

Cleveland Clinic Heart and Vascular Institute presents

A Comprehensive International Symposium

The Treatment of Cardiovascular Disease: Legacy and Innovation

June 3-5, 2009 ♦ InterContinental Hotel and Bank of America Conference Center ♦ Cleveland, OH

Application for Exhibit Space

Please fill out the application and retain a copy for your records. If you have any questions, please contact Ceca Sarkissian at (216)932.3448

1. Contact person: This person will receive future exhibitor mailings and will be responsible for all booth logistics: PLEASE PRINT

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____

Zip: _____ Country: _____

Phone: (____) _____ ext. _____

Fax: (____) _____

Email Address: _____

2. Exhibit Space Fees:

- \$15,000.00
10' x 10' - Premier Exhibit Space
4 complimentary registrations for company employees
Company Logo included in all Symposium signage
- \$10,000.00
8' Table Top—Secondary Exhibit Space
2 complimentary registrations for company employees
Company Name included in all Symposium signage
- \$7,500.00
6' Table Top
1 complimentary registration for company employee
Company Name included in all Symposium signage

3. Amenities

- Electricity—\$50 per day
- Easel—\$35 per day
- Hi Speed Internet—\$200 per day

4. Competitor Proximity:

Would like to be near _____

We do not want to be near _____

5. A brief description of your product or service that will be displayed:

6. Exhibit to be listed in the program as follows: (Please type or print)

Company Name: _____

7. Payment Method: Full payment is due no later than Friday, April 17, 2009, in order to secure your exhibit opportunity.

Check enclosed for \$ _____

Check made payable to:

Cleveland Clinic

c/o Jamie Belkin Events—Legacy and Innovation Exhibit

2460 Fairmount Blvd., Suite 303, Cleveland Heights, OH 44106

Credit Card: AMEX Mastercard Visa

Credit card payment can be faxed to (216)932.0444

Amount to be charged \$ _____

Credit Card Number _____

Expiration Date _____ Security Code _____

Billing Address (if different from contact address)

City, State & Zip Code _____

Name as it appears on credit card _____

Cardholder's Signature _____

Office Use Only

Received by JBE: _____ Date: _____ Assigned Exhibit Number: _____ Amount Received: \$ _____

Return Information Sent Via: Email Phone USPS Date: _____

Office Notes: _____

Exhibitor Agreement Terms and Conditions of Use

In consideration of the mutual promises and covenants contained herein, Cleveland Clinic ("CC") and Company agree as follows:

1. **Exhibit Space.** CC shall provide an Exhibit space at the site specified for the fees associated with such Exhibit space (listed on page 1). Company shall not engage in the question and answer portion of the activity at which Company is exhibiting.

2. **Waiver/Indemnity.** Company hereby agrees and represents that use of the Exhibitor space shall be undertaken at its own risk and that CC, its officers, agents and employees shall not be liable for any claims, damages, injuries, actions, or causes of actions whatsoever, to the Company, or to the Company property, or to the executors, heirs, or assigns of the employees or agents of Company, arising out of or connected with the use of the Exhibitor space, and the Company shall take no action against CC, its officers, agents and employees for any cause of action related to the use of this Exhibitor space. Company shall indemnify, defend and hold harmless CC officers and employees and shall defend same against and hold harmless from any allegations, claims, actions, suits, loss, damages, fines, penalties and costs (including, but not limited to, attorneys fees) arising out of or relating to the use of the Exhibit space. If any settlement requires an affirmative obligation of, results in any ongoing liability to, or prejudices or detrimentally impacts CC in any way, then such settlement shall require CC's prior written consent. CC may elect to have its own counsel in attendance at all proceedings.

3. **No Warranty.** CC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXHIBIT SPACE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR USE OR TITLE. FURTHER, CC DOES NOT MAKE ANY WARRANTY FOR ANY THIRD PARTY RELATED TO, WITHOUT LIMITATION, THE SITE OR THE EXHIBIT SPACE.

4. **Force Majeure.** Neither party will be liable for any delay in performance hereunder if such delay is due to causes beyond the reasonable control of such party. Such causes will include, without limitation, fires, floods, strikes or other labor disputes, war, criminal disturbances, power failure, acts of God and restrictions imposed by any governmental agency. In the event such delay or nonperformance extends beyond thirty (30) days, either party may, at its option, cancel any portion of this Agreement and/or extend any date upon which any performance is due, and neither party will assess any damages against the delaying party in such event.

5. **Publicity and Use of Name.** Company shall not use the name, likeness or trademarks of CC for any reason, including but not limited to advertising, marketing, media communications or endorsement purposes without the prior written consent of CC for each such use.

6. **Jurisdiction and Venue.** This Agreement shall be governed by the laws of Ohio, without regard to conflicts of laws provisions, and any legal action concerning the provisions hereof shall be brought in the courts sitting in the State of Ohio, county of Cuyahoga.

7. **Changes in Law.** The parties recognize that the law and regulations may change or may be clarified, including in relation to certification and/or accreditation, and that terms of this Agreement may need to be revised, on advice of counsel, in order to remain in compliance with such changes or clarifications, and the parties agree to negotiate in good faith revisions to the term or terms that cause the potential or actual violation or noncompliance. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days written notice to the other party, or earlier if necessary to prevent noncompliance with a deadline or effective date.

8. **Refund Policy.** CC shall not refund any fees paid under this Agreement if the Company cancels or does not use the Exhibit space.

9. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written agreement signed by both parties hereto.

For purposes of this Agreement, the parties intend and agree that a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Agreement and shall be given the same force and effect. In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized agents.

Company Authorized Signer

Cleveland Clinic

Print Name

Print Name