

APPLICATION FOR EXHIBIT SPACE AND

SPONSORSHIP OPTIONS (Full Terms on Back Page)

CHICAGO MEDICAL SOCIETY (CMS) FOUNDATION:

69th Annual 2016 Midwest Clinical Conference (MCC)

Location: The Westin Chicago-River North 320 N. Dearborn, Chicago, IL 60654 Friday, May 20, 2016 - Saturday, May 21, 2016

IMPORTANT INSTRUCTIONS:

- 1. Type or print application.
- 2. Prepare the necessary payment. Please make all checks payable to CHICAGO MEDICAL SOCIETY FOUNDATION, 515 N. Dearborn Street, Chicago, IL 60654 to guarantee a space. The Chicago Medical Society Foundation's Tax I.D. number is 36-2171684.
- 3. Please be sure your exhibit/sponsorship application is signed in the space below. **RETURN ALL FORMS, WITH PAYMENT, TO:** Chicago Medical Society, 515 N. Dearborn Street, Chicago, IL 60654, Attn: Haydee Nascimento.
- 4. For more information, contact Haydee Nascimento / Education Dept. at 312-329-7321 or e-mail: hnascimento@cmsdocs.org
- 5. You may FAX applications with payment by AMEX, MASTERCARD or VISA.

Company Representative's Name:			Title:	
		E-Mail:		
Mailing Address:				
City: State: _			Fax: ()	
Staffing: Please list the names and o	ontact information	of individuals who will be s	taffing the display:	
Name	_Title:	Email:	Phone:	
Name	_Title:	Email:	Phone:	
Sponsorship Options: (please check one)	Pa	syment Information (ple	ease type or print):	
Standard Exhibitor Package	То	tal amount enclosed \$	*	
□\$1,800		eck one: □ VISA □ MAST	ERCARD □ AMEX EXP. DATE	
Vendor Package				
□ \$2,500		 gnature of Cardholder:		
Bronze Level Sponsor		gradare or cararioraer.		
\$5,000				
Silver Level Sponsor			and Internet access need	
□ \$10,000	Ha	be ordered separately <u>b</u> aydee Nascimento at CN	AS (312)-329-7321 or	
Gold Level Sponsor	hr	ascimento@cmsdocs.oi	rg or fax: 312-670-3646.	
\$15,000				
www.cmsdocs.org				

comply with the Exhibitor/Sponsorship Terms and Conditions on the reverse side.

Company Representative's Name:

Signature:

Title:

Date:

CMS Representative's Name:_	Signature:	Title:	Date:	

CHICAGO MEDICAL SOCIETY FOUNDATION 2016 ANNUAL MIDWEST CLINICAL CONFERENCE (MCC)

May 20th (Friday) through May 21st (Saturday) – The Westin Chicago-River North

320 N. Dearborn Street, Chicago, IL 60654 EXHIBITOR TERMS AND CONDITIONS

1) APPLICATION AND ELIGIBILITY Application for exhibit space must be made on the printed form provided by the CHICAGO MEDICAL SOCIETY FOUNDATION (hereinafter, "The Society"), contain the information as requested and be executed by an individual who has authority to act for the applicant (hereinafter, "Exhibitor"). Any producer or supplier of products or services applicable to the medical profession or applicable to the activity of members of The Society may apply for exhibit space. The Society reserves the absolute right to decline any application for space, if in The Society's sole judgment, the products or services to be shown or demonstrated are not applicable to the medical profession or not likely to be of interest to the members of The Society.

2) EXHIBITOR DISPLAY FEE The price for each initial exhibit display at The Westin Chicago-River North (located on 320 N. Dearborn Street, IL 60654) is \$1,800 for two days. Included is a six foot, skirted table, furniture, and various perks based on the level of sponsorship packages (Standard Exhibitor Package, Vendor Package, Bronze Level Sponsor, Silver Level Sponsor, and Gold Level Sponsor, by that any various perks based on the level of sponsorship packages (Standard Exhibitor Package, Vendor Package, Bronze Level Sponsor, Silver Level Sponsor, and Gold Level Sponsor, and Gold Level Sponsor (Standard Exhibitor Package) (Standard Exhibitor Pack

- Level Sponsor) chosen by the exhibitor.

 3) PAYMENT DATES

 No booth will be assigned or guaranteed until The Society has received a signed contract and 50% minimum deposit for each initial exhibit space. Payment in full is required by Feb19, 2016. If full payment is not received by Feb 19, 2016, The Society shall have the right to resell the assigned booth space. Exhibitor expressly understands and agrees that all amounts paid hereunder will be first applied to any outstanding obligations due The Society by Exhibitor, and then to the amount due in accordance with this paragraph hereof, that any resulting arrears must be paid within the time limits specified herein, and that The Society shall have the right to cancel this agreement if Exhibitor is or becomes in arrears with respect to any outstanding obligations due to the Society or its subsidiaries.
- A) CANCELLATION OF BOOTH SPACE In the event Exhibitor notifies The Society of Exhibitor's intent to repudiate the contract after acceptance but prior to March 01, 2016, The Society shall be entitled to retain fifty percent (50%) of the full exhibit booth price as liquidated damages. If The Society receives such notice of the Exhibitor's repudiation after March 01, 2016, The Society reserves the right to retain the full exhibit booth price as liquidated damages and to resell or reassign the booth space. Written notification of cancellation is needed.

5) DISPLAYS, FURNISHINGS, EQUIPMENT AND SERVICE A six foot, skirted table will be furnished for your exhibit displays. Exhibit displays must not project so as to obstruct the view of the adjacent booths. In the rear of all exhibit tables, display material or equipment may be placed to a height not exceeding 25". In the remainder of the exhibit display material or equipment shall not exceed 42" in height.

- 6. CONFERENCE LISTING

 A "Conference Listing" will be distributed to all Conference registrants listing the exhibit company, a brief description of its products or services, and a booth number, telephone number, and name of principal representative. Description will read as indicated on the Contract Application for Exhibit Space & Sponsorship form returned by March 01, 2016. The Society reserves the right to amend all submittals and assumes no responsibility for information not provided by the applicant on the APPLICATION.
- 7) ASSIGNMENT OF EXHIBIT SPACE All space assignments shall be made by The Society in its sole discretion, as Application/Agreement and deposits are received and accepted. In addition, the following exhibit space rules shall apply: (a) exhibit tables will be assigned upon receipt of a signed contract and the required deposit; (b) The Society reserves the right to change exhibit assignments as it deems necessary. Affected Exhibitors would be notified promptly.
- 8) INSTALLATION/DISMANTLING AND STAFFING OF EXHIBITS
 It is mutually agreed that it is the duty and responsibility of each Exhibitor to install his/her exhibit before the opening of the exhibition and to dismantle said exhibit immediately after close of the exhibition. Installation hours are Friday, May 20, 2016, 6:00 a.m. 7:30 a.m. and Saturday, May 21, 2016, 6:00 a.m. 7:30 a.m. Dismantling of exhibits will be at 7:00 p.m. on Friday, May 20 and at 5:00 p.m. on Saturday, May 21. Carpenters, painters, electricians, and other skilled labor, as well as common labor or porters can be arranged by The Westin Chicago River North at established rates. Arrangements should be made in advance with CMS and The Westin Chicago River North. Nothing shall be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the hotel facility or furniture. Distribution of promotion gummed stickers or labels is strictly prohibited. Anything in connection therewith necessary or proper for the protection of the building, equipment or furniture will be at the expense of the exhibitor. All electrical wiring must conform to the City of Chicago Electrical Code. Exhibit displays must be staffed during all open show hours: Friday, May 20, 2016 from 7:30 a.m. 7:00 p.m. and Saturday, May 21, 2016 from 7:30 a.m. 5:00 p.m. No exhibitor will be permitted to dismantle prior to ending of the exhibit hall hours each day. Any company violating this regulation may be denied exhibit space in future Society Conferences. Exhibitors are allowed to hand-carry boxes or other items into their display table, provided that the use of a hand-truck is not required. Boxes requiring the use of a hand-truck must be secure assistance from hotel personnel.
- 9) SHIPPING AND STORAGE INSTRUCTIONS Any exhibitors' shipments other than parcel post need to make arrangements with CMS and the hotel to allow for adequate storage capacity.

 10) HOTEL ROOMS AND SUITES FOR EXHIBITORS Information on hotel accommodations is available through The Society upon request. The Society reserves the right to control the hotel
- 10) HOTEL ROUMS AND SOTIES FOR EXHIBITORS

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- 12) SUBLETTING BOOTH SPACE Exhibitors may not assign, sublet or apportion all or any part of booth space contracted to them without prior approval of The Society. False certification of individuals, as exhibitor's representatives, misuse of Exhibitor's badges, or any other method used to assist unauthorized personnel to gain admittance to The Exhibit Hall will be just cause for expelling violator, banning from future entrance or removing his/her exhibit from the hall without obligation of The Society for refund.
- 13) ARTICLES OF EXHIBIT The advertisement or display of goods or services other than those manufactured, distributed or sold by the Exhibitor in the regular course of business, identified in this contract are prohibited.
- 14) SPECIAL VISUAL AND SOUND EFECTS

 Audiovisual and other sound and attention-getting devices and effects shall be permitted only in those locations and in such intensity as in the sole opinion of The Society does not interfere with the activities of neighboring Exhibitors. Operation of equipment being demonstrated may not create noise levels objectionable to neighboring Exhibitors.
- 15) UNACCEPTABLE EXHIBITS AND ADVERTISING MATERIALS The Exhibitor agrees not to use any display or advertising material or souvenirs which The Society determines, in its absolute discretion to unreasonably endanger the person or property of the attendees or of the Exhibitors, are in bad taste, are liable to discredit or subject The Society to criticism or legal liability, are inconsistent with the stated purposes of the CHICAGO MEDICAL SOCIETY and the interest and welfare of its members, are inimical to the property rights of The SOCIETY, or violate those booth regulations described in these TERMS AND CONDITIONS or other provision of the CONTRACT. In the event that The Society determines at any time that any exhibit or advertising material may or does violate this paragraph and the Exhibitor is unable or unwilling to cure or correct such violation, The Society may terminate this Agreement immediately and forbid erection of the exhibit or may remove or cause the exhibit and/or advertising material removal. If any exhibitor is uncertain as to whether an exhibit or advertising material is in compliance with all applicable regulations and requirements, contact The Society. Except as otherwise provided, The Society shall not endorse, support or be liable for the claims made by the Exhibitors as to the qualities or merits of their products or services, and no advertising or mention shall indicate, claim or suggest such endorsement or support. All handouts must be distributed from within your exhibit space. The Society reserves the right to prohibit certain foods and beverages in the exhibit hall.
- 16) LITERATURE AND PROMOTIONAL MATERIAL No exhibitor shall be allowed to distribute literature or display materials that include insupportable medical claims, or to otherwise make such claims at the Conference, or in copies of all materials to be distributed, audio-visual materials to be shown, display boards, etc. If The Society, in its sole discretion, determines that any medical claims made may not be medically supportable, The Society may require the exhibitor to: (1) provide support for the claim; (2) make changes in materials, audio-visuals, displays, etc., containing the claim or; (3) withdraw from exhibiting at the Conference.
- 17) LOSS OR DAMAGE Reasonable precautions are taken to protect property, but The Society cannot and does not insure the safety of persons or protection of property. Neither the exhibit facility, The Society nor the official contractor will be responsible for loss or damage. All property of the Exhibitor shall be deemed to remain under the Exhibitor's custody and control in storage, in transit to or from within the confines of the designated exhibit area even though it may at times be under the temporary control or direction of The Society or the official contractor.
- 18) INSURING THE EXHIBITS

 Exhibitor's acknowledges that neither The Society, nor The Westin Chicago-River North maintains insurance covering Exhibitor's property and that it is Exhibitor's sole responsibility to obtain sufficient insurance to cover all possible losses. Exhibitors are encouraged to insure their exhibits, merchandise, and display materials against theft, fire, etc., at their own expense. The Society suggests that Exhibitor contact Exhibitor's insurance broker and obtain all risk insurance covering exhibit property while absent from home premises for exhibit purposes, or a rider to Exhibitor's existing policy covering same.

 19) FAILURE TO OCCUPY SPACE

 Any space not occupied at The Westin Chicago-River North by 9:30 a.m., Friday, May 20, 2016, shall be forfeited by the Exhibitor, and space may be resold.
- 19) FAILURE TO OCCUPY SPACE
 Any space not occupied at The Westin Chicago-River North by 9:30 a.m., Friday, May 20, 2016, shall be forfeited by the Exhibitor, and space may be resold, reassigned, or used by The Society without refund, unless a request for delayed occupancy is received prior approval of The Society. Failure to notify The Society of cancellation prior to 4:00 p.m. March 01, may be cause for denial of exhibit space at future Society Conferences.
- 20) FIRE REGULATIONS No combustible decoration, such as crepe paper, cardboard or corrugated, shall be used at anytime. All packing containers, excelsior, wrapping paper, which must be flameproof, are to be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, silkeen or other cloth decoration must stand a flameproof test as prescribed by the fire safety containers. Open flames, butane gas, oxygen tanks, etc., are not permitted without the permission of The Westin Chicago-River North.
- 21) COMPLIANCE WITH LAWS AND AGREEMENTS Exhibitor agrees to adhere to and be bound by (1) all applicable laws and ordinances, including but not limited to fire, utility and building codes and regulations, and the Americans With Disabilities Act; (2) all rules and regulations of The Westin Chicago-River North; (3) the terms of all leases and agreements between The Society and The Westin Chicago-River North; and (4) the terms of all leases and agreements between The Society and any other party relating to the exhibitions.

 22) LIABILITY Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and hold The Westin Chicago-River North, and its representative employees and agents,
- 22) LABILITY Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend, and hold The Westin Chicago-River North, and its representative employees and agents, harmless from and against any and all liability, responsibility, loss, damage, injury, death, cost or expense of any kind whatsoever (including but not limited to interest and attorney's fees) which any of them may incur, suffer, pay or be required to pay, incident to or arising from Exhibitor's occupancy and use of the exhibition premises or a part thereof, excluding such liability caused by the sole negligence of The Westin Chicago-River North, The Society or their employees or agents.
- negligence of The Westin Chicago-River North, The Society or their employees or agents.

 23) ROOM DISPLAY The Westin Chicago-River North SHALL NOT provide space for display or exhibition purposes other than that provided and confirmed by The Society under this contract. No display or exposition space shall be available at The Westin Chicago-River North or any hotel. Hospitality rooms shall be subjected to prescribed regulations and be closed during the Conference educational sessions.
- 24) HOSPITALITY SUITE AND PRIVATE PARTIES Exhibitors may not schedule private social functions which conflict with officially scheduled meetings, exhibits other functions of The Society. Exhibitors who schedule private functions in conflict with official Society events will not be eligible to exhibit at the MCC for two years. This policy will be strictly enforced.

 25) CANCELING EXHIBIT If for any cause beyond the control of The Society, such as but not limited to the destruction of the exhibit facilities by the Act of God, the public enemy, authority of the
- 25) CANCELING EXHIBIT If for any cause beyond the control of The Society, such as but not limited to the destruction of the exhibit facilities by the Act of God, the public enemy, authority of the laws, fire or other force majeure, The Society is unable to comply with terms of this contract and deliver the space allotted hereunder, this contract shall be considered terminated and any payments made hereunder by Exhibitor shall be refunded to Exhibitor, less expenses incurred by The Society to the date of the termination allocable to Exhibitor after probation thereof among all Exhibitors.

 26) CONFERENCE PROGRAM One (1) copy of the Conference Listing will be available to each exhibiting company at the Registration Area.
- 27) MISCELLANEOUS The Exhibitor expressly agrees to be bound to all of the terms, conditions and specifications herein and expressly agrees that this contract contains the entire agreement between the parties hereto and supersedes any prior agreement, written or oral. This contract shall be interpreted under the laws of the United States and the State of Illinois.
- 28) Modifications and Determinations. The Society reserves the right to make such changes and/or additions to these Terms and Conditions with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by the Society.