

UMC 14th Annual UNIVERSITY MEDICAL CENTER Cardiovascular Symposium

After completing and signing this Exhibitor Agreement, please send a copy of the final, signed document to cardiosymposium@umcsn.com.

This Exhibitor Agreement (this "Agreement") is made as of _____, 2024 between _____ (the "Exhibitor") and University Medical Center of Southern Nevada ("UMCSN") for the University Medical Center of Southern Nevada, 14th Annual Cardiovascular Symposium on June 8, 2024 ("the Conference"), at Red Rock Casino Resort & Spa Convention Center in Las Vegas, Nevada, located at 11011 W. Charleston Blvd., Las Vegas Nevada 89135.

In consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Space will be reserved for the duration of this Conference to Exhibitor for the fee of \$3,000 per Exhibitor Space. Exhibitors may choose to purchase multiple Exhibitor Spaces. Each individual Exhibitor Space shall include one (1) 6-foot by 30-inch table and two (2) chairs located within the exhibitor area of the conference; and the attendance of up to two (2) representatives of Exhibitor.

The Exhibitor would like to purchase _____ Exhibitor Spaces for a total fee of \$_____.

*******Set up will begin at 6:00 a.m. on June 8, 2024*******

2. UMCSN and Exhibitor expressly acknowledge that the total fee of \$3,000 for each individual Exhibitor Space provided at the Conference is consistent with fair market value in arms-length transactions and was not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between UMCSN and Exhibitor.
3. Exhibitor agrees to adhere to UMCSN's vendor policy and government ethics policy.
4. Each representative of an Exhibitor will be required to wear a name badge identifying themselves and the entity or organization with which they are affiliated. Should an Exhibitor choose to attend one of the educational sessions, name badges must be worn.
5. UMCSN cannot guarantee Exhibitor against loss or damage of any kind. The exhibit area and conference area will not be locked during non-exhibiting hours.
6. Exhibitor agrees to refrain from pasting, nailing or otherwise attaching signs or other display materials to walls, doors, backdrops, floors and carpets or other in any way that mars or defaces them. Any damages to the surfaces will be paid for by the Exhibitor.
7. Exhibits should not project beyond the space allocation and should not obstruct the view of or interfere with other exhibits. Aisles and fire exits cannot be blocked by tables, cables, boxes or other items.
8. To avoid infringing upon other Exhibitors, all interviews, demonstrations, distribution of literature, sales promotions and other similar activities shall only be conducted at the Exhibitor's assigned area.
9. Exhibits producing noise or other interference which is not adequately controlled will be relocated to reduce such interference.

10. Electrical hookups may be made available upon a request made at least ten (10) business days in advance of the Conference.
11. Exhibitor is responsible for removing exhibits at the end of the Conference.
12. Exhibitor is responsible for shipping/handling and storage fees of equipment and display materials.
13. No refunds will be made if Exhibitor cancels.
14. Other than for educational materials, direct sales involving the exchange of funds in the exhibit areas by any Exhibitor or their agent is prohibited.
15. UMCSN will make all space assignments without preconditions and reserve the right to rearrange the floor plan and to relocate any Exhibitor's space.
16. Any violation or infraction of these terms and conditions on the part of the Exhibitor or its representative may result in dismissal from the exhibit area and/or the Conference with no refund.
17. Space is reserved with the understanding that UMCSN assumes no liability whatsoever for damages resulting from any act of omission or commission in connection with the exhibition of products or services. The Exhibitor and its representative hereby release UMCSN from any or all liabilities for loss associated with this reservation of table top space, ensuing from any cause whatsoever.
18. Full payment must be received prior to the event. Checks should be made payable to University Medical Center of Southern Nevada with "UMC Cardiovascular Symposium" in the memo field. Checks should be mailed to:

University Medical Center of Southern Nevada
ATTN: Roxana Medesan, Financial Analyst
1800 W. Charleston Blvd.
Las Vegas, NV, 89102
19. Communications pertaining to this agreement or exhibit should be sent to cardiosymposium@umcsn.com or 702-383-2390.
20. UMCSN's Tax ID is #88-6000436 and a W-9 form will be provided.
21. Exhibitor assumes all risks and responsibilities for accidents, injuries or damages to person or property and agrees to indemnify and hold harmless UMCSN, its officers, directors, trustees, employees, agents and contractors, from any and all claims, liabilities, losses, costs and expenses (including attorneys' fees and costs) arising from or in connection with Exhibitor's participation in the Conference.
22. Exhibitor assumes all risks and responsibilities for accidents, injuries or damages to person or property and agrees to indemnify and hold harmless Clark County, Nevada, its officers, directors, trustees, employees, agents and contractors, from any and all claims, liabilities, losses, costs and expenses (including attorneys' fees and costs) arising from or in connection with

Exhibitor participation in the Conference.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

24. Attendees at the Conference may apply for accredited continuing medical education. As such, pursuant to the Accreditation Council for Continuing Medical Education (ACCME) Standards for Commercial Support:

(a) Arrangements for commercial exhibits or advertisements cannot influence planning or interfere with the presentation; nor can they be a condition of the provision of commercial support for educational activities. Product-promotion material or product-specific advertisement of any type is prohibited in or during educational activities. The juxtaposition of editorial and advertising material on the same products or subjects must be avoided. Live (staffed exhibits, presentations) or enduring (printed or electronic advertisements) promotional activities must be kept separate from educational activities.

(b) Print advertisements and promotional materials will not be interleaved within the pages of the educational content. Advertisements and promotional materials may face the first or last pages of printed educational content as long as these materials are not related to the educational content they face and are not paid for by the commercial supporters of the educational activity.

(c) Computer based advertisements and promotional materials will not be visible on the screen at the same time as the educational content and not interleaved between computer "windows" or screens of the educational content.

(d) Audio and video recording advertisements and promotional materials will not be included within the educational activity. There will be no "commercial breaks."

(e) For live, face-to-face educational activity, advertisements and promotional materials cannot be displayed or distributed in the educational space immediately before, during, or after an educational activity. Providers cannot allow representatives of Commercial Interests to engage in sales or promotional activities while in the space or place of the educational activity.

Educational materials that are part of an educational activity, such as slides, abstracts and handouts, cannot contain any advertising, trade name or a product-group message.

(f) Exhibitor agrees to abide by all requirements of the ACCME STANDARDS for Commercial Support of Continuing Medical Education.

Exhibitor has read the above agreement and agrees to abide by all terms and conditions of this Agreement. Exhibitor expressly acknowledges that the person executing this Agreement on behalf of the Exhibitor is duly authorized to sign on behalf of Exhibitor.

Name of Exhibitor

Print Name of Representative of Exhibitor

Signature of Representative of Exhibitor

Date