



MISSOURI HOSPICE

*& Palliative Care  
Association*

**EXHIBIT SPACE CONTRACT**

**This CONTRACT is by and between Missouri Hospice & Palliative Care Association and the company listed below (referred to as “Company” or “Exhibitor”) (the “Contract”).**

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**THIS CONTRACT IS SUBJECT  
TO THE PRIOR APPROVAL OF MISSOURI HOSPICE & PALLIATIVE CARE ASSN.**

**EXHIBIT SPACE FEES ARE NOT INCLUDED IN THE COMMERCIAL SUPPORT PROVIDED  
PURSUANT TO ANY WRITTEN AGREEMENT FOR COMMERCIAL SUPPORT.**

The Exhibitor agrees to, and shall abide by, the following terms and conditions:

- **FULL PAYMENT OF THE EXHIBIT SPACE FEE IS DUE NO LATER THAN (60) DAYS PRIOR TO THE CEU EVENT DATE. MHPCA RESERVES THE RIGHT TO REASSIGN EXHIBIT SPACE IF PAYMENT IS NOT RECEIVED (30) DAYS PRIOR TO THE CEU EVENT DATE.**
- Cancellations and requests for refunds for any fees associated with exhibiting must be received in writing 30 days prior to the date of the CE Event. If an Exhibitor fails to provide MHPCA written notice of cancellation and a request for refund at least 30 days prior to the date of the CE Event, the Exhibitor will forfeit fifty percent (50%) of the total exhibit fees. Refunds will be made following the CE Event. No refunds provided for any fees less than 30 days prior to the CE Event.
- No Exhibitor shall sublet, assign or share any part of the exhibit space.

- Exhibitor is responsible for installation and removal of exhibits from the CE Event, during such times as designated by, and in the manner designated by, MHPCA.
- MHPCA reserves the right to rearrange any CE Event exhibit area floor space and relocate any exhibitor's space. MHPCA makes every effort to not place your booth next to a competitor, however, with the setup of an exhibit hall and with specific trades it may not be possible to keep competitor booths separated. Please be aware that situations can occur where a competitor may be within ear shot of your booth. Please plan accordingly. There is always the opportunity for your company to purchase a double booth to place you further away from your competition.
- Prohibited or unethical conduct will subject the Exhibitor to dismissal from the CE Event and the CE Event premises. Should this occur, the Exhibit is deemed to have forfeited all exhibit space fees and any other fees paid by the Exhibitor.
- The Exhibitor assumes entire responsibility and liability for losses, damages and claims arising out of injury or damage to Exhibitor's displays, equipment and other property brought upon the CE Event premises. Exhibitor shall release, indemnify and hold MHPCA, officers, administration, faculty, employees, students, agents and representatives harmless from and against any and all actual or threatened liabilities, claims, suits, actions, damages, settlements, costs and expenses incurred by or claimed against Missouri Hospice & Palliative Care Association, including reasonable attorneys' fees, arising out of injuries to persons, damages to property or other claims by third parties relating to the actions, errors and/or omissions in connection with Exhibitor's presence on the CE Event premises, use of exhibit space or the conduct of Exhibitor or its employees or contractors, notwithstanding any negligence that might be alleged against or attributed to, MHPCA or any person indemnified hereunder. Notwithstanding anything to the contrary, in no event shall MHPCA's liability for any damages whatsoever exceed the amount paid by Exhibitor to MHPCA under this Contract.
- Exhibitor shall procure and maintain (i) insurance to cover exhibit material against damage and loss, (ii) public liability insurance against injury to the person and property of others, and (iii) workers' compensation insurance in full compliance with all federal and state laws governing all of the Exhibitor's employees engaged in performance of work for the Exhibitor. Upon MHPCA's request, Exhibitor shall provide a certificate(s) of insurance evidencing the required insurance.
- The performance of this Contract by MHPCA is subject to acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or other similar cause beyond the control of the parties making it inadvisable, illegal, impractical, or impossible to hold a successful conference. This Contract may be terminated without penalty for any one or more of such reasons by written notice from MHPCA.
- This Contract shall be construed and enforced in accordance with the substantive laws of the State of Missouri, without regard to Missouri's conflict law provisions.
- The individual signing for the Exhibitor warrants he/she has proper authorization to do so.

Agreed and acknowledged by Company.

**COMPANY NAME** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Midwest Conference on Palliative and End of Life Care**