

EXHIBIT SPACE CONTRACT

AMCP MANAGED CARE & SPECIALTY PHARMACY ANNUAL MEETING 2019
 SAN DIEGO, CA • SAN DIEGO CONVENTION CENTER • March 25 – 28, 2019

COMPANY AND CONTACT INFORMATION *(Please type or print clearly)*

COMPANY NAME		COMPANY ADDRESS	
CITY	STATE	ZIP	
NAME OF CONTACT	TITLE	CONTACT PERSON'S EMAIL ADDRESS	
TELEPHONE	WEBSITE		

BOOTH SPACE FEES *(Please check the appropriate circle below)*

	Quantity	AMCP Corporate Member	Non-Corporate Member		Quantity	AMCP Corporate Member	Non-Corporate Member
<input type="radio"/> 10' x 10' standard	_____	\$3,875	\$4,600	<input type="radio"/> 20' x 30' Island	_____	\$25,225	\$29,525
<input type="radio"/> 10' x 10' corner	_____	\$4,125	\$4,850	<input type="radio"/> 20' x 40' island	_____	\$33,625 Members Only	
<input type="radio"/> 10' x 20' booth	_____	\$7,750*	\$9,200*	<input type="radio"/> 30' x 30' island	_____	\$40,000 Members Only	
<input type="radio"/> 10' x 30' booth	_____	\$11,625*	\$13,800*	<input type="radio"/> 30' x 50' island	_____	\$60,150 Members Only	
<input type="radio"/> 10' x 40' corner	_____	\$16,000	\$18,675	<input type="radio"/> 40' x 40' corner	_____	\$65,725 Members Only	
<input type="radio"/> 20' x 20' island	_____	\$17,000	\$19,625				

***Additional \$250 per corner**

THE EXPO PARTNERSHIP PACKAGE *(view benefits listed under Sponsorships, on page 15)*

	Quantity	AMCP Corporate Member	Non-Corporate Member
<input type="radio"/> Expo Partnership Package - 10' x 10' standard	_____	\$15,000	\$18,500

Please reserve _____ booth space(s) checked above to be occupied solely by our organization at AMCP Managed Care & Specialty Pharmacy Annual Meeting, at the SDCC. Exhibiting company must be a member in good standing at the time of booth reservation and by March 20, 2019 to receive the discounted pricing.

Our preference for booth space(s) are: FIRST CHOICE: _____ SECOND CHOICE: _____ THIRD CHOICE: _____ FOURTH CHOICE: _____

METHOD OF PAYMENT *(Please DO NOT EMAIL credit card information)*

Check made payable to AMCP or Wire Transfer for \$ _____ (in U.S. funds drawn on a U.S. Bank); AMCP Federal Tax Id: 22-3020486. Visa Mastercard American Express

CARD NUMBER	EXPIRATION DATE (MONTH/YEAR)	CVS NUMBER (3 OR 4 DIGIT SECURITY)
CARDHOLDER PRINTED NAME (AS IT APPEARS ON YOUR CARD)		CARDHOLDER SIGNATURE (REQUIRED)
CARDHOLDER TELEPHONE	CARDHOLDER EMAIL	

Acceptance of Contract — The Contract for Exhibit Space must be completed in its entirety and accompanied by 50% of the payment for the total booth fee for the number of spaces requested before it will be processed or space assigned. If said Contract is accepted by AMCP, it shall become binding upon both AMCP and the exhibitor with respect to space assigned and the use thereof and all other matters included in the Contract and the Exhibit Rules and Regulations. Any point not specifically covered in these regulations is subject to the decision of AMCP, whose decision shall be final. The remaining 50% of the payment is due within 30 days after booth space allocation is confirmed. Payment must be made by check, credit card or money order, payable to AMCP.

General Rules — All rights and privileges granted Exhibitor hereunder are subject to and subordinated to a master lease between the Academy of Managed Care Pharmacy (hereinafter referred to as AMCP) and the SDCC and the policies, rules, and regulations of said Convention facility. This agreement provides a personal right to Exhibitor and creates no interest or estate in the SDCC or its equipment or facilities. Exhibitor will comply with all applicable federal, state, and municipal statutes, ordinances, regulations, rules, and requirements including without limitation laws applicable to patents, copyrights and trademarks, and all rules and regulations of the SDCC. Exhibitors will not mar, deface, or otherwise damage any area or equipment of the SDCC. Exhibitor assumes all responsibility of its exhibit personnel, employees, contractors, servants, agents, and for all persons admitted to the exhibit area using its exhibitor badges. Exhibitors will not discriminate against any person on account of race, creed, color, sex, religion, national origin, or physical or mental disability. See following pages for additional rules and regulations.

We agree to comply with all of the Exhibit Rules and Regulations outlined in this Prospectus.

SIGNATURE	DATE
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AMCP USE ONLY – EXPO ID	
DATE RECEIVED	
PYMT TYPE	AMT RECEIVED
BOOTH # ASSIGNED	
BOOTH SIZE	

MAIL COMPLETED CONTRACT WITH PAYMENT TO:
 AMCP
 ATTN: Joshua Maze
 ASSISTANT DIRECTOR, NATIONAL MEETING SALES
 675 N. Washington St., Ste. 220
 ALEXANDRIA, VA 22314

FOR QUESTIONS, PLEASE CONTACT JOSHUA AT:
jmaze@amcp.org
 703/684-2619

RULES & REGULATIONS

Eligibility for Exhibiting — Participation in the AMCP Managed Care & Specialty Pharmacy Annual Meeting Expo (i.e. exhibit hall) is open to all Corporate Member and non-member companies and their representatives. Services/products exhibited by a company must be industry related. AMCP reserves the right to reject any application.

Floorplan — All measurements shown on the floorplan have been drawn as accurately as possible but AMCP reserves the right to make such modifications as may be needed, making equitable adjustments with the Exhibitors affected thereby.

Assignment of Space — Booth space will be allocated at the sole and exclusive discretion of AMCP with due regard to grouping of exhibitors and date upon which Contract for Exhibit Space is received and approved. AMCP will attempt to assign requested spaces, however Exhibitors must be aware that other requests may have been made for the same booth space, especially for popular locations. The decision of AMCP with respect to allocation of booth space will be final and binding upon all exhibitors. Applications must be made by mail. Facsimiles or phone requests will be accepted on a conditional basis pending receipt of payment. *Space is officially confirmed when AMCP accepts contract and full payment is received.*

Subletting of Space — AMCP prohibits and enforces that exhibitors cannot assign or sublet any part of their allotted exhibit space with another business or firm. Contracts for exhibit space are between AMCP and each individual exhibitor, not between exhibiting companies. Therefore, the subletting of space is grounds for AMCP's termination of any contract that exists.

Payment — A deposit of 50% of the full payment is due with the contract and must be received before space will be assigned. The balance of the payment is due after the booth allocation is confirmed, or by Wednesday, January 2, 2019. At that time, booth space allocation is confirmed or space will be released. Payment must be made by credit card, check or money order, made payable to AMCP. Exhibitor Service Kits will not be made available until full payment has been received.

Exhibitors failing to make the required final exhibit space payment as scheduled shall forfeit their right to participate as an Exhibitor and will lose their deposit.

Withdrawal — Withdrawal by an Exhibitor will not be accepted unless written notice of such withdrawal has been received by AMCP. Exhibitors canceling or withdrawing booth space or any portion of booth space prior to October 1, 2018 will receive a 75% refund of the total booth fee due. Exhibitors canceling or withdrawing after October 1, 2018 but before January 2, 2019 will receive a 50% refund of the total booth fee due. AMCP shall retain the full price of Exhibitor's booth as liquidated damages for any Exhibitor who withdraws after January 2, 2019. Cancellation of participation after January 2, 2019 does not release the exhibiting company from its obligation to pay 100% of the total contracted space fee and/or all other fees and expenses incurred from submission of contract. After space has been confirmed and accepted, a reduction in space is considered a cancellation and will be governed by the same policies outlined above. Any refundable amount will first apply to the outstanding balance due for the new space. Reduction in space may result in relocation of exhibit space at discretion of AMCP. AMCP reserves the right to reassign canceled or reduced space without obligation to the exhibitor. Cancellation of booth space will result in a forfeit of any and all complimentary registrations.

Termination of Annual Meeting 2019 & the Expo — Should the premises in which the Annual Meeting 2019 is to be held become, in the sole judgment of AMCP, unfit for occupancy, or should Annual Meeting 2019 be materially interfered with by reason of action of the elements, strike, picketing, boycott, embargo, injunction, war, riot, emergency declared by a government agency or any other act beyond the control of AMCP, the Contract for Exhibit Space may be terminated. AMCP will not incur any liability for damages sustained by Exhibitor as a result of such termination. In the event of such termination, the Exhibitor expressly waives such liability and releases AMCP of and from all claims for damages and agrees that AMCP shall have no obligations except to refund to the Exhibitors a pro-rated share of the aggregate amount received by AMCP (as rental for exhibit space for said Exhibit), after deducting all costs and expenses in connection with such Exhibit, including a reasonable reserve for claims, such deductions being hereby specifically agreed to by the Exhibitor.

Booth Personnel — Exhibit booths must be staffed during the stated Expo hours by qualified employees of the exhibiting company.

Solicitation and Personnel Behavior — Canvassing or distributing advertising matter outside of the Exhibitor's rented space is not permitted and is grounds for removal from the Expo, and company may be excluded from participation in future AMCP Expos. Exhibitors and their personnel may not enter another exhibitor's booth without permission, and may not enter an unattended exhibit booth, at any time. Exhibitor personnel, including vendors hired to work in their booth, may not solicit attendees, other exhibitors, meeting presenters or faculty from outside of their booth or elsewhere in the meeting venue, including educational and poster sessions, and may not canvass in any part of the Expo or convention center.

AMCP reserves the sole right to prohibit and require immediate cessation of any activity or distribution which, in AMCP's sole discretion, is determined not to conform as aforesaid. AMCP will provide advance approval of activities and items upon request of an Exhibitor. The Academy's decision to prohibit and require cessation of any activity will be in the sole and exclusive discretion of AMCP and will be final.

Display Rules and Regulations — AMCP will provide the following: Standard 10'X 10' booth with 8'-high back drape and 3'-high side rail drape; a 7" x 44" identification sign listing the company name, and booth number; aisle carpeting in all main aisles of the Expo; 24-hour security beginning with set-up and concluding after all freight has been removed. **NOTE: AMCP requires all exhibitors to carpet their entire booth space.** Display Rules and Regulations are those set forth by the International Association of Exhibitions and Events, updated 2014. Displays not conforming to these specifications, or which, in design, operation, or are otherwise found objectionable in the opinion of the AMCP, will be prohibited.

For all booth types, exhibit booth is considered to be contained in the space as contracted, to the maximum heights stated. The Expo hall ceiling may be used for suspension of pre-approved displays only. No ceiling projection will be allowed. Booth configuration and construction guidelines can be found at www.amcp.org/boothconfig.

Displays must be contained within the assigned booth spaces in such a way that they do not interfere with other Exhibitor's displays. All exhibits must conform strictly to the Exhibit Rules and Regulations. AMCP also reserves the right to make any modifications to these displays, at Exhibitors expense, so that the exhibit conforms to the Exhibit Rules and Regulations. AMCP also reserves the right to adjust the floor plan to meet the needs of efficient use and layout of the Expo.

Installation and Dismantling of Exhibits — The Expo has been reserved for exhibit installation on Monday, March 25, 2019 from 8:00 am to 5:00 pm; and Tuesday, March 26 from 8:00 am-4:00 pm. All exhibits must be operational by 4:00 pm on Tuesday March 26, 2019. After this hour, no installation work will be permitted without special permission from AMCP.

If installation of any exhibit has not started by 1:00 pm on March 26, 2019, AMCP shall order the exhibit to be installed and the Exhibitor will be responsible for payment of expenses incurred. Dismantling or packing of exhibits cannot begin earlier than 11:00 am on Thursday, March 28, 2019. All displays must be ready for removal from the Expo no later than 11:00 am on Friday, March 29, 2019. **Please note that these times maybe subject to change slightly.** AMCP and the SDCC each reserves the right to disassemble exhibits and charge the Exhibitor so described above plus damages in the event these exhibits are not dismantled in a timely manner causing Exhibitor to remain on the premises beyond authorized times. AMCP and the SDCC each assume no obligation to undertake disassembly and assume no liability for any action in connection herewith.

Storage: Boxes and Crates — Exhibitors will not be permitted to store boxes or packing crates in or behind booths. Boxes and crates will be placed in storage provided they are properly labeled for storage. Those not so labeled will be removed and destroyed for refuse.

Contract Labor — Exhibitors may use contractors other than the Official Service Contractor to set up, install and dismantle exhibits if, at least forty-five (45) days prior to the first official move-in day, Exhibitor provides AMCP and Freeman a written statement of authorization for each such contractor, and lists the name of the supervisor to be in attendance; assumes all responsibility for acts of its contractors and holds harmless AMCP, the SDCC, and Freeman for any loss, damage, including reasonable attorney's fees, arising from any act or omission of its contractors; and further holds harmless AMCP, the SDCC, and Freeman from any injury to property of the contractors and the contractors' employees, subcontractors' agents and servants and guarantees compliance with any and all laws, ordinances, or regulations, all union and convention center requirements and guarantees all work will be coordinated through and subject to the direction of Freeman, to assure orderly work-flow. Exhibitors must also provide the following for their contractor: a certificate of

insurance, naming AMCP and the SDCC as an additional insured, said insurance in the amount of \$1,000,000.00 combined single limit bodily injury and broad form property damage, including broad form contractual liability. Contractors must strictly comply with the foregoing or they will not be permitted on the premises. AMCP reserves the right to disassemble exhibits and charge the Exhibitor thereof plus damages as aforesaid in the event these exhibits are not dismantled in a timely manner causing Exhibitor to remain on the premises beyond the authorized time.

AMCP assumes no obligation to undertake disassembly and assumes no liability for any action in connection therewith.

Music — Exhibitors shall not play or perform any music at any time. Notwithstanding the foregoing, Exhibitor represents and warrants 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 at the meeting unless the Exhibitor has previously obtained written permission from the copyright owner, or the copyright owner's designee, (e.g., ASCAP, BMI, or SESAC) for such use. Exhibitor further represents and warrants that it shall 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. Exhibitor agrees to indemnify, save and hold harmless AMCP and its directors, officers, agents, employees and each of them, from and against any and all claims, costs and expenses (including legal fees & expenses) demands, actions and liabilities of every kind and character whatsoever with respect to any breach of the foregoing representations/warrants.

Sound — Exhibitors are responsible for monitoring their own booth to be sure that the noise level from any demonstrations or sound systems is kept to a minimum and does not interfere with others. Remember, the use of sound systems or equipment producing sound is an exception to the rule, not the norm. AMCP reserves the right to determine at what point sound constitutes interference with others and must be discontinued.

Care of Exhibit Space and Premises — The Exhibitor, at its own expenses, shall install carpet in its exhibit space, shall take good care of its exhibit space, not deface or mar said premises, and will keep and maintain the aforesaid premises in good order at all times. Decorations may not be taped, nailed, tacked, or otherwise fastened to the painted surfaces, columns, fabrics or walls. Banners may be rigged from the ceiling, banners cannot hang higher than AMCP's height restriction of 20 feet for island exhibitors, and all banners must be approved in advance through Freeman. Exhibitors may not distribute adhesive backed decals/stickers inside the Expo or on the premises. Distribution of food and beverages by the Exhibitor in the Expo is prohibited unless authorized by AMCP and must be purchased through the facility's official caterer. Any booth with a covering larger than 100 square feet will require prior approval by AMCP and the Fire Marshal.

Sales Policy — Exhibiting companies are permitted to take orders in the Expo. However, AMCP prohibits any selling of goods and/or services on the exhibit floor. This policy will be enforced and violators will be removed from the exhibit floor, with no refund of exhibit fees. Any state and/or local taxes associated with the taking of orders on the show floor are the sole responsibility of the exhibiting company.

Giveaways/Prize Drawings — Samples, catalogues, pamphlets, souvenirs, etc. may be distributed by Exhibitors and booth personnel within their booth. Exhibitors interested in conducting prize drawings, awards for signing of names, address, etc. must submit their intention in writing and receive written approval from AMCP prior to publishing advertisements or any other such giveaway or prize drawing. Signs showing the price of prize items must not be displayed.

Exhibitor Conduct — AMCP expects exhibitors to conduct themselves professionally and with respect and to refrain from behavior that is considered unacceptable in a professional workplace. AMCP reserves the right to expel or refuse admittance to any representative, whose conduct is, in AMCP's opinion, not keeping in the character and/or spirit of AMCP Managed Care & Specialty Pharmacy Annual Meeting.

Labor/Fire/Safety — Exhibitors will comply with all applicable statutes, ordinances, rules, and requirements relating to health, fire, safety, and use of premises. No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper shall be used at any time. All packing containers, excelsior and wrapping paper are to be removed from the floor and must not be stored under tables or behind displays. All muslin, velvet, silken or any other cloth must stand a flameproof test as prescribed by the fire ordinance of San Diego, CA. All booth hangings must clear the floor. Volatile, explosive or other flammable matter, of any substances prohibited by the law or insurance carriers, are not permitted on premises. Electrical wiring must conform

to all federal, state, and municipal government requirements and National Electrical Code Safety Rules. If inspection indicates that an Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazards, the right is reserved to cancel at Exhibitor's expense all or such part of the exhibit as may be irregular.

Limitation of Liability — AMCP, the SDCC, the City of San Diego, Freeman, and the officers, directors, members, agents, employees, contractors and assigns of any of the aforesaid parties shall not be liable or responsible for, and shall be held harmless from claims for any loss, damage, death or injury whatsoever or however arising, which may occur to an Exhibitor or to his/her agents, employees, guests, the public, and all others or to the property or wares of the Exhibitor arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy, or use of the program's premises or part thereof, including any outside program areas (collectively, "Claims") during or subsequent to the period covered by the booth space allocation. Each Exhibitor expressly releases AMCP and the above-named parties from any and all claims for any such injury, loss, or damage. The Exhibitor assumes responsibility for its Expo personnel, employees, contractors, agents and hereby agrees to protect, indemnify, defend and save harmless AMCP, the SDCC, the City of San Diego, Freeman, and their affiliated and subsidiary companies, and their respective partners, directors, officers, employees, and agents ("the Indemnities") against all claims, losses, and damages to persons or property, governmental charges, or fines and attorney's fees arising out of or caused by Claims. In addition, the Exhibitor acknowledge that neither AMCP, the SDCC nor any of the other Indemnities maintain insurance covering participant's property, nor are they responsible for obtaining insurance covering such losses. It is the sole responsibility and expense of the Exhibitor to adequately insure their materials, goods, and wares against theft, damage, loss or injury of any kind. The parties agree that the total liability of AMCP to Exhibitor under this contract whether in contract or tort or any other legal theory shall not exceed the total amount of the Exhibitor's fees paid to AMCP. In no event shall AMCP be liable, whether in contract or tort, for any indirect, consequential, exemplary, punitive, or special damages or awards. AMCP shall not be liable to any exhibitor in any respect for any direct or indirect damage or loss arising from any cancellation, curtailment or delay of the event.

Insurance — Exhibitors must adequately insure their materials, equipment, goods and wares against theft, damage, loss or injury of any kind and must do so at their own expense; AMCP, the SDCC, and Freeman are not responsible for any loss (howsoever caused) to any property of any Exhibitor. Exhibitors are solely responsible for their own actions during AMCP Managed Care & Specialty Pharmacy Annual Meeting. AMCP will provide security services during the official hours of installation, dismantle, and exhibit hours. The furnishing of such service is in no case to be interpreted by Exhibitors as guaranteeing them against loss or theft or damage of any kind.

Exhibitor Loss — AMCP shall not be in any way liable or responsible for the loss or disappearance, by theft or otherwise, of any object, item, goods or materials, whether personal or commercial property, from Exhibitor's booth space or any location in the Expo (exhibit hall); except for such loss or disappearance as is due to intentional and tortious theft committed by the employees of AMCP. AMCP and the BCEC may provide certain security services including, the providing of advice on security measures to be taken, as a convenience to Exhibitors, however, neither the providing of or failure to provide such services, nor the failure of security guards to prevent the theft or loss of property, shall be grounds for holding either AMCP or the SDCC liable for any related loss, damage, or claim. Responsibility for the security of an Exhibitor's area, product and property rests solely with the Exhibitor.

AMCP Rights — The rights and benefits hereunder are personal to Exhibitor and may not be assigned without the express written consent of AMCP. AMCP reserves the right to restrict any exhibit which might be considered undesirable. Restrictions include, but are not limited to, articles, conduct, printed matter, or anything objectionable to the Expo or AMCP Managed Care & Specialty Pharmacy Annual Meeting as a whole.

Amendment to Contract Regulation — Any and all points not covered specifically are subject to the discretion of AMCP. AMCP may, in its sole discretion, make reasonable changes, amendments, or additions to Exhibit Rules and Regulations. Any such changes shall be binding on Exhibitor equally with the other regulations contained herein.

Applicable Law — The Contract shall be governed exclusively by the law of the Commonwealth of Virginia without regard to conflict of laws principles and any claim or cause of action arising under this agreement or in connection with the event shall be adjudicated exclusively in the state or federal courts of Northern Virginia. Exhibitor agrees to abide by the rules and regulations of the facility and all other applicable laws and regulations.