

Rules & Regulations

1. OFFICIAL EXHIBIT SCHEDULE

See the Exhibitor Services Manual for complete show schedule.

2. SHOW MANAGEMENT

The exhibition is organized and managed by NACCHO. Any matters not covered in these Rules and Regulations are subject to the interpretation of the NACCHO Board of Directors and the NACCHO Executive Director or his or her designee, and all exhibitors must abide by their decisions. Exhibitors must comply with Sheraton policies and procedures. Show Management shall have full power to interpret, amend, and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of exhibitors. Each exhibitor, for himself and his employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence.

3. ASSIGNMENT OF BOOTH SPACE

Booths will be assigned on a first-come, first-served basis. Every effort is made to accommodate your preferred booth location, but we cannot guarantee that you will receive one of your preferred choices. Booth registration for the PHP 2009 Summit must be made on the official PHP 2009 Summit Exhibit Space Application & Contract. The exhibitor fully understands that it becomes a binding contract and the exhibitor is subject to the term and regulations set forth by NACCHO as listed therein. In addition, NACCHO reserves the right to reject an application that in its judgment is not appropriate for the PHP 2009 Summit.

4. INCLUDED IN BOOTH SPACE

Please see Prospectus for specific inclusions for exhibitor levels.

5. INSTALLATION AND DISMANTLE OF EXHIBITS

Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the show. Under no circumstances will the addition to or removal of any portion of an exhibit be permitted during show hours. All booths must remain intact until the close of the show. Installation and dismantle must occur only during the installation and dismantle times designated in the Exhibitor Services Manual. Any material not called for by said time and date will be shipped at the exhibitor's expense, by a carrier selected by the official drayage contractor. No one under the age of 18 will be permitted on the exhibit floor during installation and dismantle hours.

6. FAILURE TO OCCUPY SPACE

Space not occupied by the time designated in the Exhibitor Services Manual will be forfeited by exhibitors and their space may be resold, reassigned or used by the exhibit management without refund.

7. RATES, DEPOSITS AND REFUNDS

Space will be rented at the rates listed on the official Exhibit Space Application and Contract. No application will be processed or space assigned without full payment in U.S. funds. A standard size booth will be 10' x 10' having an 8' high back draping and 3' high side wall draping. A 7' x 44" booth sign bearing your company's name and booth number will be provided. A 50 percent refund of the booth fee will be made if written notice of cancellation is received by January 19, 2009. No refund will be made if notice of cancellation is received after January 19, 2009. No transfer of fees will be made to other registration fees or NACCHO meetings. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount set forth above, regardless of whether or not the Show Management enters into a further lease for the space involved. In the event that fire, strike or other circumstances beyond the control of the management causes the exhibit to be cancelled, full refund of the exhibit rental fees will be made, which is the limit and extent of NACCHO's liability for such cancellation. NACCHO assumes no responsibility for refunds of nonrefundable airline tickets or hotel charges if a meeting is cancelled or abbreviated because of terrorist activity. All cancellation requests must be submitted in writing to the PHP 2009 Summit Exhibits Manager.

8. CONTRACTOR SERVICES

An official contractor will provide all services in the exhibit area. Complete information, instructions and schedule of prices regarding shipping, drayage, labor for installation and dismantling, additional services, etc., will be included in the Exhibitor Services Manual to be forwarded from the official contractor. An exhibitors' service center will be maintained during applicable hours to facilitate services requested for additional needs of exhibitors. Under no circumstances will NACCHO or Sheraton assume responsibilities for loss or damage to goods consigned to the official contractor. Advance shipments of exhibit material must be made to the official contractor as specified in the Exhibitor Services Manual. Should any shipments not be made as specified in the manual, they will be removed by the official contractor and stored until the hall is ready to accept materials for the exhibition and all costs involved will be charged to the exhibiting company. Exhibitors are responsible for the information provided in the Exhibitor Services Manual.

9. ARRANGEMENT OF EXHIBITS

Any portion of an exhibit that obstructs the view, interferes with the privileges of other exhibitors, extends beyond the designated booth space or for any reason becomes objectionable, must be immediately modified or removed by the exhibitor. The show management reserves the right to inspect the quality of the appearance of each booth prior to show opening. Where necessary, masking drape will be placed to cover unsightly wires, unfinished backwalls, etc. at the exhibitor's expense.

10. BOOTH DESIGN

Each exhibitor will be provided with an official Exhibitor Services Manual. The Exhibitor Services Manual describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions, and limitations contained in the Exhibitor Services Manual. In the sole opinion of Show Management, any exhibit that fails to conform to the Exhibitor Services Manual guidelines or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exhibition. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Linear booths may not exceed 8' in height; island booths are restricted to 16' in height. Exhibiting companies are responsible for furnishing, carpeting and cleaning their booths. All exhibits must comply with the public accommodation provisions of the Americans with Disabilities Act of 1991 (ADA). Any exhibit with raised flooring must be ramped.

11. SUBLEASING OF SPACE

Exhibitors may not assign, sublet or apportion to others the whole or any part of the space allocated, and may not display goods or services other than those manufactured or regularly distributed by them.

12. CONDUCT

All exhibits will be to serve the interest of the PHP 2009 conference attendees and will be operated in a way that will not detract from other exhibits, the exhibition, or the meeting as a whole. The exhibit management reserves the right to request the immediate withdrawal of any exhibit that NACCHO believes to be injurious to the purpose of PHP 2009 Summit. Management reserves the right to refuse to admit and eject from the exhibit building any objectionable or undesirable person or persons. The use of sideshow tactics or other undignified methods considered by NACCHO to be objectionable are expressly prohibited in the exhibition area and in any meeting room. Appropriate business attire is required for all exhibit participants.

13. EXHIBITOR PERSONNEL

All exhibitors must wear official PHP 2009 Summit name badges and ribbons for exhibit hall admission. Exhibitors will be admitted to the exhibit hall 30 minutes before show opening each day. All exhibitors and attendees will be required to leave the floor within 30 minutes after the show closes each day. Exhibitors needing to work during non-show hours must obtain permission from Show Management for entrance into exhibit hall. Each exhibit must be fully operational and staffed during the open exhibit hours as defined in the Exhibitor Services Manual. Booths should be staffed by company specialists who are qualified to discuss details of their company's products or services. Distribution of advertising material and souvenirs must be confined to the exhibitor's booth. Canvassing or distribution of advertising material or souvenirs in the exhibit hall by representatives of non-exhibiting firms is strictly forbidden.

14. SELLING OF MERCHANDISE

Selling of merchandise on the show floor is prohibited. However, orders may be taken for fulfillment at the exhibiting company's main distribution center.

15. SOUND DEVICES, LIGHTING AND OTHER PRESENTATION DEVICES

Public address, sound-producing or amplification devices that project sound must be kept at a conversational level and must not interfere with other exhibitors. Any form of attention-getting devices or presentations must be terminated when crowds obstruct aisles or infringe upon another exhibitor's display. Show Management reserves the right to restrict the use of glaring lights or objectionable lighting effects. Music, whether vocal or instrumental, is prohibited.

16. HANDOUT MATERIALS

Promotional give-aways and exhibitor prize raffles will be permitted. All materials and prizes must have prior approval by NACCHO. All hand-out materials are expected to be of a professional nature. NACCHO reserves the right to disallow any

material that they believe to be inappropriate. Send samples to PHP 2009 Summit Exhibits Manager, 11260 Roger Bacon Drive, Suite 402, Reston, VA 20190 by January 4, 2009. No helium balloons or adhesive-backed decals are to be used or given away.

17. SOLICITATION OF EXHIBITORS

No persons will be permitted in the exhibit hall for the purpose of soliciting advertising or other exhibit space without the express written permission of NACCHO.

18. FIRE, SAFETY AND HEALTH

The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. All exhibit equipment and materials must be located within the booth. Only fireproof materials may be used in displays and the exhibitor must take all necessary fire precautions. No combustible material will be stored in or around exhibit booths.

19. LABOR

Rules and regulations for union labor are made by the local unions and may change at any time. Where union labor is required because of building or contractor requirements, it will be necessary for the exhibitor to comply with these regulations. Information regarding specific regulations that are applicable may be obtained from the official contractor. Displays, painters, carpenters, electricians, and other skilled labor can be arranged through the official contractor at established rates. Labor order forms will be included in the Exhibitor Services Manual.

20. STORAGE

The exhibitor should make arrangements with the contracted decorator for storage of packing boxes and crates during the exhibition. NACCHO assumes no responsibility for damage or loss of packing boxes or crates.

21. FOOD AND BEVERAGE

Exhibitor distribution of food and beverages for consumption in the building is prohibited, except with written permission from Show Management. All requests must be submitted in writing. If an exhibiting company wishes to host food and beverage in their booth, all food and beverage must be purchased through the Sheraton Catering Department.

22. LIABILITY AND SECURITY

NACCHO makes no warranty, expressed or implied, that security measures will avert or prevent occurrences that may result in loss or damage. Each exhibitor must make provisions for the safeguarding of his or her goods, materials, equipment and display at all times. NACCHO will not be liable for loss or damage to the property of exhibitors or their representatives or employees from theft, fire, accident or other causes. NACCHO will not be liable for injury to exhibitors or their employees or for damage to property in their custody, owned or controlled by them, which claims for damages, injury, etc., may be incident to or arise from, or be in any way connected with their use or occupation of display space, and exhibitors will indemnify and hold harmless against such claim. Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Hotel, its owners or managers which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless the Hotel, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates from any damages or charges resulting from or arising from or out of the Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of Exhibitor's occupancy and/or use of the exhibition premises, the Hotel or any part thereof. The Exhibitor understands that the Hotel does not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain such insurance. The exhibitor assumes all liability for any damage to the facility's floor, walls, lighting fixtures, etc. as a result of exhibitor negligence. The exhibitor will abide by and observe all laws, rules, regulations and ordinances of any governmental authority and of the contracted facility. The exhibitor will pay and save NACCHO, its Board, members, staff, and representatives, the city of San Diego, CA, and Sheraton harmless from any and all damages, loss or liability of any kind whatsoever resulting from injuries to persons or property occurring within the Sheraton or property adjacent thereto occasioned by any act, neglect or wrongdoing of the exhibitor or any of its officers, agents, representatives, guests or employees, invitees or other persons permitted by the exhibitor upon the premises, and the exhibitor will at its own cost and expense defend and protect NACCHO, the city of San Diego, CA and Sheraton against any and all such claims or demands. Each exhibitor shall be responsible for securing and maintaining the following insurance coverages at the exhibitor's expense: (a) Workman's compensation insurance coverage for exhibitor's employees which shall be in compliance with the laws of San Diego, CA; (b) Commercial general liability insurance with policy limits of \$1,000,000 for combined single limit coverage to include: comprehensive form, premises/operations, contractual, broad form property damage and products/completed operations, providing for terms of coverage to be effective during all move in, show, and move out dates. Such insurance shall include NACCHO, its officers, directors and agents and Sheraton as additional insureds. Such insurance shall cover any and all damage or injury to any and all persons arising out of such person's attendance at the exhibitor's exhibit during the term of the PHP 2009 Summit; (c) Other Insurance: Each exhibitor acknowledges that it is responsible for obtaining any additional insurance coverage solely at its own expense, in such amounts as it deems appropriate to comply with its obligations hereunder and for its own protection.

23. TRADEMARKS

NACCHO will be held harmless for any trademark, tradename, copyright or patent infringement on any printed materials belonging to or distributed by any exhibitor. Use of the Sheraton logo, design, trademark, tradename, patent, copyrighted work or symbol must be approved in writing by Sheraton's marketing department.

24. PHOTOGRAPHING OF EXHIBITS

Each exhibitor has control over the space it has rented and may prevent those considered its competitors from gaining access to or photographing its exhibit. The taking of pictures, other than by the official photographer, is expressly prohibited during setup, dismantling and non-exhibit hours, and cameras will not be allowed on the exhibit floor during these times. Only the exhibitor may grant permission to have its exhibit photographed, or an audio presentation taped, during exhibit hours. No exhibitor shall deny any reasonable request for permission to photograph the exhibit from outside the perimeter of the booth.

25. LIST PUBLICATION

The list of PHP 2009 Summit exhibitors, in whole or in part, shall not be published other than in PHP 2009 Summit and NACCHO official publications.

26. HOTEL USE

All public function space in the Sheraton is controlled by NACCHO. No function space will be released to exhibiting firms or to other commercial firms for social functions without the permission of Show Management. Good taste and conformity to the purposes of the meeting must prevail. Showing of equipment or product presentations to registered attendees or guests of PHP 2009 Summit or NACCHO by exhibiting firms other than on the exhibit floor during the stated hours (see Rule 1) is expressly prohibited. Exhibitors may not use the hotel(s) to distribute literature, gifts, etc. to attendees.

27. VIOLATIONS

Violation of any of these Rules and Regulations by the exhibitor or his or her employees or agents shall at the option of NACCHO forfeit the exhibitor's right to occupy space and such exhibitor shall forfeit to NACCHO all monies paid or due. Upon evidence of violation, NACCHO may take possession of the space occupied by the exhibitor, and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages that NACCHO may incur thereby.

28. SEVERABILITY

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

29. CONTACT

For questions or more information, please contact:
Exhibits Manager
PHP 2009 Summit
11260 Roger Bacon Drive, Suite 402
Reston, VA 20190
Phone: (703) 964-1240
Fax: (703) 964-1246
E-mail: PHPEXHIBITS@CONFERENCEMANAGERS.COM