, agrees to abide by all Terms and Conditions set forth therein, or by any subsequent amendments. DIA reserves the sole right to interpret these Terms and Conditions. All interpretations are final.

14. Enforcements/Miscellaneous:

A. Any Exhibitor not abiding by any of the DIA Terms and Conditions, including violation of booth construction/height rules, may, at the discretion of DIA, be required to modify their booth at their sole cost, and/or lose part or all of their priority points, and may entirely lose the privilege of exhibiting in future DIA events.

B. This Contract is governed by District of Columbia law and the Exhibitor consents to the exclusive jurisdiction of the District of Columbia courts, with respect to any action arising out of this contract or the DIA Global Meeting. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

C. This Contract will be binding on the Exhibitor's heirs, successors and assigns.

15. Limitation of Liability : IN NO EVENT SHALL THE WALTER E. WASHINGTON CONVENTION CENTER, THE DIA ANNUAL MEETING, DIA, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, MEMBERS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "DIA PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE DIA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT DIA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE.