

occurrence, \$3 million in the aggregate. Exhibitor shall provide a certificate of such insurance upon its execution of this Agreement. Worker's compensation insurance shall be at the statutory limits for the state in which the Exhibitor is domiciled. Exhibitors who have the right under applicable state law to non-subscribe for purposes of worker's compensation coverage, must provide satisfactory evidence of excess employer's coverage if they have elected to non-subscribe. Exhibitor shall submit certificates of insurance upon execution of this Agreement. Exhibitor shall provide Hospital not less than thirty (30) days written notice prior to any cancellation or reduction of coverage.

6. **FACILITY.** CMH agrees to make available to Exhibitor one (1) table and (2) two chairs. CMH will advise Exhibitor prior to the date of the exhibit the specific details concerning arrival and departure times as well as which entrance can be utilized to load and unload exhibit materials and any other logistical information. Exhibitor may only exhibit in the specific location(s) designated by CMH.

7. **LIABILITY FOR LOSS.** CMH will not be responsible for the theft or loss of any Exhibitor's merchandise or property. Exhibitor must remove all Exhibit products, merchandise and other property from the function room immediately following conclusion of the event (as such time is indicated in Section 1).

8. **STAFFING.** Exhibitor understands that no CMH employees, volunteers or other staff will be made available to assist with Exhibitor's displays.

9. **PUBLICITY.** CMH agrees to recognize the Exhibitor in program material relating to the event at which the Exhibitor displays its exhibit.

10. **CHOICE OF LAW; COMPLIANCE WITH LAWS AND REGULATIONS.** This Agreement shall be governed by the internal laws of the State of Missouri without regard to conflicts of laws principles. Exhibitor shall comply with all applicable laws and regulations throughout the term of this Agreement. In addition, Exhibitor shall comply with the PhRMA Code on Interactions with Healthcare Professionals, the American Medical Association (AMA) Code of Medical Ethics, Accreditation Council for Continuing Medical Education (ACCME), Standards for Commercial Support of Medical Education, Advanced Medical Technology Association (AdvaMed), Code of Ethics, and the Health Industry Group Purchasing Association (HIGPA) GPO Conflict Guidance.

11. **INDEMNIFICATION.** In addition to and not in lieu of its obligations under Section 5, Exhibitor shall, indemnify, defend, and hold CMH, its directors, officers, agents and employees, affiliates, and medical staff, harmless from and against any liability, demand, claim, damages, losses, and expenses, including attorney's fees, for or in connection with any actual or alleged loss or damage (including without limitation injuries to persons, damage to property, or death) arising out of Exhibitor's actions or omissions in connection with the exhibition and activities contemplated by this Agreement or any breach of this Agreement by Exhibitor or any of its employees, agents, or other representatives. Without limiting the foregoing, Exhibitor shall be solely liable and responsible for any injury to or death of any of its employees or other representatives while on CMH's property.

12. **TERMINATION OF RIGHTS.** CMH reserves the right at any time prior to the date set for

the exhibit to withdraw its permission for Exhibitor to make the exhibit contemplated herein. In such extent, and as Exhibitor's sole and exclusive remedy, CMH shall refund the amount paid under Section 2.

13. **FAIR VALUE.** The parties acknowledge and agree that the amount paid to CMH hereunder is the fair market value for the rights provided to the Exhibitor hereunder. The parties further acknowledge and agree that the compensation, rights, and other consideration provided to each party hereunder is in no way related to or dependent on the value or volume of any referrals or any other relationship between the parties.

14. **MISCELLANEOUS.** This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter herein, and any earlier or contemporaneous agreement or oral understandings between the parties with respect to the subject matter herein are hereby terminated and superseded. This Agreement may not be assigned by Exhibitor without CMH's prior written consent. No change, modification, waiver or amendment of any term or provision of this Agreement may be made unless it is in writing and signed by both parties. Under no circumstance shall CMH be liable for any consequential, indirect, speculative or punitive damages. CMH's entire liability for any actual breach of this Agreement or any damages in connections with the activities contemplated hereby shall not exceed the amount paid by Exhibitor under Section 2. Should CMH be unable to take possession of the premises or present the event due to an event outside of the reasonable control of CMH, neither CMH nor Exhibitor shall have any liability under the Agreement and Exhibitor, as its sole remedy and relief, shall receive a refund of any uncommitted or cancellable advance payments less than expenses incurred by CMH in preparing for the event.

IN WITNESS WHEREOF, the Agreement has been duly executed by the parties hereto as of the day and year first above written.

Exhibitor

Signature: _____

Printed Name: _____

Title: _____

CMH

The Children's Mercy Hospital
2401 Gillham Road
Kansas City, Missouri 64108

Signature: _____

Printed Name: _____

Title: _____