

Application/Contract for Exhibit Space

American Association of Diabetes Educators 36th Annual Meeting & Exhibition Georgia World Congress Center - August 5-8, 2009

Please fill out the application completing all sections. Retain a copy for your files.

Mail original to: American Association of Diabetes Educators - Exhibits; Department 4384; Carol Stream, IL 60122-4384

For overnight delivery send to: JP Morgan Chase; Department 4384; Mail Code IL1-6030; 2500 Westfield Drive; Floor 1; Elgin, IL 60123

I. Company Information (to be published)

Company _____
 Street _____
 City _____ State _____
 Country _____ Postal Code _____
 Web Site _____

II. Contact (person handling logistics/operations)

Name _____
 Title _____
 Phone _____ Fax _____
 E-mail _____

III. Contact (person handling promotion/sponsorship)

Name _____
 Title _____
 Phone _____ Fax _____
 E-mail _____

IV. Product Category (you may check up to 6 categories)

- | | |
|--|--|
| <input type="checkbox"/> Blood Glucose Monitoring | <input type="checkbox"/> Medical ID/Jewelry |
| <input type="checkbox"/> Blood Sampling | <input type="checkbox"/> Needle/Lancet Disposal |
| <input type="checkbox"/> Dietary/Weight Mgt. | <input type="checkbox"/> Oral Health/Dental Care |
| <input type="checkbox"/> Educational Books/Videos | <input type="checkbox"/> Oral Hypoglycemics |
| <input type="checkbox"/> Exercise Programs & Equip. | <input type="checkbox"/> Pharmaceuticals |
| <input type="checkbox"/> Food/Nutritional | <input type="checkbox"/> Publications |
| <input type="checkbox"/> Foot Care/Foot Wear | <input type="checkbox"/> Self-Management Software |
| <input type="checkbox"/> Impotence Treatment | <input type="checkbox"/> Skin Care |
| <input type="checkbox"/> Injectors (Auto/Needleless) | <input type="checkbox"/> Supplies (Consumer/Inst.) |
| <input type="checkbox"/> Insulin Delivery Systems | <input type="checkbox"/> Technology/Mobile Comm. |
| <input type="checkbox"/> Internet | <input type="checkbox"/> Vision Care |
| <input type="checkbox"/> Lifestyle Center/Treatment | <input type="checkbox"/> Wound Care |

V. Booth Rates (valid for contracts received after 8/9/08)

Linear:	10' x 10'	\$26.00 Sq.Ft.
Corner Charge:	Applies to linear booths only	\$300 per corner
Island:	20' x 20' or larger	\$30.50 Sq.Ft.
Not for Profit:	10 x 10 only*	\$14.50 Sq.Ft.

* Additional space charged at "Linear" rate

VI. Exhibit Description (enter 30-word description below)

VI. Booth Selection

Booth choices: 1. _____ 2. _____ 3. _____ 4. _____
Please indicate four (4) booth preferences

Check One: Corner In-line Island

We do *not* want to be near the following companies:

Show Management will make every effort to avoid conflicting space assignments where known conflicts exist. However, due to the nature of the exhibits, conflicts may be unavoidable.

VII. Exhibit Cost & Deposit Schedule (U.S. Funds Only)

Total Sq.Ft. _____ (Size of booth)

Booth Rate \$ _____ / Sq.Ft.

+ Corner(s) \$ _____ (add \$300/corner)

= Total Booth Cost \$ _____

1st deposit: 25% of the total booth price (due at reservation) \$ _____

2nd deposit: 75% of total booth price: January 1, 2009 \$ _____

3rd deposit: 100% of total booth price due April 1, 2009 \$ _____

VIII. Payment

Check payable to: American Association of Diabetes Educators

VISA MasterCard AMEX Discover

Expiration Date _____

Credit Card # _____ / _____ / _____ / _____

Name on Card _____

Initials to Authorize Payments on due dates (see VI): _____

IX. Acceptance

The Undersigned Company is hereinafter called "Exhibitor," and the American Association of Diabetes Educators is hereinafter called "The Association" or "AADE." Exhibitor agrees to the Exhibit Terms and Conditions as printed on the reverse hereof, and agrees that they are a part of this contract and hereby further agrees to abide by them and any additional rules deemed necessary by AADE. The undersigned hereby makes application for space which when accepted by AADE becomes a contract. **Application must be dated and include exhibitor signature:**

 Exhibitor's Signature _____ Date _____

X. For AADE Office Use Only

Accepted by (or agent for) the American Association of Diabetes Educators:

X _____

Date Received _____ Check # _____

Booth Assignment _____

Date Entered _____ Entered By _____

American Association of Diabetes Educators (AADE) Terms & Conditions

The above organization is hereinafter referred to as exhibit Manager or Management. Provisions noted herein are considered Terms and Conditions of this contract. Exhibitor agrees to be responsible for complying with any applicable federal, state and local laws, regarding but not limited to sales taxes and fair employment. Management reserves the right to refuse space to any applicant, or to refuse promotional opportunities to any exhibiting sponsor, which in the opinion of Management is unlikely to contribute to the overall objectives of the Annual Meeting. Refer also to Amendments clause.

EXHIBITOR ELIGIBILITY: Participation in AADE 2009 is limited to manufacturers and suppliers of products and services used in the education and care of diabetes. AADE reserves the right to accept, reject or condition acceptance based on AADE's sole discretion, for any reason, which need not be disclosed to the applicant.

BOOTH RENTAL: Rental price (in-line booth) includes 8' high x 10 wide' back drapes with 3' high x 10' wide side rail drapes; standard (7"x 44") two-line booth sign with booth number and name of exhibitor. Furniture, carpeting, and electrical service are not included in the booth rental.

RESERVATIONS: Booth reservations taken by telephone, by Fax or by Email will only be held 21 days without deposit. If the deposit and application are not received within that time, the space will be released and resold.

SPACE ASSIGNMENTS: Management shall assign Exhibit Space and reserves the right to change the location of the exhibitor's assigned Exhibit Space as Management deems necessary to the best interests of the Exhibition. Exhibitors who change the size of their Exhibit Space are not guaranteed the original location but are subject to relocation by Management.

REGISTRATION OF EXHIBIT PERSONNEL FOR THE EXHIBIT AREA: Advance registration will be provided to exhibitors. All exhibitors will be required to register. All exhibiting companies will be entitled to four free exhibitor personnel badges per 100 sq.ft. of space. Additional registrations, substitutions or replacement badges for exhibitor personnel will be charged accordingly. Admission to the Exhibit Area will be by badge only.

CANCELLATION/SPACE REDUCTION: If exhibitor cancels or reduces their booth space for any reason, or if Management cancels because of Exhibitor's default or violation of this agreement, monies paid to Management shall be retained as follows: The initial 25% deposit is nonrefundable at any time. Companies canceling or reducing space after space has been assigned will receive a refund of the amount paid in excess of the 25% initial deposit providing written notice is postmarked prior to January 1, 2009. When canceling or reducing booth size after January 1, 2009, 75% of the booth total will be nonrefundable. When canceling or reducing booth size after April 1, 2009, the full cost of the booth must be paid. The retained rental shall be liquidated damages for the direct and indirect costs incurred by Management for organizing, setting up and providing space for Exhibitor, and losses and additional expenses caused by Exhibitor's withdrawal including re-letting the space. All cancellations must be in writing and refunds will be based on the above schedule according to the postmark date on the refund request.

TERMINATION OF EXHIBIT: Management shall not be liable for any damages or expenses incurred by Exhibitors in the event the Exhibit is delayed, interrupted or not held as scheduled; and, if for any reason beyond the control of Management, the Exhibit is not held, Management may retain so much of the amount paid by Exhibitors as is necessary to defray expenses already incurred by Management.

NON-EXHIBITORS: No firm or organization not assigned space in the exhibit hall will be permitted to solicit business within the exhibit area. Exhibitors are requested to inform the Management of their knowledge of any such occurrence.

CIRCULATION AND SOLICITATION: Distribution of promotional material may be made only within the booth area assigned to the Exhibitor presenting such material. Likewise, all sales solicitation and promotional activities must be confined to the booth area assigned to Exhibitor.

CHARACTER OF EXHIBITS: No one under the age of 16 is allowed on the exhibit floor. Promotional activities (except for show-sponsored signage and events) and/or sales solicitation outside of the booth are strictly prohibited. This includes areas within the convention center, across the street and within site of the convention center, and participating hotels. Violators will lose priority points; repeat offenders will be subject to expulsion. Each exhibit must be arranged so that built-up displays or equipment will not occupy the entire floor space of the booth, which prevents the reception of visitors within the limits of each booth. Display equipment must not be placed or displayed outside the Exhibitor's booth. Signs, decorations and Exhibitor's equipment must not extend above the back wall or along the divider panels in a manner that would obscure the view of adjoining booths. There must be no interference by one exhibitor with the light or space of other exhibitors. Sound apparatus in connection with motion pictures or any similar exhibit must be regulated to a point wherein it will not disturb other exhibitors. Displays must not obstruct the general view, or the view of directional aids. The Management reserves the right to restrict, at any time, any exhibit deemed undesirable and the Management's decision must be accepted as final.

SUBLETTING OF EXHIBIT SPACE AND PROHIBITED USES: Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them to other companies or products. Nor shall they exhibit or permit to be exhibited in their space any merchandise not a part of their own regular products, nor shall they exhibit any advertising materials directly pertaining to such merchandise.

EXHIBITOR SERVICES: All services, such as furniture, carpeting, labor and other specially required services may be arranged for through the Service Contractor. An Exhibitor Service Manual will be provided with proper forms for ordering such services. All exhibitors are to comply with union regulations in effect at the exhibit facility. Exhibitor hereby accepts notice that certain services are required to be provided by contractor exclusive to the Georgia World Congress Center. Management will specify exclusive contractors in the Exhibitor Service Manual.

EXHIBITOR-APPOINTED CONTRACTORS: Exhibitors are requested to use the official contractor. Should an outside contractor be used, exhibitors must secure, in advance, written authorization from Show Management at least 30 days prior to the opening of the exhibits. Outside service contractors shall notify the official contractor and the Exhibit Manager of the names and/or number of regular employees who will be working in the exhibit area during the move-in and move-out period 30 days prior to the opening of the exhibits. Certificates of insurance for Liability and Workmen's Compensation are required for outside contractors working in the exhibit area. The Exhibitor is responsible for notifying his outside contractor of the provisions of the rules and regulations, copy of which is to be provided by the Exhibitor to the outside contractor. Rules, regulations and insurance requirements specific to Exhibitor-Appointed Contractors are detailed in the Exhibitor Service Manual. Exhibitor hereby accepts notice that any

Exhibitor-Appointed Contractor not fulfilling requirements as directed in the Exhibitor Services Manual will be prohibited from operating on the exhibition floor.

INDEMNIFICATION: The exhibitor or agent signing this agreement agrees to indemnify, defend and hold harmless AADE, Hall-Erickson, Inc. (HEI), the Georgia World Congress Center and their members, directors, officers, employees, attorneys, insurers, and other agents from and against any and all claims by third parties, and related costs and expenses (including legal fees and court costs), arising from breach of this agreement by the exhibitor or agent or from any act or omission of the exhibitor or agent.

LIABILITY AND INSURANCE: The Exhibitor assumes entire responsibility and liability for losses, damages and claims arising out of injury or damage to exhibits, displays, equipment and other property brought upon the premises of the designed convention facilities, and shall indemnify and hold harmless the designated convention facilities, their agents, servants and employees from any and all such losses, damages and claims. Exhibitors agree to protect, save and keep AADE, HEI, the Georgia World Congress Center and their respective directors, officers and employees forever harmless from any damage or charges imposed for violation of any law or ordinance whether occasioned by the exhibitor or those holding under the exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the agreement between AADE and the Georgia World Congress Center regarding the exhibit premises. An exhibitor shall at all times protect, indemnify, save and keep harmless AADE, HEI, and the Georgia World Congress Center against any and all loss, cost, damage, liability or expense arising from or out of or by reason of said exhibitor's occupancy and use of the exhibit premises or a part thereof.

The exhibitor or agent signing this agreement shall provide AADE with evidence of insurance coverage satisfactory to AADE upon request. Certificates must name AADE, HEI, the Georgia World Congress Center and their respective directors, officers and employees as additional insureds. Such evidence shall include certificates of insurance with at least the following limits: Comprehensive General Liability Insurance (including contractual and copyright infringement coverage) with limits of not less than \$1,000,000 with respect to injuries to any one person in an occurrence, \$2,000,000 with respect to injuries to more than one person in any occurrence, and \$500,000 with respect to damage of property; Comprehensive Automobile Insurance covering owned and non-owned vehicles, as well as loading and unloading hazards, with minimum limits of \$1,000,000 per occurrence for bodily injury and \$500,000 for property damage; and Worker's Compensation and Employers' Liability Insurance in a minimum amount of \$1,000,000 individual and aggregate coverage.

Though guards are provided by AADE, the furnishing of such guards shall not be deemed to affect the non-liability of AADE, its members, officers, representatives or other official service contractors or the Georgia World Congress Center or to modify in any way the assumptions or risk provided herein.

CARE OF BUILDING: All decorations must be constructed of flameproof material, or treated with an approved flame-proofing solution. No combustible materials, merchandise or signs shall be attached to, hung from, or draped over flame proofed side and rear divider draperies of booths or attached to table skirting facing aisles, unless flame proofed. All standpipe and hose cabinets shall be kept clear and unobstructed. All covered structures in excess of ninety square feet in area shall be protected by an automatic fire detection system approved by the Fire Marshal.

FOOD SAMPLES: Levy Restaurants has exclusive food and beverage distribution rights within the Georgia World Congress Center. No food, beverage or novelties may be brought into the facility or sold without the express written consent of Levy Restaurants (enticement candy excluded). Conditions for "sampling" will be provided in your exhibitor manual.

BIO-HAZARDOUS WASTE DISPOSAL: All bio-hazardous waste must be disposed of in accordance with OSHA and EPA material handling guidelines and must be handled by a licensed medical waste transporter. This includes sharps, blood, body fluids, or any contaminated items that would be harmful if mixed with other waste.

GEORGIA WORLD CONGRESS CENTER SAFETY GUIDELINES: All drapes, curtains, table coverings, skirts, carpet and any materials used in exhibits must be flame retardant. Fire hose cabinets, fire extinguishers, sprinklers, fire exit doors, routes of egress and any other fire safety device must not be hidden from view or have its accessibility blocked. No crates, packing material, wooden boxes and other highly combustible materials may be stored in exhibit halls, meeting rooms or fire exit areas. Vehicles on display may have a maximum of one half tank not exceeding two (2) gallons of fuel in the tank. A gas cap must be in place, or the tank must be adequately sealed off. Battery cables must be disconnected and taped to avoid sparking. Each planned use of pyrotechnics and welding equipment, open flames, smoke-emitting materials or large amounts of combustible materials as part of an exhibit must be reviewed and approved by the Event Services Department and the Fire Marshal. Lasers and x-ray equipment may only be used after receiving approval from the Georgia Department of Human Resources-Radiological Division. Call Event Services for more information.

MUSIC LICENSING & USE OF COPYRIGHTED WORKS: The exhibitor or agent signing this agreement shall be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the event. Among other things, the exhibitor or agent agrees that no musical work protected by copyright will be staged, produced, or otherwise performed, via either "live" or mechanical means, by or on behalf of the exhibitor or agent at the event unless the exhibitor or agent has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI, or SESAC) for such use. Furthermore, the exhibitor or agent agrees to be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including, but not limited to, all obligations to report data and to pay royalty fees. Any live musical presentations must be pre-approved by AADE in writing. AADE reserves the right to determine an acceptable volume for the playing of any live or recorded music.

AMENDMENTS: Exhibitor shall be bound by and comply with all terms and conditions set forth herein and any amendments thereof or additional rules or regulations (e.g., Exhibitor Service Manual, Exhibitor Updates and other informational mailings). AADE reserves the right to interpret, amend and enforce the conditions, rules and regulations of the Agreement. Written notice of any amendments or interpretations shall be given to each exhibitor. Each Exhibitor, for himself, his agents and employees agrees to abide by all conditions, rules and regulations set forth in the Agreement or by any amendment thereto or interpretation thereof of which notice shall have been given. All points not covered are subject to the decision of Management.

