



CMSA 2024 Annual Conference Terms of Service

- 1. WHO MAY EXHIBIT** – The exhibition is only for those companies offering products, equipment and services that are related to the case management profession and which have no outstanding payments due CMSA for other goods or services. CMSA reserves the right to determine eligibility of any applicant as an Exhibitor up to and including the dates of the show.
- 2. ASSIGNMENT OF EXHIBIT SPACE** – Assignment of space will be made on a first-come, first-served basis. CMSA reserves the final decision and right, in the best interest of the Exhibit, to amend the floor plan, assign, or relocate selected space in areas other than that selected by Exhibitor.
- 3. COST OF EXHIBIT SPACE** –The cost of the exhibit spaces is noted in the application. Each exhibitor’s booth package includes 8’ pipe & drape, one ID sign with booth number (CMSA reserves the right to abbreviate any company names which are over 50 characters long), draped table with (2) chairs, (1) waste receptacle, and basic booth carpeting. Each 10x10 booth comes with (2) exhibit hall only registrations, additional badges can be purchased (All personnel must be registered for conference) ; (see Section 8 for additional details); exhibitor listing in the official CMSA Mobile App, exhibitor listing in the CMSA Conference Guide, and exhibitor listing on CMSA website and online floorplan. Package also includes exhibitor listing in the conference issue of CMSA Today and the ability to schedule virtual networking through exhibition system. Only one company name per booth will be listed on the booth sign or in conference materials. **CMSA requires all booths to be paid in full within 30 days of their original invoice. Final payments are to be made by May 3, 2024. Prices are subject to change.**
- 4. CANCELLATION** – An Exhibitor may cancel or withdraw from the exhibit program subject to the following conditions: **(A)** The Exhibitor shall file a written notice of intention to cancel or withdraw by **April 15, 2024**. **(B)** If written notice is received by CMSA on or before **April 15, 2024**, CMSA shall return the fees paid but shall retain a service fee of \$600.00 for each 10x10 space (e.g. we will retain \$1,200 fee for 10x20 and so on.) If payment has not been received, CMSA will invoice the Exhibitor and the Exhibitor agrees to pay \$600 for each 10’x10’ reserved space. **(C)** If written notice of cancellation is received on or after **April 16, 2024**, no refunds will be made for cancellation regardless of reason. **(D)** If all or part of the Exhibitor’s payment represents funds CMSA credited from that Exhibitor’s cancellation of a previous year’s conference, the Exhibitor shall not be entitled to a refund on such amounts. **(E)** Should CMSA have to make adjustments to our in-person meeting for any reason, all exhibits would remain intact and would transition to the adjusted format.
- 5. HOLD HARMLESS CLAUSE** – The Exhibitor assumes the 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 exhibition premises and shall indemnify, defend and hold harmless SMG, ASM Global Parent, Inc., RI Convention Center, RI Convention Center Authority, The State of RI, and their respective directors, agents and employees, GES and their employees or agents, CMSA, Parthenon Management Group, (CMSA’s conference management company), their respective officers, directors, employees, or agents from any and all such possible losses, damages and claims. The terms of this provision shall survive the termination or expiration of this Agreement. Exhibitor shall indemnify, hold harmless, and defend SMG, ASM Global Parent, Inc., RI Convention Center, RI Convention Center Authority, The State of RI, and their respective directors, agents and employees, GES and their employees or agents, CMSA, Parthenon Management Group, (CMSA’s conference management company), their respective officers, directors, employees, or agents, from and against any and all losses, claims, liability, damage, action, or expense (including, without limitation, costs of investigation, court costs and attorney’s fees) arising out of or relating to (i) Licensee’s use of the Center, (ii) the conduct of Licensee’s business, (iii) any activity, work or thing which may be permitted or suffered by Licensee in or about the Center, (iv) any breach or default in the performance of any obligation of Licensee under this Agreement, (v) any negligence of Licensee or any of its agents, employees, contractors, invitees, attendees, patrons and guests, (vi) the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by Licensee, its exhibitors or other persons in connection with the Licensee’s use of the Center, (vii) the theft or misappropriation of any of Licensee’s property or property of exhibitors



or others brought to the Center, (viii) rigging from or to the physical structure of the Center or any fixture thereto, set up, alterations, and/or improvements at or to the Center necessitated by and/or performed with respect to the Event and (ix) Licensee's failure to deliver the materials within the time periods provided by CMSA, GES, and show management, including, without limitation overtime pay and short-notice delivery fees. Licensee hereby assumes all risk of damage to its property placed in the Center or injury to its officers, directors, employees, agents, and contractors at the Event or in or about the Center from any cause, and hereby waives all claims in respect thereof against SMG, ASM Global Parent, Inc., RI Convention Center, RI Convention Center Authority, The State of RI, and their respective directors, agents and employees, GES and their employees or agents, CMSA, Parthenon Management Group, (CMSA's conference management company), their respective officers, directors, employees, or agents.. Such indemnification by licensee shall apply less unless such damage or injury results solely from the negligence, gross negligence or willful misconduct of the SMG, ASM Global Parent, Inc., RI Convention Center, RI Convention Center Authority, The State of RI, and their respective directors, agents and employees, GES and their employees or agents, CMSA, Parthenon Management Group, (CMSA's conference management company), their respective officers, directors, employees, or agents, or contractors.

6. **ARRANGEMENT OF EXHIBITS** – Exhibit(s) shall be arranged so as to avoid obstructing the general view of the other exhibits in the Exhibition area. Exhibits must be self-contained within the booth area assigned, and chairs, furniture, or exhibit materials are NOT to be placed outside the booth area. Demonstrations are permitted only within the confines of the individual exhibitor's booth. No interference with normal traffic flow and infringement of neighboring exhibits will be permitted. Exhibits shall be fully assembled, and boxes marked for storage 3 hours prior to hall opening event. Violations of this provision may result in additional costs to the exhibitor. Maximum height of booth permitted is eight feet. The full height of the back walls may extend from the back of the booth to three feet forward. Maximum height for the front seven feet of the exhibit booth shall not be higher than three feet. Peninsula booth maximum height is three feet. The layout of an Island booth will need to be approved by CMSA. Maximum island booth height is 16 feet unless otherwise approved by CMSA. Display material exposing an unfinished surface to neighboring booths is strictly prohibited. Nothing shall be posted, tacked, screwed, or otherwise attached to columns, walls, floors, or other parts of the facility or furniture. Exhibitor shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilation, or air conditioning systems or portions thereof, or to the public areas adjacent thereto, or to the street or sidewalks adjoining. Any changes required to protect the facility in the opinion of CMSA will be at the expense of the Exhibitor. All materials used in the construction of the booth and all decorative materials (drapery, table coverings, banners, foam board, signs, set pieces, etc.) within exhibitor booths and those used for special events must be non-combustible or made flame retardant. Certificates of flame-retardant treatment must be submitted to the CCFD along with samples of said materials prior to construction of booth. You must maintain copies of flame certificates on premises as the CCFD can require verification at any time. Utilizing cardboard boxes as parts of exhibits or displays is not permissible. Foam plastic elements greater than ¼-inch thickness shall not be permitted. Fire resistant foam board signage, not greater than ½-inch thickness, is acceptable in exhibit booths. Aisles and exits as designated on approved show plans shall be kept clean, clear and free of obstructions. Easels, signs, etc. shall not be placed beyond the booth area into aisles. Exhibitors must keep their booths and displays within the designated perimeters. Any violators will be made to move their exhibits.
7. **HOSPITALITY FUNCTIONS** – Scheduling of private functions that include CMSA Conference attendees, regardless of location, over the course of the scheduled Conference dates MUST BE coordinated directly through CMSA. CMSA must approve all invitations and/or promotional materials that are sent to CMSA Conference attendees.
8. **REGISTRATION** – All visitors to the CMSA Conference and Expo must register in accordance with the rules of the Conference. Each 10x10 booth comes with 2 complimentary EXHIBIT HALL ONLY passes. Additional full passes available on the Exhibit sales website. Set-Up Only Passes will be provided at no charge. All passes are to be used exclusively by exhibiting company employees (verification of such will be required). Children under the age of 16 will NOT be allowed on the floor. All attendees must register in order to enter the Exhibit Hall. No pets will be allowed on the floor unless certified service animals. Any outstanding balances on the Exhibitor Representative's account will be the responsibility of and billed to the exhibiting company.



9. **OBJECTIONABLE CONDUCT** – CMSA reserves the right to reject or terminate exhibit privileges of any Exhibitor including personnel in whole or in part, which because of noise, conduct of personnel, method of operation, selling outside of the booth, materials, or for other causes which CMSA believes is not compatible with the purpose of the Conference and Exhibition, or any other reason in the opinion of CMSA, without liability for any refunds or other expenses incurred.
10. **COMPLIANCE WITH LAWS** – Exhibitors shall bear responsibility for the compliance with any and all local, city, state and federal safety, fire and health laws, ordinances and regulations, including the Policies, Rules and Regulations of Rhode Island Convention Center, regarding the installation, dismantle and operation of the exhibit. Rhode Island Convention Center information is included in the Exhibitor kit.
11. **TRANSACTIONS ON EXHIBIT HALL FLOOR** – Transactions by Exhibitors on the exhibit hall floor are strictly prohibited. If you are found to be conducting transactions on the exhibit hall floor, your booth will be shut down, your conference credentials will be revoked, you will be asked to leave the conference, and you will not be eligible for a full or partial refund. Transactions and sales may be conducted on the Exhibitors own time outside of exhibit hours and CMSA Conference activities.
12. **AMERICANS WITH DISABILITIES ACT** – Exhibitor represents and warrants that its exhibit and product/service information shall comply with the Americans with Disabilities Act, its regulations and guidelines (collectively “ADA”). Exhibitors shall indemnify, defend and hold harmless SMG, ASM Global Parent, Inc., RI Convention Center, RI Convention Center Authority, The State of RI, and their respective directors, agents and employees, GES and their employees or agents, CMSA, Parthenon Management Group, (CMSA’s conference management company), their respective officers, directors, employees, or agents, and each of them, from and against any and all claims and expenses, including attorney’s fees and costs, arising out of or related to Exhibitor’s breach of this provision or noncompliance with any provision of the ADA.
13. **EXHIBIT HOURS** – In their own best interest, and for security, Exhibitors are encouraged to keep an attendant at their booths during all open hours. It is agreed that no Exhibitor will dismantle or remove any part of their exhibit prior to show closing. If an Exhibitor violates this provision, the Exhibitor will be fined up to \$500.
14. **LIABILITY, INSURANCE AND WAIVER OF SUBROGATION** – CMSA, Parthenon Management Group, GESSMG, ASM Global Parent, Inc., RI Convention Center, RI Convention Center Authority, The State of RI, and their respective directors, agents and employees shall not be held responsible for the safety of exhibits against fire, theft, or property damage, or for accidents to Exhibitors or their Employees, Agents, Volunteers and Attendees from any cause prior to, during or subsequent to the period covered by the exhibit contract. Exhibitors shall obtain, at their own expense, adequate insurance against any such injury, loss or damage. The Exhibitor waives the right of subrogation by its insurance carrier(s) to recover losses sustained under Exhibitor’s insurance contracts for real and personal property, except when SMG, ASM Global Parent, Inc., RI Convention Center, RI Convention Center Authority, The State of RI, and their respective directors, agents and employees, GES and their employees or agents, CMSA, Parthenon Management Group, (CMSA’s conference management company), their respective officers, directors, employees, or agents, as additional insureds on its liability policies for the period beginning with installation of the booth through completion of move out. Further, Exhibitor shall indemnify, defend and hold harmless CMSA, Parthenon Management Group, their respective officers, directors, employees, and agents against and from any and all losses, costs, damages, liability, or expenses (including attorney’s fees) arising from or by reason of any accident, bodily injury, property damage, or other claims or occurrences to any person, including Exhibitor, its employees and agents, or any business invitees, arising out of or related to Exhibitor’s occupancy or use of the exhibition premises in RI Convention Center, including storage and parking areas. The terms of this provision shall survive the termination or expiration of this Agreement. CMSA makes no representation or warranty as to the attendance or overall success of the conference and, as such, shall have no liability to Exhibitor for damages relating to low attendance, the overall success of the show, or any other factors beyond the reasonable control of CMSA.
15. **FORCE MAJEURE** – Should events beyond the reasonable control of CMSA or RI Convention Center, such as acts of God, war, curtailment or interruption of transportation facilities, unavailability of facilities, threats or acts of terrorism



or similar acts, disease, epidemic, State Department or other federal, state or local government agency travel advisory, civil disturbance, or any other cause beyond the parties' control, which, in the party's reasonable judgment, would tend to make it commercially unreasonable, illegal, or impossible for either party to perform its or their obligations under the Agreement as they relate to the Convention and Exhibition, such party may cancel the Exhibitor Agreement upon written or e-mail notice to the Exhibitor, without liability including return of exhibition fees in whole or part at CMSA's option.

16. **DRESS OF ATTENDANTS** – Costumes not regularly associated with the business and professional character of the conference must have the approval of CMSA.
17. **SUBLEASING** – Exhibitors may not sublet, sub-divide or assign their space, or to otherwise permit non-exhibitors to distribute materials in their space or any part thereof.
18. **PHOTOGRAPHS/VIDEOTAPING** – Parthenon Management Group and CMSA reserves the right to record video and take photographs for promotional and educational purposes.
19. **CONSUMABLE ITEMS AND CATERING** – All catering during the 2024 CMSA Annual Conference must be performed by the Rhode Island Convention Center (RI Convention Center) exclusive in-house catering unless there are special requirements that cannot be performed by the RICC's caterer, and then only with the prior written approval of the RI Convention Center. The Exhibitor is responsible for making their own arrangements with the RI Convention Center's caterer.
20. **COPYRIGHTED WORKS** - Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc., which may be required for it to broadcast, perform, or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend and hold harmless CMSA, Parthenon Management Group, its directors, officers, employees and agents, and each of them, from and against any and all claims and expenses, including attorney's fees and costs, arising out of or related to Exhibitor's breach of this provision. The terms of this provision shall survive the termination or expiration of this Agreement.
21. **SMOKING** – Smoking will not be allowed in the conference sessions or exhibit hall.
22. **SERVICE CONTRACTOR** – All costs of shipping, cartage and handling are to be borne by the Exhibitor. The service contractor selected by CMSA will handle the drayage from the drayage warehouse to the Exhibitor's booth; remove crates and empty cartons; return them at the end of the show; deliver packed goods to the loading dock of RI Convention Center; and load the items onto transport vehicles. All additional services not listed in section 3 of this contract and required by Exhibitors should be ordered direct from the service contractor. Each Exhibitor may download from the service contractor's website, the appropriate order forms. These additional services are not part of this agreement and must be ordered separately. If an Exhibitor Appointed Contractor (EAC) is used other than the official decorator, the contracted company must furnish a certificate of insurance to CMSA and to the service contractor no later than May 15, 2024, or the Exhibitor will be required to use the official decorator of the show. The exhibiting company accepts all responsibility for EAC's actions or omissions that causes damage or injury and shall hold CMSA harmless from any liability. To facilitate movement in and out of the Exhibit hall and to ensure proper delivery, it is essential that all shipments by the Exhibitor be consigned to arrive no later than the date designated by the service contractor. RI Convention Center has no facilities for receiving or storing advanced shipments. Therefore, all shipments which must arrive earlier than move-in day should be consigned to the warehouse address of the exhibit contractor. In the receipt, handling, care of, custody of, property of, and any kind shipped or otherwise delivered to the Exhibition, either prior to, during or subsequent to the use of the exhibit space by Exhibitor, CMSA, Parthenon Management Group, and its officers, agents, and employees shall not be liable for any loss, damage or injury to such property.
23. **CHANGES** – CMSA reserves the right to make any changes in the rules necessary to ensure the health and safety of those in attendance, the significance of the exhibition and harmony of operation. Exhibitors will be advised of any such changes by bulletin or e-mail.



24. **COMMUNICATION** – All conference correspondence will be made through e-mail or cell phone, text, or recorded messaging. A valid e-mail address or cell phone number is required. This information will be requested from each person during online Exhibitor Registration. Your information will only be used by CMSA and its agents as needed to communicate conference-related information and notifications. Data and text charges may apply.
25. **VIOLATIONS** – Violations of any of these Rules and Regulations on the part of Exhibitor, its employees, or agents shall, at the option of CMSA, constitute cause for CMSA to terminate this Agreement, expel Exhibitor from the show, and Exhibitor shall forfeit all fees paid to CMSA. All decisions of CMSA and Parthenon Management Group are final.