

# CleanMed 2018 Exhibitor Terms and Conditions

## 1. APPLICATION

The application must be signed by an authorized representative of your organization, firm or company. The Exhibitor warrants, represents and undertakes that it shall provide comprehensive and complete details on the Exhibit Contract/Application Form of the intended purpose of the Exhibit Booth and all Exhibits which it intends to use at the Exhibit Booth. Additions, deletions or addenda to the original application must be made using the CleanMed 2018 Change Request Form. No changes will be considered without an official written request.

The PRACTICE GREENHEALTH/HEALTHCARE WITHOUT HARM may at its absolute discretion accept or refuse the Exhibitor's application with no further explanation. The Exhibitor acknowledges and agrees that a binding contract will be formed upon the sending of the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM's written notification of an assigned booth location to the Exhibitor.

Applications received after April 1, 2018 is not guaranteed inclusion in official CleanMed 2018 publications.

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

## 2. EXHIBIT ELIGIBILITY

Criteria for Environmentally Preferable Products and Services are established by the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM to determine the eligibility of Exhibitor. Exhibitor agrees that the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM may at its absolute discretion decide the Exhibitor's eligibility with no further explanation. A product not meeting these policies may be allowed if they offer otherwise unattainable environmental advantages, as determined by the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM.

Environmentally preferable products will generally be:

- a. Non-toxic or least toxic: PVC-free products
  - Products bleached without chlorine or chlorine compounds
  - DEHP-free products
  - Latex-free products
  - Mercury-free products
  - Products free of PBTs (persistent bioaccumulative toxins) and halogenated organics including halogenated organic flame retardants, including PBDEs. Examples of halogenated organics include perfluorinated organics (Teflon); PBTs include mercury and lead
  - Formaldehyde-free products
  - Non-toxic solvents and dyes
  - VOC-free/low VOC building products
- b. Needle devices complying with federal legislation
- c. Reusable/reprocessed products (meet FDA guidelines)
- d. Non-incineration waste management technologies

- e. Waste minimization programs/services
- f. Sustainably harvested wood (as defined by FSC)
- g. Designed for low environmental impact at end-of-life
- h. Food Service: Third-party certified foods - organic, food alliance, fair trade; demonstrating GMO free commitment; no artificial trans fats; rBGH-free dairy commitment; whole grains; no additives; fresh, local or regional food products/ distribution

Each Participating Company is required to complete a questionnaire on each and every product or service they wish to exhibit. The PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM reserves the right to reject a company's Exhibit Application based on the information provided in this document. A company not meeting the following guidelines may be allowed if they offer otherwise unattainable environmental advantages, as determined by the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM.

- i. Confirm support for CleanMed's mission of environmental improvement and for the goals of virtually eliminating mercury from health care facilities, reducing the total waste generated in the health care sector, and minimizing the use and release of hazardous chemicals and persistent bioaccumulative toxins (PBTs).
- j. Are not primarily involved in the manufacture of materials that consist of persistent bioaccumulative toxins or release PBTs in their manufacturing, use or disposal.
- k. If they have been found in violation of one or more applicable federal, state, or local laws/ regulations or international treaties for worker safety, waste exporting, or environmental discharge laws in the past 5 years, they are rectifying the violations in good faith (as determined by CleanMed).
- l. In general, do not, nor do their parent companies, participate in lobbying or advocacy activities that oppose the mission and goals of CleanMed.
- m. Are not involved in waste incineration, unless in a state where incineration is required by law.

If PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM discovers evidence that a company may not meet the intent of the Guidelines, the company will be contacted in writing or by telephone. A reasonable amount of time will be provided for the company to explain or correct a practice that is not consistent with the Guidelines. The timeframe will be dependent upon the magnitude of the issue and the amount of time available before the conference. After notification, PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM will work to verify that the issue(s) has(ve) been satisfactorily addressed. Failure to make appropriate changes may result in the withdrawal of the invitation to exhibit at CleanMed.

### 3. EXHIBIT BOOTH RENTAL RATES

Exhibit Booth will be rented according to the categories listed below.

	<b>Early Bird</b> <i>by December 29, 2017</i>	<b>Standard</b> <i>after December 29, 2017</i>
Member 10' x 10'	\$3,000	\$3,500
Member 10' x 20'	\$4,800	\$5,300
Non-member 10' x 10'	\$3,500	\$4,000
Non-member 10' x 20'	\$5,300	\$5,800
Non-Profit 6' x 8'	\$1,500	\$1,500
Corner Booth 10' x 10'	Add \$500 ( <i>Limited availability, first-come, first-serve</i> )	
Corner Booth 10' x 20'	Add \$750 ( <i>Limited availability, first-come, first-serve</i> )	
Attendee List	FREE: Complimentary pre-show list of attendees excludes any attendee that opted out of providing their NAME, TITLE, and MAILING ADDRESS to the show directory	

### 4. PAYMENT

Exhibitor can pay the Exhibit Fee with a Credit Card or Debit Card or make a check payable to PRACTICE GREENHEALTH within 30 days of the date of the Exhibitor submitting the Exhibit Application Form. Send full payment with completed registration form to:

CleanMed 2018 Exhibit  
12355 Sunrise Valley Drive, Suite 680  
Reston, VA 20191

Payment is necessary to process registration.

Without prejudice to any other right or remedy that it may have, in the event the Exhibitor fails to meet any payment obligations, (whether as to the amounts or date of payment), then the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM shall be entitled in its sole discretion to deem that the Exhibitor has cancelled its application for Exhibit Booth and to exercise its rights pursuant to clause 8 Cancellation/Refund. Exception will be made on the condition that a written agreement to extend the due date is reached between Exhibitor and PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM at least 7 days prior to the original due date.

If any amounts payable under this Agreement are not paid to the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM by their due date for payment (whether Fees, Cancellation Charges or otherwise), then the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM shall be entitled to charge statutory interest on such sum from the day following the due date for payment. Exception will be made on the condition that a written agreement to extend the due date is reached between Exhibitor and PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM at least 7 days prior to the original due date.

### 5. ASSIGNMENT OF EXHIBIT BOOTH

The Exhibit Booth is rented to the Exhibitor (in common with the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM and all others authorized by the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM) on a non-exclusive

basis in accordance with this Agreement. The term of this Agreement shall be for the duration of the Exhibition (and for such reasonable time spent in promptly removing the Exhibits and marketing material from the Exhibit Booth after the Exhibition has concluded) or until the Agreement is otherwise terminated or cancelled.

Booth spaces will be assigned on a first-come, first-served basis with preference to our sponsors and exhibitors who pre-registered at the 2017 CleanMed Conference.

The PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM reserves the rights to determine, and if it deems necessary, alter at its sole discretion:

- The location and/or size of the Venue;
- The opening hours for the Exhibition;
- The term or duration of the Exhibition;
- The date or dates on which the Exhibition is to be held;
- The Exhibit Booth space assigned to the Exhibitor and its location;
- The layout of the Exhibition generally;
- The entrances and exits to and from the Exhibition; and
- Any and all other technical or administrative details in respect of the Exhibition.

The PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM reserves the right to rearrange the floor plan or relocate exhibitors any time should it become necessary for causes beyond the control of the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM or advisable in the best judgment of the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM. The PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM will use reasonable endeavors to notify the Exhibitor of any changes or alterations which materially and detrimentally impact on the Exhibitor's rights under this Agreement. The Exhibitor acknowledges and agrees that such changes and alterations may be required to be made by the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM to benefit the value of the Exhibition as a whole.

### 6. SUBLETTING OF EXHIBIT BOOTH

The Exhibitor is not permitted to sublet the Exhibit Booth assigned to it, either wholly or in Part, and may not display goods or services other than those indicated in the questionnaire defined in term 3.

### 7. CANCELLATION/REFUND OF EXHIBIT SPACE

The PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM requires that all cancellations to be notified using the **CleanMed 2018 Cancellation Notification Form**. The following refund schedule applies: Cancellation on or prior to **December 29, 2017** exhibit fees will be returned, minus a 20% administration fee. No portion of the original exhibit fee will be refunded on or after December 29, 2017.

### 8. INSURANCE AND LIABILITY

The exhibitor shall be fully responsible for any claims, liabilities, losses, damages or expenses relating to or arising from an injury to any person or any loss of or damage to property where such injury, loss or damage is incident to, arises out of, or is in any way connected with exhibitor's participation in the exhibition. The PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM

requires the Exhibitor, at its own expense, to obtain any or all licenses and permits to comply with all federal, state and local laws and city Portland (OR) ordinances for any activities conducted in association with or as part of the CleanMed 2018 Conference. Exhibitors must maintain general public liability insurance against claims for personal injury, death or property damage incident to, arising out of or in any way connected with the exhibitor's participation in the exhibition, in an amount of not less than \$2 million for personal injury, death or property damage in any one occurrence. Such insurance must include coverage of the indemnification obligations of the exhibitor under the Exhibitor Rules and Regulations must cover PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM as an additional named insured.

The Sheraton San Diego Hotel & Marina also requires the exhibitor obtain and keep in force during the term of the installation and use of the exhibit premise, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit, in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage.

Exhibitor who plans to use a supplier other than Stetson (CleanMed Official General Service Contractor) must notify the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM in writing using the EDC Request Form. The Exhibitor Designated Contractor (EDC) must also furnish an original of an insurance certificate to PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM. The insurance certificate must clearly state the name and address of the EDC, the name of the company they work for, and list PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM and The Sheraton San Diego Hotel & Marina as an additional insured. The certificate should reflect \$1 million liability coverage on an umbrella policy. Please send a copy of the insurance certificate by April 11, 2018 to [yzhong@practicegreenhealth.org](mailto:yzhong@practicegreenhealth.org) or by mail to:

PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM  
CleanMed 2018 Exhibit  
12355 Sunrise Valley Drive, Suite 680  
Reston, VA  
Fax: 866-379-8705

Exhibitor is required to communicate all terms & conditions, regulations & rules with the EDC, and will be held accountable for the conduct of EDC. EDC will only have access to the floor during move-in/out – not during the show.

The Exhibitor shall protect, indemnify, hold harmless and defend the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM, its officers, directors, agents and employees against all such claims, liabilities, losses, damages and expenses, including reasonable attorney's fees and costs of litigation; provided that the foregoing shall not apply to injury, loss or damage caused by or resulting from the negligence of the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM, its officers, directors, agents or employees.

In the event any part of the exhibit hall is destroyed or damaged so as to prevent the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM from permitting an exhibitor to occupy assigned space during any part or the whole of the exhibition period, or in the event occupation of assigned space during any part or the whole of the exhibition period is prevented by strikes, acts of God, national emergency or other causes beyond the control of the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM, the exhibitor will be charged for

space during the period it was or could have been occupied by the exhibitor; and exhibitor hereby waives any claim against PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM, its directors, officers, agents or employees for losses or damages which may arise in consequence of such inability to occupy assigned space, it's sold claim against PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM.

## 9. LIMITATIONS OF LIABILITY AND INDEMNITY

Neither the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM nor any of its respective agents, employees or directors shall be liable to the Exhibitor under this Agreement in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether direct or indirect), revenue, goods, use, anticipated savings, goodwill, reputation or business opportunity or for any indirect, incidental special or consequential loss arising under this Agreement (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).

Nothing in this Agreement purports to exclude or limit the Exhibitor's liability for damages caused by the intent or conscious recklessness of the Exhibitor or its management.

The Exhibitor shall on demand indemnify and keep indemnified the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the PRACTICE GREENHEALTH/HEALTH CARE WITHOUT HARM, its employees, agents or contractors as a result of any breach of any term(s) of this Agreement by the Exhibitor, its agents, contractors or employees.

The Sheraton San Diego Hotel & Marina requires the exhibitor assumes entire responsibility and hereby agrees to protect, defend, indemnify and save Hotel, its owners, its operator, Starwood Hotels & Resorts Worldwide, Inc., and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the negligence of Hotel its employees, agents, contractors or invitees.

## 10. EXHIBITOR RULES AND REGULATIONS

The exhibitor understands and agrees that the CleanMed 2018 Exhibitor Rules and Regulations, which are posted on the CleanMed 2018 Website, are an integral and binding part of this contract.