

Exhibitor Agreement

By receiving your application for exhibit space(s) at the Rehab Summit, it is assumed you have read the terms as outlined below and agree to abide by these terms. Your application and booth assignment are subject to the acceptance of the Rehab Summit. Written confirmation will be sent upon receipt of signed application and payment. This Application/Agreement is made and entered into by and between the Rehab Summit and the entity and persons named in the application/contract inserted in this flier (hereinafter, Exhibitor), on the date set forth. The Exhibitor agrees that this Application is effective and an Agreement only upon its acceptance by the Rehab Summit.

1. WHO MAY EXHIBIT—The Rehab Summit reserves the right to determine the eligibility of any applicant as an Exhibitor.

2. LOCATION OF EXHIBITORS' SPACE PRIORITY FEE—Exhibit space will be assigned to Exhibitors by the Rehab Summit on a "priority" or "first-come, first-served" basis, and as much in accord with the Exhibitor's wishes as is reasonably and conveniently feasible. The Rehab Summit reserves the right to locate and/or relocate Exhibitor's assigned exhibit space.

3. COST OF EXHIBIT SPACE—The cost of the exhibit space is \$1,500 for an inline booth, \$1,800 for a corner booth, and \$4,000 for an end cap booth. Included in the cost of an exhibit space rental, in addition to the space itself, are: a standard booth background, side rails, a booth sign showing the exhibitor's name and booth number, security service, an exhibitor's listing in the Program Book (when received by May 14, 2010), and two free representatives per 10' X 10' booth. The cost of each additional representative is \$50. Payment for exhibit space should be made to Cross Country Education.

4. CANCELLATION—An Exhibitor may cancel or withdraw from the exhibit program subject to the following conditions:

- The Exhibitor shall file a written notice of intention to cancel or withdraw by May 28, 2010.
- If written notice is received prior to May 28, 2010, the Rehab Summit shall retain a sum equal to fifty percent (50%) of the cost of the reserved exhibit space;
- No refunds will be granted after May 28, 2010.

5. DRAWINGS—Drawings for exhibitor prizes will be conducted at times specified by The Rehab Summit. There is no limit to value of prizes, but the range of \$50 to \$500 is recommended.

6. CONVENTION MANUAL—Each company shall receive one conference program book.

7. EXHIBIT HOURS—In their own best interest, and for security, Exhibitors are encouraged to keep an attendant at their booth(s) during all open hours. Exhibitors will be allowed in the exhibit hall one hour prior to show time. It is agreed that no Exhibitor will dismantle or remove any part of their exhibit prior to show closing.

8. DRESS OF ATTENDANTS—Costumes not regularly associated with the business and professional character of the conference must have the approval of show management.

9. SERVICE CONTRACTOR—All costs of shipping, cartage, and handling are to be borne by the Exhibitor. The service contractor selected by the Rehab Summit will handle all the drayage from the drayage warehouse to the Exhibitor's booth, remove crates and empty cartons, return them at the end of the show, deliver packed goods to the loading dock of the hotel, and load the items onto

transport vehicles. All additional services required by Exhibitors should be ordered directly from the service contractor. Each Exhibitor will receive, from the service contractor, an exhibitor service kit containing the appropriate order forms. These additional services are not part of this agreement and must be ordered separately. If an Exhibitor uses a contractor other than the official decorator, the other company must furnish a certificate of insurance to the Rehab Summit no later than May 28, 2010, or the Exhibitor will be required to use the official decorator of the show. To facilitate movement in and out of the Exhibit Hall and to insure proper delivery, it is essential that all shipments by the Exhibitor be consigned to arrive no later than the date designated by the service contractor. The hotel has no facilities for receiving or storing advance shipments. Therefore, all shipments that must arrive earlier than the move-in day should be consigned to the warehouse address of the exhibit contractor. In the receipt, handling, care, or custody of property of any kind shipped or otherwise delivered to the Exhibition—either prior to, during, or subsequent to the use of the exhibit space by the Exhibitor—the Rehab Summit and its officers, agents, and employees shall not be liable for any loss, damage, or injury to such property.

10. SMOKING—This is a non-smoking conference and no smoking will be allowed in conference sessions, exhibit hall or registration area.

11. ARRANGEMENT OF EXHIBITS—Exhibitor's exhibit(s) shall be arranged so as to avoid obstructing the general view of the other exhibits in the exhibition area. Maximum height permitted is eight feet (8'). The full height of the back walls may extend from the back of the booth to one half (1/2) of the booth depth of five feet (5'). Side rails separating booths may not exceed thirty-six inches (36") in height. Display material exposing an unfinished surface to neighboring booths is strictly prohibited. Nothing shall be posted on, tacked, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture, and anything in connection therewith necessary for the protection of the building, equipment, or furniture will be at the expense of the Exhibitor. Exhibitor shall not do, nor permit to be done, anything that may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof, or to the public areas adjacent thereto, or to the walkways adjoining.

12. CHARACTER OF EXHIBIT—The Rehab Summit reserves the right to restrict any exhibit that, because of noise, method of operation, materials, or any other reason, in the opinion of the Rehab Summit, becomes objectionable, and also to prohibit or remove any exhibit that, in the opinion of the Rehab Summit, may detract from the general character of the Exhibition as a whole, consists of products or services inconsistent with the purpose of the exhibition, or products pending litigation or FDA approval, without liability for any refunds or other exhibit expenses incurred.

13. COMPLIANCE WITH LAWS—Exhibitors shall bear responsibility for the compliance with any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, including the Policies, Rules, and Regulations of the JW Marriott Las Vegas Resort and Spa, regarding the installation and operation of the exhibit. Products sold must be related to industry and Exhibitor is responsible for applicable sales tax.

14. LIABILITY, INSURANCE, AND WAIVER OF SUBROGATION—JW Marriott, shall not be held responsible for the safety of exhibits against fire, theft, or property damage, or for accidents to

Exhibitors or their employees from any cause prior to, during, or subsequent to the period covered by the exhibit contract. Exhibitors shall obtain, at their own expense, adequate insurance against any such injury, loss, or damage. The Exhibitor waives the right of subrogation by its insurance carrier(s) to recover losses sustained under Exhibitor's insurance contracts or real and personal property. Should any circumstance prevent the conference from being held as scheduled, or the exhibit space not being available for uses herein specified due to war, terrorism, governmental action or order, act of God, fire, strikes, labor disputes, or any other causes beyond the control of the Rehab Summit, this agreement shall immediately terminate and no fees shall be returned. Exceptions may be made in the event that the Rehab Summit management determines a refund is appropriate after due consideration of expenditures and commitments already made. Exhibitor assumes responsibility and agrees to indemnify and defend the Rehab Summit, the JW Marriott and their respective employees, agents, and contractors against any claims or expenses arising out of the use of the exhibition premises. Exhibitor understands that neither the Rehab Summit nor the JW Marriott maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. Exhibitor shall be fully responsible to pay for any and all damages to property owned by the JW Marriott, its owners or managers, which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, JW Marriott, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from 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 the Exhibitor's occupancy and use of the exhibition premises, the JW Marriott or any part thereof. Any contractors/vendors contracted for by Exhibitor participating in the set-up and closing of the exhibit, are required to provide the JW Marriott with Certificates of Insurance, naming JW Marriott as "additional insured," for the period covering this agreement.

15. HOSPITALITY FUNCTIONS—Scheduling of private functions, cocktail parties, special events, or other hospitality functions must be coordinated in advance directly with the Rehab Summit. Functions during the period of move-in, show hours, or move-out are prohibited. Any Exhibitor desiring to offer food or beverage from their booth, during exhibit hours, must submit a request directly to the Rehab Summit prior to exhibit hours. This request must be approved prior to providing food and beverage.

16. CHANGES—The Rehab Summit reserves the right to make any reasonable changes in the rules necessary to insure the health and safety of those in attendance, the significance of the exhibition, and the harmony of operation. Exhibitors will be advised of any such changes by bulletin.

17. ADVERTISING/MARKETING—Exhibitor consents that any photographs or images taken during the Rehab Summit may be used by Cross Country Education (The Rehab Summit) in all media and manners, including but not limited to, promotion, art, education, electronic, and exhibition. Exhibitor further agrees to transfer all copyrights and other interests in the photographs or images taken and agrees to grant royalty-free permission to use the media in all formats.