

31st Annual Celiac Sprue Association Conference Exhibit Hall

Thursday, October 16 - through Saturday, October 18, 2007

Embassy Suites Omaha-La Vista Hotel and Conference Center
La Vista, Nebraska

CSA Conference Policy Statement

(Approved by the CSA Governing Board for the 2006 and succeeding conferences.)

Those [food and cosmetic] products that have not been approved for inclusion in the current CSA Gluten-Free Product Listing or its immediate successor, or licensed for use of the CSA Recognition Seal, will not receive permission for display nor will they be approved for promotion or marketing at or on the conference premises. The Exhibitor agrees not to display any products that have not been approved in accordance with this paragraph and will, at the direction of the CSA President or other authorized representative of CSA, remove any such products from conference premises.

Cookbooks and education materials from any source, which are planned to be offered for sale, promoted or advertised, or offered as free materials at the conference are by invitation and must be approved by the CSA Medical Advisory Board prior to the conference and its scheduled dates. The Exhibitor agrees not to display any cookbooks or education materials that have not been approved in accordance with this paragraph and will, at the direction of the CSA President or other authorized representative of CSA, remove any such cookbooks or education materials from conference premises.

Personal and/or individual research, master's and/or doctoral studies, regional and company surveys, questionnaires and verbal and/or written assignment surveys must have prior approval of the CSA Medical Advisory Board and the CSA Executive Committee. Written requests should be directed to the CSA President. The Exhibitor agrees not to display any such documents that have not been approved in accordance with this paragraph and will, at the direction of the CSA President or other authorized representative of CSA, remove any such documents from conference premises.

The Celiac Sprue Association/United States of America, Inc. does not provide endorsement nor support for individual products, publications or commercial suppliers through its resource units, chapters, office staff nor any of its officers or committees nor any members of its governing board or executive committee.

CSA Conference Exhibitor Agreement

In consideration of the mutual covenants contained herein, Celiac Sprue Association/USA, Inc. (hereinafter referred to as "CSA") does hereby enter into this Agreement with the undersigned (hereinafter referred to as the "Exhibitor"). Exhibitor does hereby lease from CSA exhibit space and purchase services at the **31st Annual CSA Conference** subject to the terms of this CSA Conference Exhibitor Agreement and the CSA Conference Policy Statement included above. The CSA Conference Steering Committee shall have sole authority to interpret and enforce all rules and regulations contained herein and to make any amendments thereto as shall be necessary for the orderly conduct of the conference. Amendments and all subsequent correspondence shall be binding on Exhibitors equally with all rules and regulations. Any and all matters or questions not specifically covered by the following shall be subject solely to the decisions of the CSA Conference Steering Committee. The Exhibitor agrees to accept and abide by such decisions. Any Exhibitor violating the rules and regulations shall be subject to immediate expulsion, immediate removal of any and all unauthorized materials on site, and forfeiture of the right to exhibit in subsequent years. No refunds will be granted.

Conference Policy Statement: The “Conference Policy Statement” referred to above is incorporated by reference and made part of this Agreement.

Exhibit Types: Exhibits shall be restricted to information, services or products beneficial to the celiac community. Interpretation of this restriction is the sole prerogative of CSA.

Exhibit Fees: The Exhibitor agrees to reserve an exhibit space from CSA as detailed in the 2008 Exhibitor Participation Packet cover letter and Participation Form. An exhibit space includes: a 6 ft x 30 in. skirted table, two chairs and a wastebasket. Additional exhibit space will only be provided if space allows. Exhibitors should indicate on registration form if additional space is requested. Electrical power strips and wireless Internet access should be requested and costs are covered by CSA. The following cooking equipment is allowed in the Exhibit Hall: waffle irons, toaster ovens, pizza cookers, convection ovens, microwaves, hot boxes, heat lamps. NO DEEP FAT FRYERS ARE ALLOWED.

Registration Requirements: Exhibitor agrees to provide CSA with a completed registration packet including all of the following:

- (1) completed participation form and registration fee paid in full,
- (2) a complete listing of the exhibit personnel,
- (3) a complete listing of products (including specific ingredients) and materials to be displayed or provided at exhibit table*,
- (4) a sample of the order form that will be available to conference attendees, and
- (5) a copy of company’s Certificate of Liability Insurance.

Please note: Exhibit space will not be reserved unless all items have been submitted.

*All exhibits, products and display materials are subject to approval. CSA national staff will provide written authorization after review by Conference Steering Committee/Conference Coordinator. Notification of any deviation from approved plan must be provided to the CSA Executive Director by close of business day, Friday, August 29, 2008. CSA and/or the Embassy Suites Omaha-La Vista Hotel and Conference Center (hereafter referred to as “Hotel”) retains the right to exclude or require modification of any display or demonstration that, at the discretion of the Conference Steering Committee, is considered unsuitable to the character of the conference or the restrictions of the Hotel and commonly understood union policies which apply within the state of Nebraska. All decisions enunciated by the Conference Coordinator are final.

Codes and Agreements: The Exhibitor assumes full responsibility for compliance with local, state and federal laws relating to fire protection, safety and health regulations, utility and building codes, commerce, and all conditions that would differ from those approved by commonly held requirements of insurance carriers or the owners or managers of the facility, Embassy Suites Omaha-La Vista Hotel and Conference Center.

Exhibit Location: Exhibit space will be assigned by CSA after a completed contract, required documentation, and payment in full have been received. No space can be reserved by telephone and no space will be held without full payment. Space assignment is based on several factors including date of receipt of contract and payment, previous participation and support of CSA endeavors, size of space required, grouping by type of Exhibitor, and special requirements. CSA reserves the right to make adjustments to the floor plan to meet the needs of its conference, its Exhibitors and its attendees. If changes are required, every effort will be made to provide space to the Exhibitor’s satisfaction. Under no circumstances is an Exhibitor to initiate physical change of assignment area.

Exhibit Set-up and Removal: CSA will allow adequate time for exhibit set-up (Thursday, October 16th, 12:00p.m.-4:00 p.m.) and teardown/removal (Saturday, October 18th, 2:00 p.m. -6:00 p.m.) Exhibitor shall indemnify and hold harmless the Hotel and its servicing agents from all liability

(damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits. Exhibits are expected to be available to attendees during all scheduled exhibitor hours. An additional fee of \$100 will be assessed for late arrivals or early departures.

Exhibit Space Regulations: All exhibits, demonstrations, and signage shall conform to the space allotments established by CSA and shall not restrict traffic or visual access to other exhibits. Materials, furniture and equipment may not be placed in aisles. All signage must have a professional look and may not be posted, taped or nailed to any part of the hotel. Displays not in accordance with these regulations must be approved by CSA no less than thirty days prior to the opening day of the conference. Hotel management and Conference Coordinator reserve the right to prohibit, without refund to the Exhibitor, the installation of unapproved, non-conforming exhibits. The Hotel does not allow the affixing of anything to walls, floors, or ceilings of rooms. Use of nails, staples or any other permanent substance is prohibited unless prior approval is given. Use of these items will result in a \$200 clean up fee. No confetti, glitter or candelabras are allowed.

Shipping and Delivery: Vendors should mark the appropriate line on the CSA Vendor Participation Form if sending product/materials to the CSA Conference. At a later date, CSA will need to know (1) anticipated arrival date and (2) number of boxes to be shipped. Specific shipping instructions will be sent by CSA at a later date.

Nebraska State Sales Tax: In La Vista, Nebraska a 7% state sales tax is required with all retail sales of non-food items. There is no sales tax on pre-packaged food. CSA will provide exhibitors with Nebraska Department of Revenue Sales Tax Reporting Forms. Exhibitors will be responsible to collect and return to the Nebraska Department of Revenue the required sales tax along with the completed form.

Food and Beverages: Exhibitors must provide to CSA as well as display in their exhibit, a full list of the ingredients for all products served and/or sold in their exhibit.

Audio/Visual Equipment: Operation of audio/visual equipment will be permitted if maintained at conversational levels and if not objectionable to neighboring Exhibitors. CSA reserves the right to restrict the use of any equipment deemed offensive.

Retention of Property Ownership: All materials and equipment furnished by CSA or the Hotel shall remain their property and shall be removed by hotel personnel after close of the conference.

Assignment of Sublease: The Exhibitor will not sublet exhibit space or equipment provided by the conference, nor assign food products or print materials from other companies to its area or the confines of the conference premises without written notice to and approval from CSA Conference Steering Committee no later than **Friday, August 29, 2008**. Any Exhibitor on site during the conference engaged in sales or promotion of any kind without the specific, written authorization of CSA will be considered to be trespassing and subject to immediate and public expulsion with forfeiture of any and all unauthorized materials on site and forfeiture of right to exhibit in subsequent years. No refunds will be granted.

Cancellation of Agreement: Exhibitors have the right to cancel their exhibit space contract at any time by written notice to CSA. A refund of the Exhibitor fee will be issued if a written request to cancel is received on or before **August 15, 2008**. No refunds will be issued after that date. Under all circumstances, CSA reserves the right to re-sell any exhibit space cancelled by the exhibitor.

Unoccupied Space: Should any space be forfeited due to a breach of terms of this contract, CSA reserves the right to assign said space to another Exhibitor or use said space in any other manner. This provision shall not be construed as affecting the Exhibitor's obligations to pay the full amount specified in the contract for space rental, or in any way give to the Exhibitor a right of off-set.

Liability: This Agreement does not constitute a partnership, employer-employee relationship, joint venture or agency between CSA and the Exhibitor. The Exhibitor agrees to indemnify, hold harmless and defend CSA, its officers, agents, employees and volunteers; the conference attendees; other Exhibitors; and participants from any liability, loss, damage, cost or expense arising directly or indirectly from an intentional or negligent act or omission or security breach by the Exhibitor or its employees or agents. The Exhibitor agrees that CSA, its officers, agents, employees and volunteers, and the hotel facility will not be responsible for damage, loss, or destruction of any property of the Exhibitor or injury to the Exhibitor or their representative, agency, employees, members or invitees. The Exhibitor hereby assumes the entire responsibility and hereby agrees to protect, defend, indemnify and hold the Hotel, its owners, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors and agents harmless against all claims, losses, or damages to persons or property, governmental charges of fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole gross negligence of the Hotel and its employees and agents.

Liability Insurance: Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of Comprehensive General Liability Insurance and Contractual Liability Insurance, insuring and specifically referring to the Contractual liability set forth in this Exhibit Agreement, in an amount not less than \$1,000,000 Combined Single Limit for personal injury and property damage. The policy shall reflect the following:

1. CSA and the Embassy Suites Omaha-La Vista Hotel and Conference Center named as additional insureds.
2. CSA and the Embassy Suites Omaha-La Vista Hotel and Conference Center named as additional loss payees.
3. Coverage for all risks, including Worker's Compensation.

The Exhibitor shall furnish proof of such insurance to CSA. In addition, the Exhibitor acknowledges that the Hotel, its owners nor its operators maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption and property damage insurance insuring any losses by Exhibitor.

Cancellation Because of Damage to Embassy Suites Hotel and Conference Center: In the event that the Hotel is damaged or destroyed by fire, the elements, or any other cause; or if circumstances beyond CSA's control make it impossible to conduct the conference, then CSA shall not be liable further to perform under this contract and reserves the right to cancel the conference. In such event, the exhibitor shall be reimbursed up to fifty percent of the total payments made to the date of the cancellation.

I have read, understand and agree to the CSA Conference Policy Statement and Exhibitor Agreement. (Please retain a copy of this document for your reference and return a copy of this signature page to CSA)

Authorized Signature: _____ **Date:** _____

Representing: _____