



Exhibit A: Rules, Regulations and Services: Read Carefully – Avoid Misunderstandings

1. **General:** Days and hours for move-in, exhibiting and tear-down, will be specified in the Exhibitor Information to be provided to each exhibitor.
2. **Liability:** Neither CMS, showcase management, nor the Vail Cascade Resort & Spa, Vail, CO can or will be responsible for damage to, loss, or theft of property belonging to or injury to, any exhibitor, his/her agent, employees, business invitees, visitors or guests. Each exhibiting company is expected to carry appropriate insurance.
3. **Hold Harmless:** The exhibitor agrees that it will indemnify and hold harmless CMS against all liability, loss, damages, claims and expenses (including attorney's fees) of every kind and description, arising out of or in any way connected with the rental of space to the exhibitor, or use of such by it, at the showcase site.
4. **Damage:** The exhibitor is responsible for any damage to walls, columns, or floors and materials provided by the management for this activity. If any damage appears, the exhibitor shall be liable to the owner of the property for damages.
5. **Payment Requirements:** **NO exhibit space will be assigned or confirmed until full payment is received by CMS.**
6. **Cancellation:** In the event this application is not accepted, exhibit fees paid to CMS will be returned. If after acceptance of the application by CMS, a contract then becoming effective, an exhibitor must cancel for any reason:
 - a) Cancellation must be in writing. If written notification of intent to cancel is received on or before 90 days prior to the show opening, all sums paid by exhibitor will be refunded, less a service charge of 50%; b) Cancellation less than 90 days prior to the show opening obligates the exhibitor to full payment. No refund will be made after this date unless the space is resold, in which case the exhibitor will receive a refund for the amount of the resold space fee minus a 50% service charge.
7. **Failure to occupy exhibit space:** Exhibit space not occupied by 10:00 am on the scheduled show opening day, will be forfeited by the exhibitor and the space reassigned or resold, or used by CMS without refund, unless prior approval is obtained in writing from CMS.
8. **Exhibit Occupancy:** In case the premises of the facility are rendered unusable, the meeting, exhibits, or portion thereof fails to take place as scheduled, or is interrupted and or discontinued, or access to the premises is prevented or interfered with by reason of strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, or by the management, or for any reason, this contract may be terminated by the management. In the event of such termination, the exhibitor waives any and all damages, and claims for damages, and agrees that the sole liability of the Colorado Medical Society shall be to return to the exhibitor his booth fee minus pro rata share of all costs and expenses incurred and committed by the Colorado Medical Society.

RESTRICTIONS

1. **Acceptability:** all exhibits shall be to serve the interests of the members of CMS, and shall be operated in a way that will not detract from other exhibits, the exhibition, or meeting as a whole. CMS management reserves the right to request immediate withdrawal of any exhibit.
2. **Restriction on selling:** no over-the-counter direct sales, or sales of any kind that involve currency or plastic cards for goods received during the exhibition, will be allowed. Promotional giveaways, and/or drawings are permitted only with the prior approval of CMS.
3. **Restrictions on Exhibit Space use:** a) no exhibitor shall sublet, assign or share any part of the assigned space without written permission from CMS' management; b) solicitation or demonstrations must be confined to the immediate assigned **six (6) foot table-top** space; c) distribution of materials will be permitted as long as their handling and appearances are in good taste; d) aisle space must not be used for exhibit purposes; e) exhibit signs, materials, and other promotional media are prohibited in any part of the Annual Meeting premises unless prior approval has been received from CMS; f) all audio, video, and related exhibit functions must comply in good taste and intensity; g) construction shall be safe, and not obstruct or distract the general view; h) no exhibitor shall present an exhibit that is physically dangerous or does not comply with the state and local fire and/or electrical safety regulations, or involves the use of radiation or the use of ultrasound on living tissue,
4. **Irregular activities:** no person, firm or organization not having contracted with CMS for occupancy of space in the exhibit hall, or other arrangements, will be permitted to display or demonstrate any product, processes, or services; solicit, order, or distribute advertising materials; hold or sponsor refreshments, hospitality suites, or other social/educational events at the exhibit area or other environs of the CMS Annual Meeting. Any infringement of this regulation will result in prompt removal of the offending person, firm or organization from the premises.

COMMUNICATIONS: Address all communications to: Mike Campo, Colorado Medical Society
P.O. Box 17550 Denver, CO 80217-0550 ph# 720-859-1001, ext. 6310 **Fax: 720.859.7509**



Exhibit B

One-Time User Agreement for Mailing List Rental

Exhibitor or Sponsor applicant (hereafter "List Renter") will be provided with mailing lists that can include post-conference mailing lists of attendees for the Colorado Medical Society (hereafter "CMS") 2010 Annual Meeting.

List Renter understands and agrees that the mailing lists it receives from CMS are the sole property of CMS. Also, List Renter agrees and understands that it is renting the use of the mailing lists for a one-time mailing only.

List Renter will not transfer, reproduce, reuse in any form, resell or re-rent these mailing lists to anyone other than List Renter. None of the mailing list names or contact information will be retained, reused, transferred or integrated by List Renter for its database or telemarketing solicitation. Further, the mailing lists that have been rented will be monitored to prevent improper and unauthorized use.

List Renter will also be required to submit a sample of its mailing copy to CMS for approval, prior to release of said mailing lists to List Renter. List Renter also understands that CMS reserves the right to refuse list rental for any use that is deemed to be incompatible with its purposes and activities, or for any other reason. The use of the name Colorado Medical Society or CMS in List Renter's copy is strictly prohibited, unless otherwise approved by CMS. The use of CMS' mailing lists in no way constitutes approval or endorsement of products, programs or services distributed through List Renter's mailings.

List Renter understands that CMS uses its best efforts to maintain accurate information of its members' contact information. However, CMS does not guarantee the accuracy of the names, addresses or any other information provided in the mailing lists. List Renter agrees to be responsible for determining that the information provided in the mailing lists is accurate for its use. And, List Renter agrees to notify CMS (in writing) of any complaint arising from receipt of CMS' mailing lists. Any such notification will need to be made by List Renter within 15 days of receipt of said mailing lists.

List Renter hereby agrees that the above stated conditions are in effect for 12 months from delivery date of CMS' mailing lists to List Renter. If the specific conditions of this agreement are violated, the List Renter and all third parties involved with List Renter's mailing (such as List Renter's Lettershop), agree to indemnify CMS for any expenses incurred resultant to a breach of this agreement.