



Lowes Miami Beach Hotel, Miami Beach, FL
September 6-8, 2024

Cord Blood Connect 2024 Exhibit Space Application

Exhibit Space Pricing

Table with 3 columns: Member Type, Early Bird Price, Regular Price. Rows: Industry Member, Non-member.

Early Bird deadline: May 10, 2024

Exhibit pricing includes a 10x10 booth space, booth furnishings (skirted table, 2 chairs, and a wastebasket), recognition on the CBA website and conference mobile app, participation in the Cord Blood Connect Passport Program, and two complimentary conference registrations.

Number of Booths \_\_\_\_\_ Rate \_\_\_\_\_

List companies you would prefer not to be near:

Two blank lines for listing companies.

Contact Information

These representatives will be contacted with important updates throughout the year from the show organizers and decorator.

Primary Contact

Form fields for Name, Title, E-mail, and Phone number.

Secondary Contact

Form fields for Name, Title, E-mail, and Phone number.

READ BEFORE SIGNING: Exhibitor's signature on this contract indicates acceptance of the Terms and Conditions provided with this contract and is an agreement to pay the total amount due.

Form fields for Name, E-mail, and Signature.

Company Information

Please print or type this information exactly as you would like it to appear on the virtual floor plan and mobile app.

Form fields for Company Name, Street Address, City, State, ZIP, Phone, and Website.

Billing Information

If different from the primary contact.

Form fields for Name (first/last), Company Name, Address, City, State, ZIP, Phone, and E-mail.

Please check this box if a Purchase Order is required prior to submitting payment.

Submitting your application and payment:

For applications received before July 1, 2024, please provide a 50% deposit. Final payment for all applications is due by July 1, 2024.

- 1. E-mail your application to odiehl@cb-association.org
2. Make a copy of this form for your records.
3. Include credit card information below or submit payment via check to:

Cord Blood Association
PO Box 88019
Chicago, IL 60680-8019

Make checks payable to Cord Blood Association

Credit Card Information

Form fields for credit card information: cc#, check #, exp, date, and amount.

## EXHIBIT CONTRACT—TERMS AND CONDITIONS

Violating this regulation will be fined \$200 and may be denied exhibit space at any future Association conferences.

### 9. ADDITIONAL EXHIBITOR SERVICES

All other services are available to exhibitors at normal charges through the official convention contractor (hereinafter "Official Contractor"). An exhibitor's service kit will be e-mailed to all exhibitors in advance with complete details and deadline order dates for rental displays, additional decorating, furniture, carpeting, signs, cleaning, photography, floral, electrical, telephone, audiovisual service, drayage, and labor.

### 10. CONTRACTOR AND LABOR COORDINATION

The Official Contractor will have control of all inbound and outbound freight to prevent congestion in the loading and unloading area, in the aisles, and in any freight traffic area. The Official Contractor will have complete control of all labor hired and scheduling and coordination of labor for the purpose of the orderly setup, management, and dismantling of the exposition. It is highly recommended that the labor services of the Official Contractor are used for setup and dismantling.

### 11. HOSPITALITY AND ENTERTAINMENT

Hospitality suites or events sponsored by the exhibitors must be approved by the Association in writing. No entertainment may be scheduled to conflict with the Association's program hours, activity hours, or exhibit hours.

### 12. EXHIBIT STAFF REGISTRATION

Each exhibitor will receive complimentary registration of 2 representatives per 10x10 booth space. There will be a \$500 charge for the registration of each additional representative above the exhibitor's allotment. Each exhibitor who registered in advance will have a printed exhibitor badge available at the exhibitor registration area at the exhibit facility. This badge will entitle registered exhibitors admission to the exhibit area during designated set up and dismantle times in addition to all other exhibitor and attendee functions. Exhibitors badges are eligible (and encouraged) to attend sessions, but cannot claim CE credits. For individuals who need exhibit hall access during set up and tear down and would also like to claim CE, it is recommended that they register as both an exhibitor and professional attendee. Exhibitors must wear badges at all times—including during setup times, exhibit hours, and dismantling—in order to enter the exhibit area.

### 13. SPECIAL VISUAL AND SOUND EFFECTS

Audiovisual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as in the sole opinion of the Association does not interfere with the activities of neighboring exhibitors. Operation of equipment being demonstrated may not create noise levels objectionable to neighboring exhibitors.

### 14. UNACCEPTABLE EXHIBITS

The exhibitor agrees not to use any displays that the Association determines, in its absolute discretion, will unreasonably endanger the person or property of the attendees or of the exhibitors, are in bad taste, are liable to discredit or subject the Association to criticism or legal liability, are inconsistent with the stated purposes of the Association and the interest and welfare of its members, are inimical to the property rights of the Association, or violate the booth regulations or any other provision of this contract. In the event the Association determines at any time that any exhibit may or does violate this contract and the exhibitor is unable or unwilling to cure or correct such violation, the Association may terminate this contract immediately and forbid erection of the exhibit or may remove or cause the exhibit to be removed at the exhibitor's expense, and the exhibitor hereby waives any claim for refund of the exhibit booth or other damages arising out of such termination and/or exhibit removal. Any exhibitor who is uncertain as to whether an exhibit is in compliance with all applicable regulations and requirements should contact the Association.

### 15. INSURING EXHIBITS

Exhibitors shall insure their exhibits, merchandise, and display materials against theft, fire, etc. at their own expense. It is suggested by the Association that the exhibitor contact the exhibitor's insurance broker and obtain all risk insurance covering exhibit property while absent from home premises for exhibit purposes, or a rider to the exhibitor's existing policy covering same.

Neither the exhibit facility, the Association, nor the Official Contractor will be responsible for loss or damage to any property in storage, in transit to or from the exhibit building, or while in the exhibit building for any loss of income as a result of any reduced sales due to such loss or damage. All property of the exhibitor will be deemed to remain under the exhibitor's custody and control in storage, in transit to or from, or within the confines of the exhibit hall, even though it may at times be under the temporary control or direction of the Association or the Official Contractor.

### 16. FDA REGULATIONS

Exhibitors shall comply with all applicable U.S. Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and pre-approved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses. Any product not FDA-approved for a particular use or not commercially available in the U.S. may be exhibited only if accompanied by easily visible signs indicating the status of the product. Exhibitors shall have available at their exhibit space a letter from the FDA that describes the allowable use of any drug or device exhibited.

### 17. AMERICANS WITH DISABILITIES ACT

The exhibitor shall ensure that its booth and its promotional materials and activities comply with the Americans with Disabilities Act so as to allow persons with disabilities equal access to goods and services.

### 20. LIABILITY FOR DAMAGES OR LOSS OF PROPERTY

The exhibitor shall protect, indemnify, and hold harmless the Association, the exhibit facility, and the Official Contractor from any and all liability, loss, damage, or expense by reason of any injury or injuries sustained by any persons or property or loss of property or income that might be derived therefrom occurring in or about the exposition premises or entrances thereto or exits therefrom, including that caused by or resulting from the negligence of the Association. The Association and exhibit facility shall not be responsible or liable for any injury, loss, or damage to any property or person brought in by the exhibitor or otherwise located in the exposition premises. The terms of this provision shall survive the termination or expiration of this contract.

### 21. INDEMNIFICATION

The exhibitor agrees that it is responsible for the defense and payment of any and all claims, demands and suits on account of any alleged injuries, death or other loss by individuals, or damage to property or other loss, to any party occurring in the exhibit facility or elsewhere because of the acts or omissions of the exhibitor, its employees or agents, licensees, guests or contractors. The exhibitor agrees to defend, indemnify and hold harmless the Association, the exhibit facility, and their respective owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "Indemnitees"), from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which any Indemnitee, its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the exhibitor, its officers, directors, employees, agents, contractors, or any other person or organization hired by the exhibitor. The term of this section shall survive the termination or expiration of this contract.

### 22. SHIPPING INSTRUCTIONS

Information on shipping methods and rates will be included in the Official Show Decorator Exhibitor Kit. The exhibitor will ship, at his own risk and expense, all articles to be exhibited. The Official Contractor will provide storage for incoming freight, delivery to the booth, and removal, storage, and return of empty crates, and removal and shipment of outbound freight. All charges are based on inbound weights and dimensions. All shipments must be prepaid. The address on all crated shipments shall include the exhibitor's name and booth number(s).

Exhibit material cannot be received at the exhibit facility prior to the exhibition setup dates. Such freight will be directed to and stored at the Association's designated freight handling and storage firm at the exhibitor's expense.

The exhibitor expressly agrees that any exhibit material remaining in the exhibit hall after the contracted move-out time has terminated or any damaged exhibits left behind may be removed and disposed of at the expense of the exhibitor and without liability to the Association or the Official Contractor.

### 23. FAILURE TO OCCUPY SPACE

Any space not occupied at the exhibit facility one hour before the opening of the exhibit hall shall be forfeited by the exhibitor, and space may be resold, reassigned, or used by the Association without refund, unless a request for delayed occupancy has received prior approval by the Association in writing.

### 24. ADVERTISING MATERIAL

All handouts must be distributed within the exhibit booths. Except as otherwise provided, the Association will not endorse, support, or be liable for the claims made by the exhibitors as to the qualities or merits of their products or services, and no advertising or mention will indicate, claim, or suggest such endorsement or support.

### 25. PHOTOGRAPHY

The Association occasionally has photographs and videos of exhibitors and their booth personnel taken during the exhibition and uses this content in its promotional materials. By virtue of the exhibitor's participation in the exhibition, the exhibitor, on behalf of its booth personnel, automatically agrees to usage of its booth personnel's likeness in such materials with no remuneration to exhibitor or to its booth personnel.

### 26. MISCELLANEOUS

The Association shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors and this exhibition. Any and all matters not specifically covered herein are subject to decision by the Association and such decision shall be final. These terms and conditions may be amended at any time by the Association upon written notice to all exhibitors. The exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by from time to time.

### 27. LIMITATION OF LIABILITY

IN NO EVENT SHALL ASSOCIATION, EXHIBIT FACILITY, AND THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "EXHIBITION PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION OR FOR ANY CLAIM BY THE EXHIBITOR, EVEN IF ANY OF THE EXHIBITION PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES EXHIBITOR AGREES THAT EXHIBITION PARTIES' SOLE AND MAXIMUM LIABILITY TO THE EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE THE EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE EXHIBITION PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY EXHIBITION PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.

### 1. APPLICATION AND ELIGIBILITY

Application for booth space must be made on the printed form provided by CBA (hereinafter "the Association"), contain the information as requested, and be executed by an individual who has authority to act for the applicant. This exhibition is designed for the display and demonstration of products and services relating to the cord blood and perinatal tissue industry. The Association shall determine the eligibility to display of any company, product, or service. The Association may reject the application of any company whose display of goods or services is not compatible, in the sole opinion of the Association, with the educational character and objectives of the exhibition. In the event an application is not accepted, any paid space rental fees or deposits will be returned. Upon receipt and acceptance of application by Association, this application shall constitute a contract. Acceptance constitutes one or more of the following: applicant's receipt of Association confirmation letter or e-mail message, shared conference information to exhibitor, receipt of decorator kit or information.

### 2. EXHIBIT SPACE PRICING

Pricing is as outlined on page 1 and includes 10x10 booth space, booth furnishings (skirted table, 2 chairs, and a wastebasket), recognition on the CBA website and conference mobile app, participation in the Cord Blood Connect Passport Program, and two complimentary conference registrations.

### 3. PAYMENT DATES

Payment is due in full by July 1, 2024, or at time of application if submitted after this date. If paying by check or wire transfer, the payment must be received in full within 30 days of the invoice date. Applications submitted within 30 days of conference must be paid by credit card or wire transfer/ACH (payment remittance required as proof of payment) on the day the application is received.

### 4. CANCELLATION OF BOOTH SPACE

Any cancellation requests must be made in writing to the Cord Blood Association. For cancellations received between the date of signature and July 1, 2024, CBA shall retain 50% of the total invoiced amount. Should a cancellation be made after July 1, 2024, CBA shall retain 100% of the total invoiced amount as a cancellation fee. No refunds will be made after July 1, 2024.

### 5. ASSIGNMENT OF BOOTH SPACE

Booth space will be assigned on a first come first served basis. Deposit or payment must be included with the application or received prior to officially assigning the space to the floor plan. Despite our best efforts, it is not always possible to ensure your booth will not be near a competitive vendor. Please review the floor plan carefully during booth selection before making your selection. CBA cannot guarantee booth relocation once onsite.

### 6. BOOTH, FURNISHINGS, EQUIPMENT, AND SERVICE

A uniformly styled exhibit booth will be provided with draped material on aluminum framework with a back drape that is 8 ft. high, side rails that are 36 in. high, and an identification sign. Booths will also be furnished with one 6' skirted table, two chairs, and a wastebasket. Exhibit displays must not project so as to obstruct the view of the adjacent booths. In the rear 4 ft. of all booths, display material or equipment can be placed to a height not exceeding 8 ft. (unless noted on floor plan). In the remainder of the booth, all display material or equipment shall not exceed 42 in. in height without written approval from the Association.

### 7. CONDUCT OF EXHIBITS

The advertisement or display of goods or services other than those manufactured, distributed, or sold by the exhibitor in the regular course of business and identified in this contract is prohibited. An exhibitor may not assign, sublet, or apportion all or any part of the contracted booth space, nor may an exhibitor permit the display, promotion, sales, or marketing of non-exhibitor products or services. Interviews, demonstrations, and distribution of literature or samples must be made within the booth area assigned to the exhibitor. All sales activities must be compliant with the FDA and OIG. Canvassing or distributing of advertising outside the exhibitor's own booth will not be permitted. There is no restriction on selling on the exhibit floor provided that sales transactions may be conducted only within the exhibitor's own booth. Exhibitors are responsible for compliance with local, state and federal tax regulations for sales which occur on the exhibit floor. Exhibitors may not serve or dispense food or beverages of any type from their booths or in the exhibit area without consent of the Association. Helium balloons are not allowed in the exhibit facility. No part of the display, including products, is permitted outside the exhibit space. Products and furnishings should be arranged with the safety of the exhibitors and attendees in mind. The Association reserves the right to restrict the operation of, or evict completely, any exhibit which, in the sole opinion of the Association, detracts from the general character of the exhibition as a whole. This applies to displays, literature, advertising novelties, souvenirs, conduct of persons, etc. No exhibits will be permitted which interfere with the use of, or impede access to, other exhibits or impede free use of the aisle. Photography is restricted to the confinement of your exhibit space.

### 8. INSTALLATION/DISMANTLING

All exhibits must be set up at least an hour before the exhibit hall opens. Assembly of exhibits during scheduled exhibit hours will not be permitted. An hour before the exhibit hall opens, an inspection will be made, and exhibits that obviously are not being worked on and have no representative present will be assigned to the labor contractor for uncrating and erecting to facilitate the removal of crates and the initial cleaning prior to the opening. Charges will be billed to the exhibitor. Exhibit aisles must be clear at this time. Dismantling. No packing of booth material or dismantling of the exhibits is permitted prior to the posted closing time. The official closing time will be posted in the online schedule and in the Show Decorator Exhibitor Kit when available. Any company violating this regulation will be fined \$500 and may be denied exhibit space at future association conferences. All exhibit material must be packed and ready for removal from the exhibit area by the time posted in the Exhibitor Kit.