



## **AHIMA SPONSORSHIP & EXHIBITOR ON-LINE TERMS & CONDITIONS**

THESE SPONSORSHIP & EXHIBITOR ON-LINE TERMS AND CONDITIONS (“Terms & Conditions”) ALONG WITH THE REFERENCING ORDER FORM (“ORDER”) and PAYMENT TERMS, WHICH ARE HEREBY INCORPORATED BY REFERENCE HEREBY CONSTITUTE THE AGREEMENT (the “Agreement”) made by and between the American Health Information Management Association (“AHIMA”), an Illinois 501(c)(6), not-for-profit corporation with its principal place of business at 201 West Lake Street, #226, Chicago, IL 60606 and the party/parties identified as “Sponsor” and/or “Exhibitor” in the Order referencing this Agreement. A party may be referred to as a “Party” or collectively both as “Parties”. By agreeing to the Order, the sponsoring or exhibiting Party agrees to these Terms & Conditions.

**WHEREAS**, in furtherance of its mission *to empower people to impact health* and of its tax-exempt purposes, AHIMA conducts various conferences, summits, and other events or programs for its membership and other key stakeholders which include an opportunity to sponsor, exhibit or otherwise support such events (“Events”);

**AND WHEREAS** Exhibitor has indicated its desire to participate and/or sponsor the Events indicated in the applicable on-line ORDER on the AHIMA Exhibitor and Sponsorship Website;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### **General Terms & Conditions**

- 1. Term and Termination.** The Term of the Agreement will commence on the date the ORDER is last signed by a Party representative (“Effective Date”) and will continue for a period of one (1) year.
- 2. Payment Terms.** The Parties agree to pay for such fees and related expenses, if any, in accordance with the ORDER and on-line Payment Terms.
- 3. Intellectual Property.**
  - a. Scope.** Intellectual property related to a Sponsor speaking at any program at the Event is addressed in a Speaker Agreement through the on-line Speaker Portal.
  - b. Ownership of Pre-existing Intellectual Property.** Each Party shall retain ownership of its pre-existing intellectual property, and to the extent included in any portion of the Event, the applicable Party provides to the other Party a non-exclusive, revocable limited license to use such pre-existing intellectual property solely as part of the Event. Any license created by this agreement shall be null and void at the end of this Agreement and neither Party shall have any right to the other’s pre-existing intellectual property.
  - c. Limited License to AHIMA to use Exhibitor Marks.** In connection with AHIMA’s promotion of the Event(s), Sponsor/Exhibitor hereby grants to AHIMA a limited, revocable, non-exclusive license during the Term to use the name, acronym, and logo of Sponsor/Exhibitor (hereinafter collectively referred to as the “Sponsor/Exhibitor Marks”) solely to identify Sponsor/Exhibitor as a Sponsor or Exhibitor, as applicable, of the Event, with the limited authority to use the Sponsor/Exhibitor Marks in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, all uses by AHIMA of the Sponsor/Exhibitor Marks shall be subject to the prior written approval of Sponsor/Exhibitor. In all uses by AHIMA of the Sponsor/Exhibitor Marks, AHIMA shall ensure that all applicable trademark

and copyright notices are used pursuant to the requirements of United States law and Sponsor/Exhibitor's trademark usage guidelines made available to, or accessible to, AHIMA.

- d. Limited License to Exhibitor to use AHIMA Marks. In connection with Sponsor/Exhibitor's promotion of the Event(s), AHIMA hereby grants to Sponsor/Exhibitor a limited, revocable, non-exclusive license during the Term to use the acronym "AHIMA," and the designated trademarks and logos of AHIMA, such as gHealth™ where applicable (hereinafter collectively referred to as the "AHIMA Marks") solely with the term "Exhibitor", "Sponsor" or "Promoter", or other language approved in writing by AHIMA, prominently displayed directly adjacent thereto (to ensure the absence of any implication that Sponsor/Exhibitor, or Sponsor/Exhibitor products and services are endorsed by AHIMA), with the limited authority to use the AHIMA Marks solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement. In all uses by Sponsor/Exhibitor of the AHIMA Marks, Sponsor/Exhibitor shall ensure that all applicable trademark and copyright notices are used pursuant to the requirements of United States law and AHIMA's brand guidelines made available to, or accessible to, Sponsor/Exhibitor.
- e. Right to Monitor Use of Intellectual Property. The Parties shall have the right to review the other Parties usage of Intellectual Property and to assess compliance with the terms and conditions of this Agreement. Parties reserve the right to prohibit use of any Intellectual Property, as well as to impose other sanctions, if it determines, that usage thereof is not in strict accordance with the terms and conditions of this nonexclusive, limited, and revocable license.
- f. General Requirements for Use of Marks.
  - i. In no event shall either Party use the respective Marks of the other Party in a manner that states or implies an endorsement of the other Party.
  - ii. The Sponsor/Exhibitor Marks and the AHIMA Marks are hereinafter collectively referred to as the "Marks."
  - iii. The Marks are and shall remain at all times the sole and exclusive property of their respective owners. The owner parties' respective Marks may not be revised or altered by the non-owner parties in any way and must be displayed in the same form (and colors, if applicable) as provided by the owner Party.
  - iv. The Parties will not use or allow anyone else to use the other Party's name, trademarks, or service marks without such other Party's prior written consent. The Parties reserve the right to review and, in their sole discretion, reject any use of their marks and to require changes in any further use, and both parties agree to comply with these requirements. Any proposed use of the marks, in a different way, must be reviewed and approved by the owner of the mark.
  - v. The respective Marks must be used by the non-owner Party in a professional manner and solely in connection with the activities authorized under this Agreement. Notwithstanding the foregoing, the respective Marks may not be used by the non-owner Party in any manner that: diminishes their value or otherwise dilutes the Marks; discredits the owner Party or tarnishes its respective reputation and goodwill; is false, misleading or likely to cause confusion, mistake or deception; violates the rights of others; violates any foreign or US federal, state or local law, regulation or other public policy; or mischaracterizes the relationship between the Parties, including but not limited to the fact that the Parties are separate and distinct legal entities and not an agent of the other.
  - vi. All rights of usage of the respective owner Party's Marks by the non-owner Party shall terminate immediately upon the termination or expiration of this Agreement.

#### 4. Data Sharing.

- a. Any Party receiving registration information, if applicable, will share registrant contact information (name, organization, title, e-mail, if provided) solely to the extent permitted by registrant in the registration process (e.g., opt-in/opt-out preferences).
- b. Each Party will comply with applicable data privacy and security laws with respect to the collection and exchange of protected personal information.
- c. Any Party receiving lead information from residents outside the United States, such Party's data capture process will expressly provide notice and seek consent for the transfer of registrant's data to another Party in the United States in accordance with applicable privacy laws. See additional information on lead retrieval below under Exhibitor Rules & Regulations, Lead Retrieval.
- d. A Party in violation of any applicable data protection laws, regulations or ordinances shall indemnify the other Party against any claims.

**5. Indemnification and Limitation of Damages.** Each Party does hereby agree to indemnify, defend, hold harmless and release the other Party, its officers, employees, agents from and against all third-party claims demands and actions, or causes of actions, for i) breach of the Agreement, or ii) infringement of a third party's intellectual property rights, which may arise from or in connection with the acts or omissions of a Party and its representatives relative to the Event, or iii) any stated indemnification obligations as provided for in this Agreement. In addition to other indemnity obligations under this Agreement, Sponsor/Exhibitor hereby agrees to indemnify, defend and protect AHIMA, the Facility, SPARGO, Inc. and AHIMA's Event General Contractor, and hold and save those parties against and from, any and all claims, demands, suits, liability, damages, loss, costs, attorney fees and expenses of whatever kind or nature which might result from or arise out of Sponsor/Exhibitor's use of the Facility or any action or failure to act of the Sponsor/Exhibitor or any of its officers, agents (including any Sponsor/Exhibitor Appointed Contractor), employees, or other representatives, including but not limited to: (i) any claims of damage or loss to property, or from or out of any damage, loss, harm or injury to the person of the Sponsor/Exhibitor or any of its officers, agents, employees or other representatives; (ii) any claims or liability by or to third parties arising out of conduct or omissions which are in breach of Sponsor/Exhibitor's obligations under this Agreement; (iii) any claims arising out of any negligent or intentional act or omission of Sponsor/Exhibitor or any of its officers or agents (including any Sponsor/Exhibitor Appointed Contractor) that causes or results in damage to, or destruction of, property of any party, and/or death or injury to persons; (iv) any claims arising failure to comply with applicable laws and regulations (including but not limited to applicable privacy and security laws and regulations); or (v) any claims arising out of or related to the sale or service of alcoholic beverages in Sponsor/Exhibitor's Exhibit Space. The terms of this provision shall survive the termination or expiration of this Agreement. Except for its indemnification obligations, neither Party shall be liable to the other Party for any indirect, consequential, incidental, special, or punitive damages including but not limited to damages resulting from delay or interruption of service, whether or not there is negligence on the part of a Party, for any claims arising directly or indirectly out of this Agreement. AHIMA's liability shall not exceed the amounts paid under this Agreement in any twelve-month period.

**6. Miscellaneous.**

- a. **No Partnership.** It is understood and agreed that the Parties are acting solely as independent contractors hereunder and that nothing contained herein shall be deemed to create any general partnership between the Parties or to give any Party the power to bind any other Party to any commitment or obligation except as otherwise expressly set forth in the Agreement.
- b. **No Exclusivity.** During the term of this Agreement, AHIMA shall have the right to contract with other entities in competing industries and within the same sectors of competing industries in connection with the subject matter of the Event(s) and other similar activities.
- c. **Governing Law and Jurisdiction.** Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of Illinois. All disputes arising out of this Agreement shall be

exclusively brought in the state and federal courts in or near Cook County, Illinois and Sponsor/Exhibitor irrevocably submits to the personal jurisdiction of such courts.

- d. Compliance with Laws. Each Party will comply with all applicable laws, rules and regulations including but not limited to applicable privacy and security laws, rules, or regulations.
- e. Waiver. The failure of any Party to insist upon strict performance by any other Party of any provision in this Agreement is not a waiver or relinquishment of the provision for the future. The waiver by any Party of any provision in this Agreement cannot be enforced or relied upon unless the waiver is in writing and signed on behalf of that Party.
- f. Insurance. Each Party shall maintain adequate insurance covering the risks to persons and property associated with their assigned duties in the Agreement. Evidence of insurance policies acquired and maintained under this Agreement will be provided to each Party upon request. Any acquired policy will name the other Party as an additional insured. All property of the Sponsor/Exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the Facility. AHIMA and the Facility do not maintain insurance covering Sponsor/Exhibitor's property. Sponsor/Exhibitor shall carry Comprehensive General Liability coverage, including liquor liability, premises and operations coverage of at **least \$1,000,000 USD for Personal Injury Liability and \$1,000,000 USD for Property Damage Liability and Statutory Workers' Compensation** insurance in full compliance with all federal and state laws. Sponsor/Exhibitor must have a Certificate of Insurance for general liability and property damage submitted to SPARGO, Inc. ahead of the event. The Certificate of Insurance should name AHIMA as the certificate holder and list AHIMA, the Facility, SPARGO, Inc. and T3 Expo as additional insureds.
- g. Exhibitor Appointed Contractors must complete and submit an Exhibitor-Appointed Contractor Form for each exhibitor-appointed contractor (EAC) firm/organization. The exhibiting firm appointing the EAC is totally responsible for the behavior and adherence to all AHIMA rules and regulations by all employees/representatives of the EAC. EAC employees/representatives who violate any of the AHIMA rules and regulations or exhibit any unacceptable behavior as determined by AHIMA or any authorized representative of AHIMA, are subject to immediate revocation of AHIMA badges and/or admittance wristbands and immediate eviction from the facility and exhibit areas. Commercial general liability coverage, product liability coverage, and broad property damage endorsement with combined and single limits of liability not less than \$1 million per occurrence. The certificate must also include coverage for workers' compensation and employer's liability within commercially reasonable limits as otherwise required by the laws of the state of Texas. The certificate of liability insurance must name AHIMA, SPARGO, Inc., T3 and the Henry B. Gonzalez Convention Center as additional insured parties AHIMA should be listed as the certificate holder.
- h. Survival. All rights and obligations which shall be reasonably interpreted to extend beyond the termination or expiration of this Agreement, or for which is stated as extending beyond the termination of this Agreement, which do not expressly terminate pursuant to this Agreement, shall survive the expiration or termination of this Agreement and remain in full force and effect after termination or expiration.
- i. Notices. Any notice required under this Agreement shall be in writing. It shall be sent by U.S. Mail, overnight delivery service or any other comparable method of delivery. For the purpose of this Agreement, the notice shall be deemed effective by U.S. Mail four (4) days after the date on which it is mailed, one (1) business days after being provided by overnight delivery services, or otherwise distributed.
- j. Force Majeure. Neither Party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, terrorism, infectious disease, epidemic or pandemic (including Covid-19 or variations thereof) and acts in compliance with any applicable law, regulation or order (whether

valid or invalid) of any governmental body but any such delay or failure shall be remedied by such part as soon as is reasonably possible.

- k. **Entire Agreement**. This Agreement, together with the ORDER and Payment Terms referencing this Agreement or any referenced hyperlink to this Agreement, sets forth the entire agreement among the parties with regard to the subject matter discussed herein and succeeds and supersedes any previous agreements between the Parties regarding the subject matter. This Agreement may only be modified or amended by written agreements signed by all Parties.
- l. **Non-disparagement**. Neither Party will disparage the other in any manner including its performance under this Agreement or otherwise take any action which could reasonably be expected to adversely affect a Party's professional reputation.

### **Exhibitor Rules & Regulations**

The Sponsor/Exhibitor, as an exhibitor, hereby agrees to adhere to all requirements, restrictions, and any other directives listed herein by AHIMA.

1. **Reservation of Rights & Enforcement**. AHIMA reserves the right to reclaim any space and/or to have any of Exhibitor's representatives removed from the property for failure to conform to the Rules & Regulations. In such event, no fees will be refunded and AHIMA may resell the requested space if/when available. In addition, or alternatively, at AHIMA's sole discretion, AHIMA may revoke or reduce priority or priority points, or decline to permit Exhibitor to sponsor or exhibit at subsequent AHIMA Events.
2. **Eligibility to Exhibit**. The exhibit hall ("Exhibit Hall") is an extension of AHIMA's continuing education program; therefore, exhibiting companies' products and services should be relevant to the health information management (HIM) profession. To exhibit at the Event, Exhibitor must be in good financial standing with AHIMA. AHIMA has the right to refuse exhibit space rental if products, services, or displays are not compatible with the general character or quality of the exhibit hall or program. The rules, policies, and regulations outlined on this form and in the Exhibitor Service Kit are part of the Agreement.
3. **Exhibit Space Assignment**. AHIMA reserves the right to modify the floor plan or move the Exhibitor exhibit space assignments (Exhibitor "Exhibit Space") to accommodate floor plan configuration or traffic flow. Please refer to the Exhibit Hall plan on the AHIMA Event platform Website for more information on exhibit space allocations.
4. **Payment**. Payment for Exhibit Space must be paid in accordance with the payment terms outlined on the application and on-line Payment Terms. If payments are not made by the Exhibitor as required, in addition to any provisions of the Payment Terms, AHIMA may at its option, terminate Exhibit Space allocation without notice or consider Exhibitor last in priority when assigning available Exhibit Space or, if an Exhibit Space has been assigned, reassign the Exhibitor to a different Exhibit Space.
5. **Cancellation or Reduction of Space**. AHIMA has the right to cancel, reduce, or redistribute allocated Exhibit Space upon reasonable cause or due to events that make performance commercially impracticable. In the event of such an occurrence, AHIMA will provide written notification and agrees to negotiate in good faith toward refund, reduction or credit. If any part of the Exhibit Space is damaged, or the Exhibitor is not permitted to occupy its assigned Exhibit Space, the Exhibitor will be charged only for actual space that was occupied. AHIMA is released from any and all claims for damages that may arise in conjunction with the above.
6. **Cancellation by Exhibitor**. In the event of cancellation by an exhibitor, all contracted items including but not limited to exhibit space, support opportunities, meeting rooms, Tech Demos, etc.



are subject to the terms below:

- Through April 30, 2026, 50% of contracted amount
- On or after May 1, 2026, 100% of contracted amount

AHIMA must receive written notification of the cancellation. Date cancellation notice is received by AHIMA will determine above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, AHIMA reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

Exhibitors must inform AHIMA Exposition Management, SPARGO, Inc., in writing of booth downsizing. AHIMA shall have sole discretion to use downsized booth space, including reselling the space, without any rebate or refund. AHIMA reserves the right to reassign booth space due to downsizing.

In addition to the above cancellation penalties, should you cancel within 60 days prior to the first move-in day you may be assessed fees incurred by AHIMA to cover the booth area and convert it to a lounge area. Cancellation of exhibit space includes cancellation of registration allotted with exhibit space. Note that any exhibiting company that cancels exhibit space BEFORE it has made full payment is liable for full payment of the original cost of the total exhibit space less any applicable refunds as explained herein.

7. Cancellation of Exhibition. In the event the AHIMA conference is cancelled due to disasters, strikes, government regulations, infectious disease, epidemics, or pandemics (including Covid-19 or variations thereof), or other causes preventing its scheduled opening or continuance, AHIMA and its exhibiting companies agree that the Agreement will be terminated. Considering expenditures and commitments already made, AHIMA will negotiate with Exhibitor in good faith on a case-by-case basis toward a refund, reduction or credit.
8. Installation or Dismantling of Exhibit.
  - (i) Timing. Installation shall begin as provided by AHIMA or the exhibit floor manager and must be completed as required. Space not occupied by the designated time, reverts to AHIMA for discretionary use. Dismantling begins no sooner than the Exhibit Hall's close on the final day of the Event and must be completed as required and instructed. Exhibit Space must be staffed during the specified Exhibit Hall hours with complete display intact at all times during the Event.
  - (ii) Financial Responsibility. Exhibitor assumes all financial responsibility for installation and dismantling of its exhibit. In the case of an emergency, as determined by AHIMA show management, if Exhibitor must leave early, it may leave its display intact until the close of the Event. Exhibitor can arrange for the AHIMA General Contractor to dismantle the Exhibit Space on Exhibitor's behalf and expedite its return shipment; all costs to be incurred by Exhibitor. AHIMA and SPARGO, Inc. are released from any and all claims for damages that may arise in conjunction with the above.
  - (iii) Schedule Changes. Times related this section are subject to minor change depending upon changes to the education schedule of the Event.
  - (iv) Fines. Companies dismantling prior to exhibits close will be fined **\$1,500.00 USD** which will be due and payable upon invoicing.
9. Exhibitor Use of Space & Demonstrations.

- (i) *Sublet & Assignment.* Exhibitors may not assign, sublet, or apportion the whole or any part of their allotted Exhibit Space. Exceptions are made for those organizations with an existing formal partnership outside the Event. In addition, Exhibitor may not advertise or display products or services other than those manufactured or sold in their regular business. Exhibitor descriptions in the mobile app will be limited to one company name and identity listing regardless of affiliations or mergers.
- (ii) *Handbills, Signs, etc.* Exhibitor may not display or distribute signs, brochures, flyers, samples, advertising devices, or similar items, nor shall it peddle, canvas, solicit or distribute handbills, flyers or other materials outside its Exhibit Space(s). Any materials deemed inappropriate by AHIMA, in its sole discretion, shall not be distributed.
- (iii) *Demonstrations.*
  - (1) *Generally.* Unless a qualifying technical demonstration (“Tech Demo”) has been purchased by Exhibitor, any product or services or promotional activities demonstrations must be administered within the confines of contracted Exhibit Space.
  - (2) *Tech Demos.* Tech Demos are intended to showcase Exhibitor’s products, solutions, or offerings to attendees. For such Tech Demos, Exhibitor must purchase a “Tech Demo” which may only take place at the designated location, and at such date and time as contracted and assigned.
  - (3) *Music.* Live performance of music in the Exhibit Hall is not permitted. For recorded music, licensing is the sole responsibility of Exhibitor. Exhibitor will indemnify, defend and hold harmless AHIMA against any claims related to the use of recorded music by an Exhibitor Sales in Exhibit Hall. Exhibitor is permitted to sell products directly to attendees from its Exhibit Space. If Exhibitor sells merchandise from the Exhibit Hall or takes orders on either a wholesale or retail basis, it shall be solely responsible for obtaining the appropriate business license(s) and for paying all applicable state and local taxes.

10. *Solicitation.* Only credentialed Event attendees, Exhibitors, Facility staff, SPARGO, Inc. staff, General Contractor staff and AHIMA staff will be admitted to the Exhibit Hall during Event hours. No other persons will be given access to the hall, including those wishing to demonstrate products, distribute advertising material, canvass, solicit orders, request participation in unauthorized surveys, recruit personnel, or any other activity. Any Exhibitor canvassing opinions of individuals in any part of the Facility, outside of the Exhibit Space (other than in the manner described in Section 32) will be removed by security and subject to penalties as described above. Should you encounter an individual attempting to solicit on the Exhibit Hall floor, please notify the SPARGO operations team immediately. Please try and obtain a business card from the individual and get a description of him/her.

11. *Liability.*

- (i) Neither AHIMA, the Facility, SPARGO, Inc., AHIMA’s General Contractor for the Event or such other contractor as AHIMA may designate, nor any of their officers, agents, employees or other representatives, shall be held accountable or liable for, and the same are hereby released from accountability or liability for: any claim; damage; loss; harm or injury to the person or any property of the Exhibitor (including its officers, agents, employees or other representatives), resulting from the Exhibitor’s use of the Facility or from theft, fire, water, accident or any other cause.

- (ii) The Parties agree that the forgoing disclaimer of liability includes, but is not limited to, claims arising out of, or alleging, any negligent or intentional act or omission of Exhibitor or any of its officers or agents (including any other exhibitor appointed contractor), that causes or results in (1) damage to, or destruction of, property of any party, and/or (2) death or injury to persons, and neither AHIMA, the Facility, SPARGO, Inc., or the General Contractor, shall be obligated to obtain insurance against any such claim, damage, loss, harm, or injury.
- (iii) It is agreed that all personal property of Exhibitor shall remain in the Exhibitor's custody and control in transit to, from, or within, the Facility.
- (iv) It is further agreed between the Exhibitor and AHIMA that AHIMA provides an opportunity for Exhibitor to display its products or services to attendees. Exhibitor understands and agrees that AHIMA cannot guarantee either attendance, sales by Exhibitor or climatic and other conditions outside or inside the Facility.

12. Damage to Exhibitor Property. Exhibitor is responsible for damage to uncrated or improperly packed shipments, concealed damage, and loss or theft of material after delivery to Exhibit Space or before material is picked up for return movement. It is expressly understood that the Exhibitor will make no claim of any kind against AHIMA for any loss, damage, or destruction of goods, nor for any damage of any nature to their business by reason of the failure to provide space for any Exhibitor or removal of the exhibit. If Exhibitor's representatives notice any damage to crated materials, please bring it to the attention of the Event Manager at the SPARGO Sales Office as soon as possible. Exhibitors are required to file a damage report with the AHIMA Event Manager prior to leaving the show.

13. Facility Rules & Damage to Facility Property.

- (i) Exhibitor shall strictly comply with all conditions imposed by the Facility (i.e., **conference or convention center or hotel(s)**) in its contract with AHIMA (See: **Events Operations Guide made available to all registered Exhibitors**).
- (ii) Each Exhibit Space must be left in its original condition. Exhibitor is liable for any damage caused to its Exhibit Space or to the property of other exhibiting companies caused by Exhibitor. Exhibitor may not mar, tack, make holes in, or apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard Exhibit Space equipment. If Exhibitor fails or refuses to restore the Exhibit Space to the above-described condition on or before the end of the Event, AHIMA will restore and recover cost of so doing from the Exhibitor.

14. Security.

- (i) Exhibitor agrees to cooperate with any security programs, protocols, or rules adopted for the Facility or the Event, including, without limitation, procedures and limitations established for the movement of personal property and persons into and out of the Facility or Exhibit Hall and the floor the Exhibit Space is on. AHIMA Show Management specifically reserves the right to control ingress to and egress from the area. AHIMA reserves the right to refuse admission to any person or persons including children, exhibiting companies, attendees, and visitors, in the interest of welfare and safety.
- (ii) AHIMA will provide general security for the Exhibit Hall and public areas of the Facility. Although guard service is furnished, neither AHIMA nor the Facility will be responsible for damage to, loss, or theft of property belonging to Exhibitor, its agents, employees, business invitees, visitors, or guests. We strongly recommend that Exhibitor advise its staff, agents, employees, contractors, business invitees, visitors, or guests not to leave any valuables (for example, laptops, flat screen monitors, and the like) unattended. If Exhibitor has such valuable items in its Exhibit Space, Exhibitor should consider hiring independent security personnel.

15. Crate Storage. Empty crates, boxes, and skids shall be labeled "empty." These items will then be removed from your Exhibit Space, stored, and returned at the conclusion of the Event. "Empty" stickers will be available at the exhibitor service desk. Empty crates, boxes, and skids may not be stored behind, under, or adjacent to any part of your display that may be visible to conference attendees.
16. Hanging Signs. Hanging signs will be allowed ONLY in island Exhibit Spaces (aisle on all four sides/booths 400 square feet or larger). A Rigging Service Order Form can be found in the Exhibitor Service Kit (which includes the Event Operations Guide).
17. Carpet. All occupied Exhibit Space must have carpeting or floor covering, at Exhibitor's own expense. If Exhibitor does not have carpet or appropriate floor covering installed as required and communicated, AHIMA will install carpet and the Exhibitor will be responsible for all fees.
18. Americans with Disability Act. Exhibitor represents and warrants the following:
  - (i) that its exhibit will be accessible to the full extent required by law;
  - (ii) that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by the ADA; and
  - (iii) that it shall indemnify and hold AHIMA harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses that may be incurred by or asserted against AHIMA, its officers, directors, agents, or employees on the basis of the Exhibitor's breach of this paragraph or noncompliance with any of the provisions of the ADA.
19. Alcohol in the Exhibit Hall. Alcohol is allowed to be served in the Exhibit Hall in the confines of Exhibitor's Exhibit Space. Any beverages served in an Exhibitor's Exhibit Space must be ordered through such exclusive catering company as set forth by the Facility. All associated fees, permits, liabilities, and compliance with applicable laws are the sole responsibility of the Exhibitor.
20. Balloons/Lighter Than Air Objects. Helium balloon displays, lighter than air objects are not permitted in the Facility and may not be used as giveaways.
21. Children. No one under the age of seventeen (17) will be permitted in the Facility at any time, including set-up and tear-down.
22. Models. AHIMA permits the use of models or professional demonstrators in Exhibitor's Exhibit Space provided they are properly clothed and always dressed in good taste. Models or Professional Demonstrators are required to limit their promotional activities (for example, demonstrations and dispensing of literature or samples) to the confines of the Exhibitor's Exhibit Space. Exhibitor personnel wearing costumes or banners containing firm names must wear an outer wrap and wear a badge any time it is necessary to leave the confines of the Exhibitor's Exhibit Space. Any type of demonstration or person that is not confined to Exhibitor's Exhibit Space may result in Exhibitor forfeiting its opportunity to exhibit at future AHIMA conferences.
23. Noise Levels. Each Exhibitor will be limited to a maximum of sixty-five (65) decibels for any Exhibit Space activity (that is, presentations, demonstrations, formal or informal meetings). Companies with noise levels beyond sixty-five (65) decibels will be given one warning. Failure to comply after warning will result in a halt of current Exhibit Space activities or eligibility to exhibit in future years.
24. Photography. Exhibiting companies are permitted to photograph their own Exhibit Space display; any other photography, filming, or use of any such related equipment in the Facility by exhibiting companies, groups, or individuals, other than the official convention photographer appointed by AHIMA, is strictly prohibited. If attendees or anyone else not part of the Exhibitor are photographed consent to use an attendee's or others likeness is the responsibility of the Exhibitor.
25. Fireworks (Pyrotechnic Displays). The use of pyrotechnic displays, such as fireworks, is prohibited.
26. Food. Please be advised that all food brought into the Exhibit Hall must be purchased through the Exhibit Hall catering department or at a concession stand in the Exhibit Hall. This includes bottled water. Popcorn will NOT be allowed at any time within the Exhibit Hall.

27. Exhibitor Listing. Each Exhibitor shall be provided with a listing by Exhibitor name in the mobile app and conference website. These listings are provided and maintained solely by the Exhibitor and following an initial review by AHIMA of Exhibitor descriptions and information for listings, will not be altered by AHIMA in any way. Exhibitor's whose application to exhibit is received after the print deadline will not be listed.
28. Lead Retrieval and Attendee Information Distribution. AHIMA encourages efforts to communicate with AHIMA attendees. However, to meet Exhibitor needs and protect the privacy rights of our attendees, the following policies shall apply:
  - (i) Pre/Post Event Attendee List. The pre-registered Event attendee list, which features attendees who have opted-in to marketing communications, is available for eligible Sponsors/Exhibitors. The post-show opt-in list will be provided to eligible Sponsor/Exhibitors. Usage is limited to one-time usage for each list.
  - (ii) Attendee Information, Leads. All AHIMA attendee name badges are imprinted with a QR code. QR codes contain the information attendees provided when registering. Exhibiting companies may request either a business card or may scan attendee badge barcodes using lead retrieval equipment (a rental form will be available in the Exhibitor Service Kit) to obtain contact information for follow-up. A third-party provider assigned by AHIMA will offer exhibitors lead retrieval solutions for scanning badges during the event. Options will be available for purchase prior to the Event. The service agrees to release to the Exhibitor attendee name, title, company, work mailing address, and e-mail, as provided by the attendee during registration.
  - (iii) Attendee Right to Decline. Attendees may decline to allow Exhibitor to scan their badges. Exhibiting companies must honor an attendee's request to forego badge scanning.
  - (iv) Compliance with Applicable Laws. Exhibitor is responsible for compliance with applicable privacy laws and regulations (including international laws and regulations, such as GDPR, for international attendees) in the collection of information at the conference and its management of personal information thereafter.
29. Official AHIMA Event Logo Usage. Logo usage will be in accordance with AHIMA's brand guidelines (available by request through your sales representative). AHIMA has the right to restrict usage if, in its sole judgment, the logos are being used inappropriately. Logo usage is for the sole purpose of assisting exhibiting companies to promote their participation at the Event.
  - (i) "Promotion" is defined as pre-event marketing efforts such as:
    - (1) Promotional literature (i.e., flyers, invitations, brochures, postcards, etc.).
    - (2) Website inclusion (i.e., Exhibitor's tradeshow calendar).
    - (3) Advertisements in industry publications.
    - (4) Social Media posting.
  - (ii) AHIMA and conference Logo Is Not Permitted for:
    - (1) Giveaways (merchandise such as, but not limited to, t-shirts, posters, pens, key chains, etc.) produced by or for the Exhibitor.
    - (2) Any item(s) that would be sold by an Exhibitor.
  - (iii) If Exhibitor applies for the use of the logo, it agrees to provide a copy of any collateral to AHIMA for review and approval before sending it to Exhibitor's target audience. Use of AHIMA branding is limited to approved show logos.
30. Giveaways and Raffles.

- (i) All raffles, drawings, or distribution of materials must be approved by AHIMA via SPARGO, Inc., and AHIMA/SPARGO, Inc. may refuse, at its sole discretion, raffles, drawings, or distribution of materials it considers objectionable or in conflict with opportunities provided by AHIMA (this includes any scavenger hunts, filling out game boards, etc.).
- (ii) Exhibitor may conduct giveaways, raffles, or drawings for prizes within its Exhibit Space.
- (iii) All rules governing the awarding of a prize must be documented and posted at the drawing site.
- (iv) Exhibitor is solely responsible for compliance with all laws, rules, and regulations applicable to such raffles, drawings, or prizes and shall indemnify AHIMA related to any claims made against AHIMA related to any giveaways, raffles, or drawings for prizes.
- (v) Giving away samples or promotional items should not interfere with other exhibiting companies.
- (vi) Exhibitor must confine its activities to its Exhibit Spaces during Exhibit Hall hours.
- (vii) All activities, outside standard Exhibit Space activities must be approved in advance of the Event by AHIMA Show Management in writing.

31. **Surveys and Market Research.** Any contracted Exhibitor wishing to conduct market research or surveys during this event must adhere to the following:

- (i) Surveys and questionnaires must be submitted for approval to the AHIMA/ SPARGO, Inc. Event Manager no later than thirty (30) days prior to the Event. AHIMA reserves the right to request changes to the survey.
- (ii) All surveys or questionnaires must be conducted within the confines of the Exhibitor's Exhibit Space.
- (iii) At no time may Exhibitor personnel (or those contracted by the Exhibitor) leave their Exhibit Space to encourage participation or to survey or question attendees.
- (iv) Market research companies must identify the names of the clients for whom they are conducting research.
- (v) Survey documents and any publication or results may not include the name of the American Health Information Management Association (AHIMA) or make any reference to the AHIMA Event and Exhibit that might cause respondents or readers to believe that AHIMA is endorsing, approving, or involved with the research.
- (vi) If Exhibitor violates the above guidelines, it is subject to penalties as described above.

32. **Hosted Functions.** Only exhibiting companies may host meetings or special events during the Event (including the Facility and properties near the Facility.) Exhibitors may not schedule any event that conflicts with the following AHIMA programs: All plenary (general) sessions held during the conference and any AHIMA sponsored all-attendee receptions held during the conference. Any Exhibitor who violates the above guidelines is subject to penalties as stated above.

33. **Compliance with Laws.** Exhibiting companies must comply with all local, state, and federal laws, codes, rules, regulations, and ordinances in force from time to time affecting the Exhibit Space or Exhibitor's activities therein.

34. **Interpretation & Amendment of Rules.** AHIMA shall have the full power to interpret and/or amend rules and to make any additional rules and regulations which in its discretion shall be in the best interest of the Event.