

2018 Premier Annual Breakthroughs Conference and Exhibition  
June 20-21, 2018  
Gaylord Opryland Resort & Convention Center  
Nashville, TN  
Rules and Regulations

Exhibiting companies will be held responsible for compliance with these rules and regulations. To avoid liabilities, the Exhibitor is advised to carefully read these rules and regulations as they are incorporated into and constitute an integral part of the contract between your company and Premier when you register to exhibit at the 2018 Premier Annual Breakthroughs Conference and Exhibition (the "Conference"). By completing the booth space registration, you acknowledge you have read, understand and will abide by these rules and regulations and represent that Exhibitor meets the Exhibitor Eligibility requirements below.

### **1. Eligibility**

Each Exhibitor **MUST** have a current group purchasing agreement ("Contract") and be in good standing with Premier to participate in the Conference. Only products and services under a current Premier Contract at the time of the Conference are permitted to be displayed or marketed during the Conference. Monies submitted to Premier will be returned if a Contract is not current or if Premier deems it necessary to cancel participation. Failure to adhere to the restrictions herein may subject you to possible additional liability.

### **2. Move-in/out dates and hours**

Set up hours noted here are subject to change, in which case Exhibitors will be notified in writing.

The exhibit hall will be open for **booth set-up on Tuesday, June 19, 2018, 8:00 a.m. – 5:00 p.m. and Wednesday, June 20, 2018, 7:00- 10:30 a.m.** All exhibits must be fully installed by show start time on Wednesday, June 20, 2018. After this time, no installation work can be done without permission. If an exhibit is not set up by show start time on Wednesday, June 20, 2018, Premier reserves the right to force set an Exhibitor's display at their cost, reassign such space to another Exhibitor or to make such other use of the space as deemed necessary or appropriate, and a refund will not be issued to the Exhibitor. If the Exhibitor will be delayed, due to weather or any other circumstance, they must notify Premier and inform them of the delay, to avoid having their booth space being regarded as abandoned. The contact number to reach Premier on site will be included in the final confirmation.

**Booths must be dismantled on Thursday, June 21, 2018,** at the close of the show. No part of an exhibit shall be removed during the show without special permission from Premier. Exhibitors who begins the dismantling of their display before the close of the show may lose future exhibiting privileges, or be charged a fine. All exhibit materials must be removed from the Gaylord Opryland Resort & Convention Center by 8:00 p.m. on Thursday, June 21, 2018, at the Exhibitors' expense. If materials are not removed by this time, Premier has the right to remove the materials and charge the Exhibitor for labor and storage.

### **3. Assignment of booth space**

Booth space will be allocated in the order in which reservation requests are received, **and** shall be reserved when **paid in full**. If the requested space has been assigned, by the time full payment is received, Premier reserves the right to assign the next best available space.

### **4. Exhibit Hall floor plan**

The Exhibit Hall floor plan is available on the Premier Breakthroughs web site. Premier reserves the right to modify the booth space plan to accommodate space sales or avoid conflicts. Each 10' x 10' booth has an 8-foot back drape panel, 36-inch side drape, a sign measuring 7" x 44" with company name. A complimentary furniture package of one 6' skirted table, two chairs, and a wastebasket will be provided if confirmed in advance, see form in the Exhibitor Service Manual.

### **5. Subletting of space (booth sharing)**

Exhibitors may **not** assign, sublet, or apportion any part of the space allotted to them and may

not advertise or display goods or services other than those manufactured or sold by them in the regular course of their business **and** currently covered under a current Contract with Premier.

## 6. Booth space rates and payment schedule

**Early-Registration: Through Friday, June 15, 2018** - \$4775 per 100 square feet (which includes one full Conference badge registration per 100 square feet). Additional badges must be purchased separately for \$525 each.

**Standard Registration: Beginning Saturday, June 16, 2018** - \$5150.00 per 100 square feet (which includes one full Conference badge registration per 100 square feet). Additional badges must be purchased separately for \$650 each.

Every exhibiting attendee must be registered.

All booth fees must be paid in full by close of business June 18, 2018. **Please note** vendors with an unpaid booth fee on May 18, 2018 will not be included in Premier's marketing materials distributed to all attendees on site, on the Breakthroughs web site, including but not limited to mobile application information, Exhibitor Look-up, Breakthroughs Conference Guide and promotional materials to include supplier promotions summary, and Premier may release such booth reservation in its discretion.

All booth reservations received after May 4, 2018 must be accompanied with payment in full.

## 7. Exhibitor registration fees

All Exhibitors are required to pay a registration fee in order to secure an attendee badge. Exhibitor registration fees are transferable but nonrefundable. Exhibitor registration fees (per person) based on registrations received and paid during the following dates:

### Early-Registration: Through June 15, 2018

- \$525 full Exhibitor attendance fee
- \$275 daily Exhibitor attendance fee

### Standard Registration: Beginning June 16, 2018

- \$650 full Exhibitor attendance fee

- \$400 daily Exhibitor attendance fee

**Children under the age of 18 are not permitted on the exhibit floor at any time.**

## 8. Exhibit refund policy

**A company that reserves booth space and consequently cancels said space must do so in writing within 21 days from the date of notification of assignment. Otherwise, the space and booth assignment will be presumed to be acceptable to the Exhibitor.**

Date of notification is considered to be the postmark of such notification. The refund schedule is outlined below. If Premier receives **written** cancellation:

- On or before February 28, 2018, 50% refund
- March 1 – March 30, 2018, 20% refund
- After April 1, 2018, no refund

## 9. Representation of Exhibitor

**Each Exhibitor must provide an attendant in the exhibit space during the open hours of the meeting.** Exhibitors agree to be responsible for wearing badges and having proper identification at all times while attending Conference functions and inside the exhibit hall. **The designated booth manager shall represent Exhibitor in connection with setup, operation and dismantling of such exhibit.**

## 10. Decorating and drayage

GES Exposition Services is the official decorator and supplier of exhibit booths for the meeting. GES will send the Exhibitor order forms for services approximately 60 days in advance of the Conference.

## 11. Union jurisdiction

GES Exposition Services is responsible for receiving and handling all exhibit material and empty crates. It is their responsibility to manage docks and schedule vehicles for the smooth, efficient move-in and move-out of the exposition. GES is not responsible for any material it does not handle. GES will have complete control of the loading docks at all times. Union labor is available to assist in erecting and dismantling exhibit booths. Union exhibit labor claims jurisdiction for the installation, dismantling, and first cleaning of fabricated exhibits and displays

when persons other than company personnel perform this work.

### **12. Booth construction and arrangement**

Please refer to the Breakthroughs website for the exhibit display and guidelines for booth construction. All exposed parts of displays must be finished as to present an attractive appearance when viewed from the aisles or from adjoining exhibits. **Premier is the sole judge as to what is objectionable and may drape off offending areas and bill the costs of such draping to the Exhibitor.**

### **13. Fire and safety**

All flammable material must be flameproof before being placed in the exhibit hall. All materials and installations are subject to the fire and safety regulations enforced by state and/or city fire authorities. Exhibitors must provide certification of flame proofing if requested by Premier or fire department. Volatile or flammable fluids, substances or materials of any nature prohibited by fire regulations are not allowed.

### **14. Care of exhibit space**

The Exhibitor must, at its expense, maintain the contracted exhibit space and keep it in good order. Special cleaning services for your booth are available through GES.

### **15. Security**

Each Exhibitor must make provisions for safeguarding its goods, material, equipment, and display at all times. Premier will not be responsible for the loss of or damage to exhibit materials for or by any cause.

### **16. Liability**

Exhibitor agrees that it will indemnify and hold harmless Premier, its directors, officers, employees and agents from and against all claims on account of injury or damage to any person or property to the extent that any such injury or damage was caused wholly or in part by an act or omission of Exhibitor or any of its agents, employees, contractors, guests, licensees or invitees. Exhibitor agrees that if Premier is made a party to any litigation commenced by or against Exhibitor, or relating to this Agreement, then Exhibitor will pay all costs and expenses, including reasonable attorney's

fees, incurred by or imposed upon Premier by reason of such litigation. Exhibitor shall have its own insurance at its expense in commercially reasonable amounts to cover loss or damage to property or injury to persons, and to cover its obligations under this section.

### **17. Convention cancellation**

If circumstances make it impossible for Premier to permit an Exhibitor to occupy an assigned booth space during any part of the Conference, then the Exhibitor will be charged for booth space only for the period of time when the space was or could have been occupied by the Exhibitor. Premier is released from any and all claims for damages caused by such action.

### **18. Special visual and sound effects**

An audiovisual device is permitted only in those locations and at such decibel intensity as in the opinion of Premier does not interfere with the activities of neighboring Exhibitors.

### **19. Irregular activities**

Sample giveaways should not interfere with those of other Exhibitors. Where serving of food products is permitted, food preparation should not cause odors considered offensive or objectionable to other Exhibitors or registrants. Exhibitors must observe policies of the Gaylord Opryland Resort & Convention Center and the local County Health Agency. Publicizing and/or maintaining any extraneous activities, including hospitality suites, endorsements, demonstrations or displays away from the exhibit area during exhibit hours is not permitted. Exhibitor activities must comply with the Gaylord Opryland Resort & Convention Center. Complete information will be provided in the Exhibitor Service Manual.

### **20. Advertisements**

All advertisements purchased must be paid in full by May 7, 2018. Please note vendors with an unpaid advertisement fee after May 7, 2018 will not be eligible to advertise in any Premier marketing materials. Digital advertisements may be purchased until May 31, 2018 but must be accompanied with payment in full.

All print advertisements must be submitted to the Breakthroughs\_promos@premierinc.com mailbox for approval by May 7, 2018. All digital

advertisements must be submitted to the Breakthroughs\_promos@premierinc.com mailbox for approval by May 31, 2018. If advertisements are not submitted by this date, they are not eligible for production and will not be refunded.

### **21. Conduct of Exhibitors**

Exhibitor badges are not transferable. Each representative of an exhibiting company must wear the official badge at all times during the Conference. Supplementing this identification with business cards, ribbons, or company logotypes is not permitted. Demonstrations or distribution of literature, etc. is not permitted in the aisles or outside the confines of the exhibit rental space.

### **22. Conflicting meeting and social events.**

In the interest of the success of the entire Conference, the Exhibitors agree not to extend invitations, call meetings, or otherwise encourage absence of attendees or Exhibitors from the Conference or exhibit hall during the official hours of the Conference. Regulations pertaining to the operation of hospitality suite functions during the Conference are as follows:

- No hospitality function may take place while planned activities of the Conference are occurring.
- Any function not approved by Premier which would compete for attendees' time or interfere with Premier's events, either during the hours of the Conference or hours of the educational sessions and programs, is strictly prohibited.

### **23. Proprietary Information**

The information and materials shared before or during the course of the Conference are proprietary and confidential to this private event and Exhibitor has no rights in or to such confidential information, including further use, except as agreed herein. Should it be determined that Exhibitor does not meet the eligibility requirements, Exhibitor agrees unconditionally to return or destroy any and all information and materials obtained during the Conference and that such materials may not be used or disclosed without permission.

### **24. Violations**

Violations of any of these rules and regulations on the part of the Exhibitor, or its employees or agents shall, at the option of Premier, forfeit the right to occupy space and such Exhibitor will forfeit to Premier all fees paid, in addition to any other rights that Premier may have.

### **25. General**

All matters and questions not covered by these rules and regulations are subject to the decision of Premier. Premier may amend these rules and regulations at any time and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original rules and regulations. In the event of any amendments or additions to these rules and regulations, Premier will provide written notice to such Exhibitors as may be affected.