

Exhibit Contract for the Ohio Pharmacists Association Midyear Meeting, Sunday, November 5, 2017

SPACE ASSIGNMENTS

1. Space assignments will be made by the Ohio Pharmacists Association (OPA) on a first-come, first-serve basis according to the date that payment for the booth space is received for the Midyear Meeting to be held at the Makoy Center, 5462 Center Street, Hilliard, Ohio, 43026 on November 5, 2017.
2. The Ohio Pharmacists Association reserves the right to shift space assignments after the contract has been signed if they find it necessary to do so. Space is leased with the understanding that the Exhibitor will hold the Ohio Pharmacists Association blameless for any and/or all liability which may result for any cause whatsoever.

PAYMENTS AND CANCELLATIONS

1. In applying for space, the Exhibitor will pay for the full cost of the space with the application or as soon thereafter as possible. The cost of an 8' x 2' table exhibit space being \$300 for the member rate, \$350 for the early/new member rate until or the \$450 for the non-member rate. The contract and space reservations are not binding until payment for the booth space is received by OPA.
2. Written notice of cancellation must be received by the OPA office before October 16, 2017 in order for the Exhibitor to receive a refund less the \$50 administration fee. Any cancellations after that date, but before October 23, 2017, will receive a 50% refund. If notice is received after October 23, 2017, Exhibitor is obligated to pay full fee. In the event of a cancellation, OPA shall have the right to use said space for its own convenience.

EXHIBIT EQUIPMENT

1. The exhibit space will include 8' x 2' skirted table and two folding chairs. Any other items or services will be at each exhibitor's own expense and responsibility. The display area, which is fully carpeted, will be available for move-in of materials from 10:30-11:30 a.m. on Sunday, November 5, 2017. Set-up must be completed by 11:30 a.m. **Trade Show hours are Sunday, November 5, 2017 from 11:40 a.m. - 12:40 p.m.** Materials may not be removed before 12:45 p.m., Sunday, November 5, 2017 and must be completely removed by 1:30 p.m. on November 5, 2017. Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the show without permission first being secured in writing from OPA. *Note:* Exhibitors are advised to provide locked storage facilities within their own display area for excess merchandise.

USE OF EXHIBIT SPACE

1. All demonstrations and exhibits must be confined to the exhibit space. All Exhibitors must arrange their displays so they utilize only the area contracted for and in such manner as to recognize the right of other Exhibitors and show visitors to conform to the overall floor layout developed by OPA. OPA adheres to the IAEM guidelines for exhibits (available upon request). Heights: No constructed booth display or sign or advertising matter may exceed a height of ten feet (10') unless approved by the OPA Exhibit Manager. No lights, standards, signs, mirrors, advertising matter, display racks, display cases, other construction may exceed 42 inches in height in the front two-thirds of the space. Exhibitors who display machines or equipment that measure eight feet (8') in height must submit to OPA for approval of a floor plan showing the location of such equipment or machines by October 23, 2017. Lighting: Light bulbs or other light sources must not be visible from the aisles. The use of flashing electric signs or lights is not permitted. Appearance: An Exhibitor must arrange to remove excessive amounts of trash or waste materials during show hours. Fire regulations: All materials shall be fire-resistant. No Exhibitor shall assign, sublet or share the whole or any part of the booth space allocated.
2. Exhibitor agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or any other entertainment of any kind or nature, played, staged or produced by the Exhibitor, its agents, employees within the premises covered by this license agreement including but not limited to, royalties or licensing fees due to BMI, ASCAP, or SESAC. Exhibitor agrees to hold harmless OPA, its agents and employees against any and all such claims and charges, and to defend, at its own expense any, and all, such claims and charges. Exhibitor shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.
3. Only customary and descriptive product literature and samples may be distributed to meeting registrants and only within the space assigned to the Exhibitor presenting such material. Firms or organizations not assigned space in the Exhibit Hall will not be permitted to solicit business within the Hall. Food or drink distribution must be approved by the OPA exhibit manager.

DIRECTORY LISTING

The Exhibitor is solely responsible for his/her material contained in Exhibitor listing. The Exhibitor agrees to indemnify and hold harmless the OPA for any trademark, trade name, copyright or patent infringement claims or controversies arising out of, or related to this agreement or the program and Exhibitor listing.

OBJECTIONABLE MATERIAL AND ACTIVITIES

1. OPA reserves the right to request modification of any questionable exhibit. All products displayed in the exhibit booth must be suitable to the pharmacy market.

LIABILITY AND INSURANCE

1. OPA, the Makoy Center, or any officer or staff member thereof will not be responsible for the safety of the property of the Exhibitor, his agents or employees from theft, damage by fire, accident, or any other cause.
2. The Exhibitor agrees that OPA and the Makoy Center or its employees: (a) will not be responsible for any damages to or for the loss or destruction of the Exhibitor's property or injuries to the Exhibitor, his representatives, or injury being expressly waived by the Exhibitor, (b) will be exempted from or indemnified for any claims for injury to any part of the Exhibitor's representatives, agents or employees.
3. OPA, its agents and employees, will not be liable for failure to hold the exhibit as scheduled. Payments for exhibit space will be returned in that event except that any actual expenses incurred in connection with the exhibit will be deducted if the exhibit is called off on November 5, 2017, because of fire, or any natural cause, or strike, or epidemic or any law or regulation of public authority, which makes it impossible or impractical to hold the exhibition.
4. The Exhibitor agrees to obtain the following insurance coverage during the OPA exhibition, including move-in, move-out times, and be prepared to furnish certificate of insurance to the OPA if requested: (a) Comprehensive general liability insurance coverage including protective and contractual liability coverage of not less than one million dollars for bodily injury, property damage, and product liability coverage and (b) Employers' liability insurance within minimum limits of \$250,000 per accident.

BUILDING RULES

1. Exhibitors must comply with all regulations; meet the requirements of the U.S. Government, the State of Ohio, Franklin County and municipal authorities, police and fire departments for Norwich Township/City of Hilliard and all regulations of the Makoy Center.
2. Fire regulations require that all display materials be flame proofed and all hangings must clear the floor. Electrical signs and equipment must be wired to meet specifications of the National Electrical Code Safety Rules.
3. Exhibitors shall not deface any part of the Exhibit Facility. The cost of repairing any damage to the Exhibit Hall caused by the Exhibitor, its employees, representatives, or agents will be billed to and paid by the Exhibitor. Nothing can be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floor, ceiling, furniture, or properties of the Exhibit Hall. All setup and dismantling of Exhibit space and equipment must be conducted within the Exhibit Hall.
4. SMOKING IS NOT PERMITTED IN THE EXHIBIT HALL.

HANDLING AND STORAGE

1. The Makoy Center will accept shipped exhibit items beginning on October 30, 2017 to:

Makoy Center
 OPA Midyear Meeting
 Your company name and Onsite contact
 5462 N. Center Street
 Hilliard Ohio 43026

2. All items must be shipped out on Sunday, November 5, 2017. Exhibitors must provide shipping labels for items and are responsible for all shipping charges. Shipping charges will not be accepted by the Makoy Center. If venue personnel are required to assist in loading your shipment, you will incur a \$5.00 per box and \$75.00 per skid charge. These fees stand for both incoming and outgoing packages. If necessary, an invoice will be sent to your business.

TERMINATION AND DEFAULT

If the Exhibitor shall fail to perform any of the covenants or obligations under this contract, OPA may, as its option, terminate this contract immediately upon written notice to the Exhibitor. Any termination by OPA under this contract shall be without prejudice to any other rights or remedies of OPA hereunder. The failure of OPA to exercise the right of termination herein granted at any time shall not constitute waiver of its rights therefore under subsequent default.

GENERAL

1. All matters and questions not covered by the contract provisions are subject to the decisions of the OPA Exhibit Manager. The contract provisions may be amended at any time by OPA, and all amendments or additions that may be so made shall be equally binding, on all parties affected, as the original contract provisions.
2. Severability. The intention of the parties to this agreement is to comply fully with all laws and public policies, and this agreement shall be construed consistently with all laws and public policies to the extent possible. If and to the extent that any court or competent jurisdiction determines it is impossible to construe any provision of this agreement consistently with any law or public policy and consequently holds that provision to be valid, such holding shall in no way affect the validity of the other provisions in this agreement, which shall remain in full force and effect.
3. Superceding Agreement. In case of conflict between any term of this agreement and the OPA contract with the Makoy Center, the latter shall control.
4. Arbitration. Any controversy or claim arising out of, or relating to, this contract, or its breach, shall be settled by arbitration, in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment on the award rendered may be entered in any court having jurisdiction.