



DIA 2019

GLOBAL ANNUAL MEETING SAN DIEGO | JUNE 23-27

Application and Contract for Exhibit Space

Meeting: June 23-27
Exhibition: June 24-26
Installation: June 22-23

DIAGlobal.org/DIA2019 | #DIA2019

Company Contact Information

Exhibiting Company Name (for signage and directory listing)

Logistics Contact (all correspondence will be sent to the contact information provided below)

Address Line 1

Address Line 2

City, State/Province, Postal Code, Country

Telephone Number

Email (required for confirmation)

Marketing/Advertising Contact (if different from above)

Marketing/Advertising Email

Exhibit Space Rates and Information

- Standard Exhibit Rate** \$5,500 per 10'x10' (100 sq. ft.)
- Premium Exhibit Rate** \$5,950 per 10'x10' (100 sq. ft.)
- Corner Fee** \$200 per corner

Each 10' x 10' space includes:

- One (1) complimentary full meeting registration (a \$1,800 value)
- Three (3) exhibit booth personnel registrations (includes refreshment breaks and lunches)
- A 6' skirted table, a wastebasket, two (2) side-chairs, and a generic identification sign (a \$600 value)
- Pipe and drape booth structure

Any staff required above those allotted per 10' x 10' must register as a full attendee incurring full registration fees. Additional expenses associated with the exhibit, including special booths, drayage, lights, phone, carpeting, electrical connections, etc., will be the responsibility of the exhibitor.

Booth Space Requested:

Booth Size: X + **Corner at \$200 each =**

Booth Rental Fee: \$.00

Booth Preferences: 1st 2nd 3rd

Services/Products to be exhibited:

Online and Mobile App Opportunities

Enhance Your Visibility

- Upgraded Online Listing \$800
- Online Floor Plan Logo \$350
- App Scavenger Hunt \$550

Payment Options

Payment may be made by check, credit card, or bank transfer.

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. Please note that exhibiting companies with an outstanding balance will be prohibited from moving in at the San Diego Convention Center.

Please email ExhibitFinance@spargoinc.com if billing information differs from the company contact information provided.

- Payment in FULL**
- 50% Deposit** due with application; balance due by January 11, 2019; full payment required if submitting application after January 11, 2019

Payment methods accepted:

- Credit Card** payments by **Visa, MasterCard, or American Express:**
An invoice will be sent with instructions on how to submit a credit card payment.
- Checks** drawn on a US bank payable to **Drug Information Association, Inc.**
Mail check along with a copy of this form to:
DIA Exhibits
c/o SPARGO, Inc.
11208 Waples Mill Road, Suite 112
Fairfax, VA 22030
- Bank Transfer** Please email ExhibitFinance@spargoinc.com for bank transfer instructions. Bank Transfers should be made in US dollars. Your company name, as well as the Meeting ID 19001, must be included on the transfer document to ensure payment to your account.

Cancellation and Downsizing Policy

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: DIAexhibits@spargoinc.com.

Cancellation/Downsizing fees will be assessed as follows:

- Cancellation/Downsizing Notifications received on or before August 3, 2018 = No cancellation/downsizing penalty assessed.
- Cancellation/Downsizing Notifications received August 4, 2018 - January 11, 2019 = Exhibitors shall pay 50% of the reserved/released Exhibit Space Fee as penalty.
- Cancellation/Downsizing Notifications received after January 11, 2019 = Exhibitors shall pay 100% of the reserved Exhibit Space Fee and subject to NO REFUND.

Contract Signature

The undersigned hereby authorizes DIA to reserve exhibit space in the San Diego Convention Center for use by the above company or organization during the DIA 2019 Global Annual Meeting. The undersigned hereby acknowledges receipt of and agrees to abide by the terms and conditions of the contract and Terms and Conditions contained on the reverse side of this application. Exhibitor agrees to receive all written and electronic correspondence from DIA and SPARGO, Inc. in reference to the DIA 2019 Global Annual Meeting and all future DIA events. DIA reserves the right in its sole and absolute discretion to reject any application that in its judgment does not enhance the purpose of the DIA 2019 Global Annual Meeting and its associated Exposition or is in direct competition with DIA. This contract shall be deemed accepted by DIA when received, together with the required payment. However, no contract shall be deemed accepted if the contracting exhibitor has outstanding financial obligations to DIA, of which DIA is aware, for booth space, advertising, or any service(s) provided by DIA.

Authorized signature

Date

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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 2019 Global Annual Meeting to be held June 23-27, 2019 at the San Diego Convention Center in San Diego, CA ("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 this Contract with if already executed, 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 front of this Application and Contract for Exhibit Space.

4. Payment: The payment schedule is also outlined on the front of this Application and Contract. A minimum of 50% of booth exhibit space fees will accompany this Application and Contract if submitted between June 28, 2018 and January 11, 2019. Full payment must accompany this Application and Contract if submitted after January 11, 2019. 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 have the right to cancel their space reservations at any time by written notice to DIA. A non-refundable cancellation or downsizing penalty will be withheld from the amount refunded to cover administrative costs. Cancellation and downsizing penalties shall be assessed for all cancellations and reductions in booth space reservations. Cancellation/downsizing penalties are outlined on the front of this Exhibit Application and Contract. Refunds will be issued based on the total amount of exhibit space reserved or retained, the total amount paid, and the date the notice of cancellation is received. Exhibitors are responsible for canceling their own hotel and airline reservations. DIA retains the right to resell any exhibit space cancelled by the Exhibitor without any payment to the Exhibitor. The use of any complimentary Exhibitor registration badges is forfeited upon cancellation of space.

6. Use of Space: No subletting or sharing of space is permitted. DIA retains the right to remove from the Event any company that has not duly contracted with DIA for space. All Exhibitor activities must be confined to the limits of Exhibitor's allocated exhibit space and must not impede traffic or interfere with the activity of other Exhibitors. Every exhibit must be fully staffed and operational during the entire show. DIA may, at DIA's sole discretion, remove any Exhibitor, who, because of noise, conduct of personnel, methods of operation or any other reason, detracts from the general educational character of the show. In the event of such removal, DIA will not issue a refund.

7. Failure to Occupy Space: Any space not at least partially occupied at least 30 minutes prior to opening of the Event, will be forfeited by the Exhibitor and can be used by DIA in any manner, without refund, unless arrangements for delayed occupancy have been previously approved by DIA. All booths must be set-up and ready for the show by the walk through inspection.

8. 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 San Diego 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.

9. Fire Regulations: Each Exhibitor is responsible for knowledge of and adherence to all San Diego, CA fire and safety codes referenced in the Exhibitor Service Kit. All electrical signs and equipment must be wired to meet the specification of Underwriters Laboratories (UL) and must conform to appropriate federal, state, and municipal codes. Exhibitors must comply with all applicable laws and regulations.

10. Americans with Disabilities Act (ADA): Exhibitor shall have sole responsibility for ensuring that its exhibit is in full compliance with the Americans with Disabilities Act and any regulations under that Act. Exhibitor will ensure the accessibility of its exhibit space and agrees to hold harmless and indemnify DIA against any claims, damages, loss or exposure, including attorney's fees and costs, arising out of or related to any alleged ADA violation.

11. Indemnity: The Exhibitor shall indemnify and hold harmless the DIA, the show management company, the meeting facility, and their respective officers, directors, members, volunteers, contractors, agents, and employees from and against any and all liabilities, damages, actions, losses, claims and expenses (including attorneys' fees and costs) resulting from negligent or willful acts or omissions, or breach of this Contract resulting from participation in the Event by Exhibitor, its employees, agents, or contractors. Such indemnification includes, but is not limited to, actions or claims for personal injury, death, damage to or loss of property, product liability, unfair competition, defamation, antitrust, and copyright, trademark, or patent infringement.

12. Exhibitor Insurance: Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this Contract, comprehensive general liability insurance against any claims for bodily injury or death and property damage in connection with the Event. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name DIA, SPARGO Inc., San Diego Convention Center, and Freeman as additional insureds. During the term hereof, the Exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of Exhibitor's employees engaged in the performance of any work for Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to and from the confines of the exhibit hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to DIA's show management company within 30 days of acceptance of Exhibitor's application.

13. 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.

14. 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.

15. 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 San Diego 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.

16. Amendment of Rules: DIA reserves the right to make changes, amendments and additions to these terms and conditions, the Exhibitor Policies and Procedures, or other show requirements or rules at any time, and all changes, amendments, and additions so made shall be binding on the Exhibitor with the provision that all Exhibitors will be advised in writing of any such changes. Any matters not specifically covered are subject to the discretion of DIA.